This Agreement was last modified on 1st Jan 2016.

This User Agreement describes the terms and conditions on which you are allowed to use our Website and our Services. We have incorporated by reference all linked information.

In This User Agreement:

**"Account"** means the account you open when you register on the Website.

**"Employer"** means a User that investigates and purchases Provider Services or items from Providers or identifies a Provider through the Website.

**"Question"** means a question that is solely promoted by an Employer and in respect of which a Provider can submit an answer via the Website.

**"Dispute Resolution Process"** means the process to be followed by Employers and Providers in accordance with the Dispute Resolution Services.

**"Entrant"** means an eligible Provider who has entered into a Question.

**"Regbuzz"**, **"we"**, **"our"**, or **"us"** means Regbuzz International Co., Limited.

**"Local Jobs"** means a service we provide to match an Employer who has tasks that need doing with a Provider who will provide the service based on the location of the Provider.

**"Project"** means a job offered or awarded by an Employer via the Website.

**"Provider"** means a User that offers and provides services or identifies as a Provider through the Website.

**"Provider Services"** means all services provided by Providers.

**"User"**, **"you"** or **"your"** means an individual who visits or uses the website

**"User Contract"** means : (1) this User Agreement; (2) the “[Code of Conduct](https://www.freelancer.com/info/codeofconduct.php)” as amended from time to time; (3) any other contractual provisions accepted by both the Provider and Employer uploaded to the Website, to the extent not inconsistent with the User Agreement and the Code of Conduct; and (4) the Project terms as awarded and accepted on the Website, to the extent not inconsistent with the User Agreement and the Code of Conduct.

**"Website"** means the websites operated by Regbuzz and available at: www.regbuzz.com and any related Regbuzz service, tool or application.

1. **Overview**

By accessing and/or using the Website, you agree to the following terms with Regbuzz.

We may amend this User Agreement and any linked information from time to time by posting amended terms on the Website.

The Website is an online venue where Users buy and sell Provider Services and items. Employers and Providers must register for an Account in order to buy or sell Services and/or items. The Website enables Users to work together online to complete and pay for Projects, buy and sell items and to use the services that we provide.

1. **Scope**

Before using the Regbuzz Website, we recommend that you read the whole User Agreement, the Website policies and all linked information.

You must read and accept all of the terms in, and linked to, this User Agreement and all Website policies. We strongly recommend that, as you read this User Agreement, you also access and read the hyperlinked information. By accepting this User Agreement, you agree that this User Agreement will apply whenever you use the Regbuzz Website, or when you use the tools we make available to interact with the Regbuzz Website. Some Regbuzz Websites may have additional or other terms that we provide to you when you use those services.

1. **Eligibility**

You will not use the Regbuzz Website if you:

* are not able to form legally binding contracts; or
* are under the age of 18; or
* a person barred from receiving and rendering services under the laws of China or other applicable jurisdiction; or
* are suspended from using the Regbuzz Website.

Users may provide a business name or a company name, which is to be associated with the User's Account. Users acknowledge and agree that where a business name or company name is associated with their Account, this User Agreement is a contract with the User as an individual (not the business or company) and Users remain solely responsible for all activity undertaken in respect of their Account.

We may, at our absolute discretion, refuse to register a person or corporate entity as a User.

1. **Using Regbuzz**

While using the Regbuzz Website, you will not:

* post content or items in inappropriate categories or areas on our websites and services;
* infringe any laws, third party rights or our policies;
* fail to deliver payment for services delivered to you, unless the Provider has materially changed the Provider Service provided from the bid or a clear typographical error is made;
* fail to deliver Provider Services purchased from you, unless the Employer fails to meet the terms, materially alters the terms of the Provider Services from the listing;
* circumvent or manipulate our fee structure, the billing process, or fees owed to Regbuzz;
* post false, inaccurate, misleading, defamatory or offensive content (including personal information);
* take any action that may undermine the feedback or reputation systems (such as displaying, importing or exporting feedback information or using it for purposes unrelated to the Regbuzz Website);
* transfer your Regbuzz account (including feedback) and Username to another party without our consent;
* distribute or post spam, unsolicited, or bulk electronic communications, chain letters, or pyramid schemes;
* distribute viruses or any other technologies that may harm Regbuzz, the Website, or the interests or property of Regbuzz users (including their Intellectual Property Rights, privacy and publicity rights) or is unlawful, threatening, abusive, defamatory, invasive of privacy, vulgar, obscene, profane or which may harass or cause distress or inconvenience to, or incite hatred of, any person;
* download and aggregate listings from our website for display with listings from other websites without our express written permission, "frame", "mirror" or otherwise incorporate any part of the Website into any other website without our prior written authorisation;
* attempt to modify, translate, adapt, edit, decompile, disassemble, or reverse engineer any software programs used by us in connection with the Regbuzz Website;
* copy, modify or distribute rights or content from the Regbuzz Website or Regbuzz's copyrights and trademarks; or
* harvest or otherwise collect information about Users, including email addresses, without their consent.

