# **Payment Terms**

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The following terms (these "**Payment Terms**") govern payments you make or receive in connection with the services offered on or through <u>www.fiverr.com</u> or the Fiverr mobile application (the "**Site**"), operated by Fiverr International Ltd. (8 Kaplan St. Tel Aviv 6473409, Israel).

Fiverr Inc. (26 Mercer St, New York, NY 10013, USA) with respect to payments from the U.S. and Fiverr Limited (6, Vasili Vryonides str., 3095 Limassol, Cyprus) with respect to payments from outside the U.S. Fiverr International Ltd. and its subsidiaries, Fiverr Inc. and Fiverr Limited, are collectively referred hereto as "Fiverr" "we" or "us".

Please read these Payment Terms carefully before making or receiving payments for the services on or through the Site. By making or receiving payments for the services offered on or through the Site, you accept and agree, on behalf of yourself or on behalf of your employer or any other entity (if applicable), to be bound and abide by these Payment Terms. These Terms are supplemental to Fiverr's General Terms of Service and Fiverr Pro Terms of Service, as applicable (collectively, the "Terms of Service").

# 1. Key Terms

Capitalized terms used but not defined herein shall have the respective meanings given to them in the Terms of Service.

**Fiverr Balance** is the aggregated amount of your Earnings as a Seller and/or returned payments from canceled Orders (or canceled Weekly Report) as a Buyer and/or your Fiverr Pro Balance (as defined in the Fiverr Pro Terms of Service).

**Payment Services Provider(s)** are service providers that provide payment services to Buyers and Sellers in connection with the Site. These services include the collection of funds from Buyers in connection with purchases, remittance and withdrawal of funds to and from Sellers, currency exchange services in connection with payments and withdrawals in local currencies, and the holding of Fiverr Balance funds.

**Earnings** is the money that Sellers earn on Fiverr and can either be withdrawn or used to purchase services through the Site, subject to these Terms.

# 2. Receiving Payments

#### 2.1 General

- As a Seller, each Order you sell and successfully complete, credits your account with Earnings equal to 80% of the purchase amount.
- For Sellers, on Hourly Contracts, the Services detailed in each Weekly Report you successfully