1. **Intellectual Property Rights infringement**

It is our policy to respond to clear notices of alleged intellectual property rights infringement. Our [Copyright Infringement Policy](https://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. If you believe that your Intellectual Property Rights have been violated, please notify us on our Website and we will investigate.

1. **Fees And Services**

We charge fees for certain services, such as introduction fees for Projects, project upgrades and memberships. When you use a service that has a fee, you have an opportunity to review and accept the fees that you will be charged based on our schedule of “[Fees and Charges](https://www.freelancer.com/feesandcharges)”, which we may change from time to time and will update you by placing on our Website. We may choose to temporarily change the fees for our services for promotional events (for example, discounts on memberships) or new services, and such changes are effective when we post the temporary promotional event or new service on the Websites.

Unless otherwise stated, all fees are quoted in United States Dollars.

1. **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. These taxes will be added to fees billed to you, if applicable.

As we are a company incorporated in China, all fees earned by us from Chinese Users will be subject to a 17% Goods and Services Tax (GST) on all fees, which will be shown separately on all invoices.

You must also comply with your obligations under income tax provisions in your jurisdiction.

1. **Payment Administration Agent**

You acknowledge and agree that we may in our sole discretion, from time to time, appoint our related bodies corporate or a third party as our agent to accept or make payments (including merchant facilities) from or to Users on our behalf. Such a third party will have the same rights, powers and privileges that we have under this User Agreement and will be entitled to exercise or enforce their rights, powers and privileges as our agent or in their own name. In no event shall we be liable to any User for any loss, damage or liability resulting from the Payment Administration Agent's negligence and/or acts beyond the authority given by Regbuzz.

1. **Promotion**

We may display your company or business name, logo, images or other media, and public description of your Projects and profile as part of the Regbuzz Services and/or other marketing materials relating to the Regbuzz Website, except where you have explicitly requested that we do not do this and we have agreed to such request.

1. **Content**

When you give us content, you grant us a non-exclusive, worldwide, perpetual, irrevocable, royalty-free, sublicensable (through multiple tiers) right to exercise any and all copyright, trademark, publicity, and database rights (but no other rights) you have in the content, in any media known now or in the future.

You acknowledge and agree that: (1) we only act as a portal for the online distribution and publication of User content. We make no warranty that User content is actually made available on the Website. We have the right (but not the obligation) to take any action deemed appropriate by us with respect to your User content; (2) we have no responsibility or liability for the deletion or failure to store any content, whether or not the content was actually made available on the Website; and (3) any and all content submitted to the Website is subject to our approval. We may reject, approve or modify your User content at our sole discretion.

You represent and warrant that your content:

* 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 of any person;
* will not violate any law or regulation;
* will not be defamatory or trade libellous;
* will not be obscene or contain child pornography;
* will not contain the development, design, manufacture or production of missiles, or nuclear, chemical or biological weapons
* will not contain material linked to terrorist activities
* will not include incomplete, false or inaccurate information about User or any other individual; and
* 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.

You acknowledge and agree that we may transfer your personal information to a related body corporate and your information may be transferred outside of Australia and the EEC-area. If you wish to withdraw your consent, you acknowledge and agree that we may be unable to provide you with access to the Website and Regbuzz Services and may close your Account.

Information on the Website may contain general information about legal, financial, health and other matters. The information is not advice, and should not be treated as such. You must not rely on the information on the Website as an alternative to professional advice. If you have specific questions about any matter you should consult your professional adviser.

We provide unmonitored access to third party content, including User feedback and articles with original content and opinions (or links to such third party content). We only act as a portal and have no liability based on, or related to, third party content on the Website, whether arising under the laws of copyright or other intellectual property, defamation, libel, privacy, obscenity, or any other legal discipline.

The Website may contain links to other third party websites. We do not control the websites to which we link from the Website. We do not endorse the content, products, services, practices, policies or performance of the websites we link to from the Website. Use of third party content, links to third party content and/or websites is at your risk.

1. **Feedback, Reputation And Reviews**

You acknowledge that you transfer copyright of the feedback, reputation and reviews you leave consisting of comments and a multidimensional rating (e.g. quality, communication etc.) together with a composite rating by us. You acknowledge that such feedback, reputation and reviews belong solely to us, notwithstanding that we permit you to use it on our Website while you remain a User. You must not use, or deal with, such feedback, reputation and reviews in any way inconsistent with our policies as posted on the Website 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 Regbuzz feedback system. We are entitled to suspend or terminate your Account at any time if we, in our sole and absolute discretion, are concerned by any feedback about you, or your feedback rating, where we believe our feedback system may be subverted.

Our feedback ratings belong to us and may not be used for any purpose other than facilitating the provision of Provider Services via the Website. You may not use your Provider or Employer feedback (including, but not limited to, marketing or exporting your any or all of your composite rating or feedback comments) in any real or virtual venue other than a website operated by Regbuzz or its related entities without our written permission.

1. **Advertising**

Unless otherwise agreed with us, you must not advertise an external website, product or service on the Website. Any website address posted on the Website, including in a listing, bid, listing description, clarification board or the message board, must relate to a project, Question, item listed, user or service being performed on the Website. An example of a permissible website address would be a portfolio of work.

We may display sponsor advertisements and promotions on the Website. You acknowledge and agree that we shall not be responsible for any loss or damage of any kind incurred by you as as result of the presence of such advertisements/ promotions in the Website or your subsequent dealings with the Advertisers. Furthermore, you acknowledge and agree that content of sponsor advertisements or promotions is protected by copyrights, trademarks, service marks, patents or other intellectual property or proprietary rights and laws. Unless expressly authorised by Regbuzz or third party right holders, you agree not to modify, sell, distribute, appropriate or create derivative works based on such advertisement/promotions.

1. **Communication With Other Users**

You must not post your email address or other contact information on the Website, except in the "email" field of the signup form, at our request or as otherwise permitted by us on the Website.

Unless you have a prior relationship with a User, you must only communicate with Users via the Website, including by using the Project message board, inbox private messaging or chat facilities including Video Chat. Unless we provide a User's contact information through a feature or function available through the Website, you must not, and must not attempt to, communicate with other Users in respect of Projects through any other means such as email, telephone, Skype, ICQ, AIM, MSN Messenger, GTalk and Yahoo.

1. **Right To Review**

We may read all correspondence posted to the Website and download or access, and test (if necessary), all uploaded files, programs and websites related to your use of the Website for the purpose of investigating fraud and for risk management and related purposes.

1. **Identity / Know Your Customer**

You authorise us, directly or through third parties, to make any inquiries we consider necessary to validate your identity. You must, at our request: (1) provide further information to us, which may include your date of birth and other information that will allow us to reasonably identify you; (2) take steps to confirm ownership of your email address or financial instruments; or (3) verify your information against third party databases or through other sources.

You must also, at our request, provide copies of identification documents (such as your drivers' licence). We may also ask you to provide photographic identification holding a sign with a code that we provide as an additional identity verification step.

We reserve the right to close, suspend, or limit access to your Account, the Website and/or Regbuzz Services in the event we are unable to obtain or verify to our satisfaction the information which we request under this section.

If you are not Regbuzz verified you may not be able to withdraw funds from your Regbuzz account, and other restrictions may apply.

1. **User Services**

Upon the Employer awarding a project or Question to the Provider, and the Provider's acceptance on the Website, or the purchase of an item by an Employer from the Provider, the Employer and Provider will be deemed to have entered into a User Contract under which the Employer agrees to purchase, and the Provider agrees to deliver the Provider Services. You agree not to enter into any contractual provisions in conflict with the User Agreement.

You are solely responsible for ensuring that you comply with your obligations to other Users. If you do not, you may become liable to that User. 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 Provider, or in any other uses you make of the Website.

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, we have no responsibility for enforcing any rights under a User Contract.

Depending on their jurisdiction, Providers and Employers may have rights under statutory warranties that cannot lawfully be excluded. Nothing in this User Agreement is intended to override a right that by applicable law may not be excluded.

Each User acknowledges and agrees that the relationship between Employers and Providers is that of an independent contractor. Nothing in this User Agreement creates a partnership, joint venture, agency or employment relationship between Users. Nothing in this User Agreement shall in any way be construed as forming a joint venture, partnership or an employer-employee relationship between Regbuzz and the User.

1. **Special provisions for Local Jobs**

Each User acknowledges:

Regbuzz may from time to time include a map feature and Regbuzz may display the location of Users to persons browsing the Website on that map. Every Employer seeking services for Local jobs will be asked to provide the location where the Local job is to be performed or the goods are to be delivered. A User must never disclose, in any Project posted, personal details such as the User's name, street number, phone number or the email address in any Project description for a Local job or in any other public communication on the Regbuzz Website.

Once a Provider's bid has been accepted by an Employer seeking Local jobs services or tasks then the Provider providing the service or task is obliged to complete the transaction, unless the service or task, goods or transaction is prohibited by law, by this Agreement or by any of our Policies.

If an Employer updates a Local job after it has been published on the Website, then all bids for that Local job made prior to the update will be automatically cancelled and the bidding process will restart. When a Provider has provided the goods or services or completed the task requested by an Employer seeking services for Local job, the User must log on to the Website and click the "Complete" button for that Local job. Failure to complete the service or task will constitute a breach of this User Agreement.

Our fees are applied to the amount of the awarded Provider's bid to perform the services for the Local job. Any items purchased by the Provider as part of performing the service are between the Employer and Provider.

1. **Funds**

You may have funds in your Account if you have prepaid for fees or charges or for services to be provided to you via the Website. If you are a Provider, you may have funds if you have successfully completed a Project, or sold an item, and funds have been released to you. There are also circumstances where funds will have been credited to your Account in relation to an affiliate program or a referral program.

Funds in your Account are held by us in our operating accounts held with reputable financial institutions. Funds in your Account are not held separately by us and may be commingled with our general operating funds and funds of other User's Accounts.

You are not entitled to any interest, or other earnings for funds that are in your Account.

We may receive interest on funds held by us in our operating accounts (which may include funds in your Account) from financial institutions with whom we hold our operating accounts. Any such interest earned belongs to us and we will not be liable to any User for any imputed interest on such funds.

If your Account has a negative amount of funds, we may:

* set-off the negative amount of funds with funds that you subsequently receive into your Account;
* if you have funds in multiple currencies in your Account and one of the currencies becomes negative for any reason, we may set-off the negative amount against funds you maintain in a different currency balance (at an exchange rate applied by us);
* reverse payments you have made from your Account to other User Accounts on the Website;
* deduct amounts you owe us from money you subsequently add or receive into your Account; or
* immediately suspend or limit your Account until such time as your Account no longer has a negative amount.

In the event that we offset a negative amount of funds pursuant to this section, it may be bundled with another debit coming out of your Account.

We reserve the right to collect any funds owed to us by any other legal means.

You acknowledge and agree that:

* we are not a bank or other licensed financial institution and do not provide banking services or any financial services to you;
* the funds shown in your Account (which may include Milestone Payments and/or any prepayment of fees and charges which you owe to us) represents our unsecured obligations to you with respect to your rights to direct us to make payment in relation to the purchase and sale of Provider Services through the Website and provision of the Regbuzz Services;
* to the extent that we are required to release funds from your Account to you, you will become our unsecured creditor until such funds are paid to you;
* we are not acting as a trustee or fiduciary with respect to such funds or payments;
* the amount of funds showing in your Account is not insured and is not a guaranteed deposit;
* funds may only loaded into your Account, or released from your Account, by us and you must only use the mechanisms available on the Website to pay for, or receive funds in respect of Provider Services;
* we will hold funds in respect of the amount of your Account (including Milestone Payments) in an account held by us with a financial institution (or in any manner that we decide in our sole discretion from time to time) and such funds are not segregated into a separate account; and
* we may commingle your funds with funds of other User's and our own funds and such commingled funds could be used to pay other Users or for our general corporate purposes or otherwise, however, we will remain obliged to release or refund funds at your direction in accordance with this User Agreement.

1. **Limits & Fraud Prevention**

We reserve the right to suspend a User withdrawal request if the source of the funds is suspected to be fraudulent.

If we become aware that any funds received into an Account from another Account as a result of a fraudulent transaction (e.g. paid a Milestone Payment using a stolen credit card) it will be reversed immediately. If those funds have already been released to you, you must pay the funds into your Account. If you do not do so, we may suspend, limit or cancel your account, or take action against you to recover those funds.

We may, in our sole discretion, place a limit on any or all of the funds in your Account (thereby preventing any use of the funds) if:

* we believe there may be a high level of risk associated with you, your Account, or any or all of your transactions, including if we believe that there is a risk that such funds will be subject to reversal or chargeback;
* we believe that the beneficiary of the payment is someone other than you;
* we believe that the payment is being made to a country where we do not offer our Service; or
* we are required to do so by law.

If you are involved in a dispute, we may (in certain circumstances) place a temporary limit on the funds in your Account to cover the amount of any potential liability. If the dispute is resolved in your favour, we will lift the limit on your funds and those funds may be released to you. If the dispute is not resolved in your favour, we may remove the funds from your Account.

1. **Refunds**

You may ask for a refund at any time for any funds that you have paid into your Account except if the amount to refund relates to fees or charges payable to us.

If the amount the User has asked to refund relates to our fees and charges, the process set out in the Clause "Disputes with Us" must be followed.

If we agree to the refund, the funds will be received by the User via the same payment method(s) that the User used to make the original payment to us. We may, in our sole discretion, use an alternative payment method in exceptional circumstances.

We may refund funds to Users irrespective of whether a User has requested funds be refunded if: (1) we are required by law or consider that we are required by law to do so; (2) we determine that refunding funds to the User will avoid any dispute or an increase in our costs; (3) we refund funds to the User in accordance with any refund policy specified by us from time to time; (4) we find out that the original payment made by the User is fraudulent; (5) the User made a duplicate payment in error; or (6) we consider, in our sole opinion, that it is likely that the refund of funds is necessary to avoid a credit card chargeback.

You can request a refund by using our [customer support website](https://www.freelancer.com/users/helpdesk.php) or emailing us at [support@Regbuzz.com](mailto:support@freelancer.com). If you have done so, you must not initiate a chargeback request with your credit card issuer until such time as all reasonable efforts have been exhausted with us to resolve your request.

If you have already initiated a chargeback request with your credit card issuer, you must not request a refund of funds by contacting us and must not seek double recovery.

If we reasonably determine, having considered all the relevant circumstances, that you have made an excessive or unreasonable number of requests to refund funds back to you or chargebacks, we may suspend, limit or close your Account.

There is no minimum amount for a refund.

1. **Withdrawals**

Your first withdrawal of funds earned will be delayed for fifteen days for security and fraud purposes.

Subsequent withdrawals may be delayed for up to fifteen days where our fraud prevention policies dictate that a delay is required.

We impose a minimum withdrawal amount for funds earned. This is set out in our schedule of “[Fees and Charges](https://www.freelancer.com/feesandcharges)”.

We may require you to be Regbuzz Verified before you can withdraw funds from your Regbuzz account, irrespective of whether or not a delay has been enforced..

You acknowledge and agree that we may seek to verify your identity or request additional information from you as part of our anti-fraud and Know Your Customer policy, as outlined in the section on "Identity / Know Your Customer" in this agreement.

1. **Chargebacks**

A chargeback (being a challenge to a payment that an Employer files directly with their credit card issuer) and a reversal instruction is made by the payment product issuer or third parties (such as payment processors) and not by us. We are bound to follow their instructions.

You acknowledge and agree that we will be entitled to recover chargebacks and reversals that may be imposed on us by a payment product issuer or third parties (such as payment processors) on funds paid to you by Employers through the Website.

You agree that we may reverse any such payments made to you, which are subject to chargeback or reversal instruction via your payment product issuer or third parties (such as payment processors).

1. **Right To Refuse Service**

We may close, suspend or limit your access to your Account without reason. Without limiting the foregoing, we may close, suspend or limit your access to your Account:

* if we determine that you have breached, or are acting in breach of, this User Agreement;
* if you under-bid on any Project in an attempt to renegotiate the actual price privately, avoiding fees;
* if we determine that you have breached legal liabilities (actual or potential), including infringing someone else's Intellectual Property Rights;
* if we determine that you have engaged, or are engaging, in fraudulent, or illegal activities;
* you do not respond to account verification requests;
* you do not complete account verification when requested within 3 months of the date of request;
* you are the subject of a United Nations, Australian, EU or USA sanctions regime, or our banking and payment relationships otherwise preclude us from conducting business with you;
* to manage any risk of loss to us, a User, or any other person; or
* for other similar reasons.

If we close your Account due to your breach of this User Agreement, you may also become liable for certain fees as described in this User Agreement.

Without limiting our other remedies, to the extent you have breached this User Agreement, you must pay us all fees owed to us and reimburse us for all losses and costs (including any and all of our employee time) and reasonable expenses (including legal fees) related to investigating such breach and collecting such fees.

You acknowledge and agree that: (1) the damages that we will sustain as a result of your breach of this User Agreement will be substantial and will potentially include (without limitation) fines and other related expenses imposed on us by our payment processors and Users and that those damages may be extremely difficult and impracticable to ascertain; (2) if you breach this User Agreement, we may fine you up to US$3,000 for each breach and/or we may take legal action against you to recover losses that are in excess of the fine amount; (3) a fine of up to US$3,000 is a presently reasonable pre-estimate or minimum estimate of our damages, considering all currently existing circumstances, including (without limitation) the relationship of the sum to the range of harm to us that reasonably could be anticipated and the anticipation that proof of actual damages may be impractical or extremely difficult; and (4) we may release the entire (or part of the) amount of the fine from your Account to us.

If we close your Account for a reason other than as a result of your breach of this User Agreement, unless as otherwise specified in this User Agreement, you will be entitled to receive any payment due from us to you.

In the event that we close your Account, you will have no claim whatsoever against us in respect of any such suspension or termination of your Account.

1. **Other Disputes With Users**

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 the quality of the services provided.

If you continue to have any difficulties or problems in relation to a dispute with another User, we encourage you to contact us as set out in the Clause entitled "Contacting us".

1. **Disputes With Us**

If a dispute arises between you and Regbuzz, 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. We strongly encourage you to first contact us directly to seek a resolution by using our [customer support website](https://www.freelancer.com/users/helpdesk.php) or emailing us at [support@Regbuzz.com](mailto:support@freelancer.com).

For any claim, Regbuzz may elect to resolve the dispute in a cost effective manner through binding non-appearance-based arbitration. If Regbuzz 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 Regbuzz 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 Regbuzz 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, Regbuzz may recover its legal fees and costs (including in-house lawyers and paralegals), provided that Regbuzz 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, Regbuzz 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.

Regbuzz'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.

1. **Currencies**

Some of the Websites will display rates in the local currency of that Website, in addition to the actual amount. These rates are based on a conversion from the originating currency using indicative market exchange rates. You understand and agree that these rates are only indicative and the amount specified in the origin currency is the actual amount.

As a convenience service, you may withdraw funds from the Website in another currency. If you wish to do so, you will be quoted an exchange rate which will be available for the time specified, which you may choose to accept. We may charge a fee for effecting the currency conversion transactions. This fee will be embedded within the rate provided to you and the currency exchange will be settled immediately.

We reserve the right to reject any request for a conversion of currency at any time.

You are responsible for all risks associated with converting and maintaining funds in various available currencies, including but not limited to the risk that the value of these funds will fluctuate as exchange rates change, which could result in decreases in the value of your funds in aggregate. You must not use (or attempt to use) the Website to engage in speculative trading, which could result in substantial losses. We are not a financial services provider.

All information included on the Website in respect of currency conversion is general information only. Use of currency conversion is at your own risk. Currency conversions are final and irreversible.

1. **Competitions**

We may run and promote competitions on the Website from time to time and such competitions will be subject to the terms and conditions as published by us on the Website.

Prizes awarded will be denominated in USD unless stated otherwise. Competition winners will be determined by us in accordance with the applicable terms and conditions at our absolute discretion. All decisions made us in respect of competition are final and we will not enter into any correspondence in relation to the prize or the promotion.

1. **Questions**

Employers can promote a Question hosted on the Website by providing a Question Brief and paying the Question Prize in accordance to our instructions provided on the Website. An Employer which promotes a Question acknowledges and agrees that it is solely responsible for the operation and promotion of the Question and warrants that it will comply with all applicable law in respect of the operation and promotion of the Question. We have no liability for loss suffered by a User in connection with a Question including but not limited to loss suffered (or penalties imposed) in connection with a contravention of law.

Employers can promote either: (1) a regular prepaid Question, under which an Employer may select one or more winning Entrant(s) and Employers may request that the Question Prize be released to them if a winner has not been chosen within 30 days of the Question closing date; or (2) a guaranteed Question, under which a Employer may select one or more winning Provider(s) and if no winner is selected, we will release the Question Prize to Entrants of the guaranteed Question and charge the appropriate fees and the Employer will have no rights to have the Question Prize released to them or to use any entries that have been submitted. After 30 days of the Question closing date, we reserve the right to distribute the Question prize to the participating users.

1. **Release**

If you have a dispute with one or more Users, you release us (and our officers, directors, agents, subsidiaries, joint ventures and employees) from claims, demands and damages (actual and consequential) of every kind and nature, known and unknown, arising out of or in any way connected with such disputes.

1. **Access And Interference**

You agree that you will not use any robot, spider, scraper or other automated means to access the Regbuzz Website for any purpose without our express written permission.

Additionally, you agree that you will not:

take any action that imposes or may impose (in our sole discretion, exercised reasonably) an unreasonable or disproportionately large load on our infrastructure;

interfere with, damage, manipulate, disrupt, disable, modify, overburden, or impair any device, software system or network connected to or used (by you or us) in relation to the Regbuzz Website or your Account, or assist any other person to do any of these things, or take any action that imposes, or may impose, in our discretion, an unreasonable or disproportionately large load on our infrastructure;

copy, reproduce, modify, create derivative works from, distribute, or publicly display any content (except for your information) from the website's without the prior express written permission of Regbuzz and the appropriate third party, as applicable;

interfere or attempt to interfere with the proper working of the website's, services or tools, or any activities conducted on or with the website's, services or tools; or

bypass our robot exclusion headers or other measures we may use to prevent or restrict access to the Website.

1. **Closing Your Account**

You may close your Account at any time. The option is located in the [Account Settings](https://www.freelancer.com/users/settings.php#/AccountSettings).

Account closure is subject to:

* not having any outstanding listings on the Website; and
* resolving any outstanding matters (such as a suspension or restriction on your Account); and
* paying any outstanding fees owing on the Account.

1. **Privacy**

We use your information as described in the Regbuzz [Privacy Policy](https://www.freelancer.com/about/privacy). If you object to your information being transferred or used in this way then you may not use our services.

1. **Indemnity**

You will indemnify us (and our officers, directors, agents, subsidiaries, joint venturers and employees) against any claim or demand, including legal fees and costs, made against us by any third party due to or arising out of your breach of this Agreement, or your infringement of any law or the rights of a third party in the course of using the Regbuzz Website and Regbuzz Services.

In addition, we can apply any funds in your Account against any liabilities you owe to us or loss suffered by us as a result of your non-performance or breach of this User Agreement.

1. **Security**

You must immediately notify us upon becoming aware of any unauthorised access or any other security breach to the Website, your Account or the Regbuzz Services and do everything possible to mitigate the unauthorised access or security breach (including preserving evidence and notifying appropriate authorities). You are solely responsible for securing your password. We will not be liable for any loss or damage arising from unathourised access of your account resulting from your failure to secure your password.

1. **No Insurance Or Warranty**

We do not offer any form of insurance, or other Employer or Provider protection.

1. **No Warranty As To Each User's Purported Identity**

Because User identification on the internet is difficult, we cannot and do not confirm each User's purported identity. We may provide information about a User, such as a strength or risk score, geographical location, or third party background check or verification of identity or credentials. However, such information is based solely on data that the User submits and we provide such information solely for the convenience of Users and the provision of such information is not an introduction, endorsement or recommendation by us.

1. **No Warranty As To Content On The Website**

The Website is a dynamic time-sensitive website. As such, information on the Website will change frequently. It is possible that some information could be considered offensive, harmful, inaccurate or misleading or mislabelled or deceptively labelled accidently by us or accidentally or purposefully by a third party.

Our Services, the Website and all content on it are provided on an 'as is', 'with all faults' and 'as available' basis and without warranties of any kind either express or implied. Without limiting the foregoing, we make no representation or warranty about:

* the Website or any Provider Services or Regbuzz Services;
* the accuracy, reliability, availability, veracity, timeliness or content of the Website or any Provider Services or Regbuzz Services;
* whether the Website or Provider Services or Regbuzz Services will be up-to-date, uninterrupted, secure, error-free or non-misleading;
* whether defects in the Website will be corrected;
* whether the Website, the Provider Services or the Regbuzz Services or any data, content or material will be backed up or whether business continuity arrangements are in place in respect of the Website, Provider Services or Regbuzz Services;
* any third party agreements or any guarantee of business gained by you through the Website, Provider Services or Regbuzz Services or us; or
* the Website, Provider Services or Regbuzz Services or infrastructure on which they are based, being error or malicious code free, secure, confidential or performing at any particular standard or having any particular function.

To the extent permitted by law, we specifically disclaim any implied warranties of title, merchantability, fitness for a particular purpose, quality, suitability and non-infringement.

1. **Limitation Of Liability**

In no event shall we, our related entities, our 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 Website.

The limitations on our liability to you above shall apply whether or not we, our related entities, our affiliates or staffs have been advised of the possibility of such losses or damages arising.

Notwithstanding the above provisions, nothing in this User Agreement is intended to limit or exclude any liability on the part of us and our affiliates and related entities where and to the extent that applicable law prohibits such exclusion or limitation.

To the extent that we are able to limit the remedies available under this User Agreement, we expressly limit our 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 our sole discretion) to the supply of the Regbuzz services again or the payment of the cost of having the Regbuzz services supplied again.

1. **Jurisdiction 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.

1. **Bar To Action**

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

1. **No Class Actions**

You and we agree that you and we will only be permitted to bring claims against the other only on an individual basis and not as a plaintiff or class member in any purported class or representative action or proceeding. Unless both you and we agree otherwise, the arbitrator may not consolidate or join more than one person's or party's claims and may not otherwise preside over any form of a consolidated, representative, or class proceeding. In addition, the arbitrator may award relief (including monetary, injunctive, and declaratory relief) only in favour of the individual party seeking relief and only to the extent necessary to provide relief necessitated by that party's individual claim(s). Any relief awarded cannot affect other Users.

1. **Notices**

Legal notices must be served on Regbuzz (in the case of Regbuzz) or to the email address you provide to Regbuzz during the registration process (in your case). Notice will be deemed given 24 hours after email is sent, unless the sending party is notified that the email address is invalid or that the email has not been delivered. Alternatively, we may give you legal notice by mail to the address provided by you during the registration process. In such case, notice will be deemed given three days after the date of mailing.

Any notices to Regbuzz must be given by registered ordinary post (or if posted to or from a place outside Australia, by registered airmail).

1. **Law And Forum For Legal Disputes**

This Agreement will be governed in all respects by the laws of China. We encourage you to try and resolve disputes using certified mediation (such as online dispute resolution processes). If a dispute cannot be resolved then you and Regbuzz irrevocably submit to the non-exclusive jurisdiction of the courts of Hangzhou, China.

1. **Severability**

The provisions of this User Agreement are severable, and if any provision of this User 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 us to an associated entity at any time, or to a third party without your consent in the event of a sale or other transfer of some or all of our assets. In the event of any sale or transfer you will remain bound by this User Agreement.

1. **Interpretation**

Headings are for reference purposes only and in no way define, limit, construe or describe the scope or extent of such section.

1. **No Waiver**

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 section shall exclude or restrict your liability arising out of fraud or fraudulent misrepresentation.

1. **Communications**

You consent to receive notices and information from us in respect of the Website and Services by electronic communication. You may withdraw this consent at any time, but if you do so we may choose to suspend or close your Account.

1. **Additional Terms**

It is important to read and understand all our policies as they provide the rules for trading on the Regbuzz website. In addition there may be specific policies or rules that apply, and it is your responsibility to check our Help pages and policies to make sure you comply.

Each of these policies may be changed from time to time. Changes take effect when we post them on the Regbuzz website. When using particular services on our website, you are subject to any posted policies or rules applicable to services you use through the website, which may be posted from time to time. All such policies or rules are incorporated into this User Agreement.

1. **Feedback**

If you have any questions about this User Agreement, or if you wish to report breaches of this User Agreement, please contact us by using our [customer support website](https://www.freelancer.com/users/helpdesk.php) or emailing us at [support@Regbuzz.com](mailto:support@freelancer.com).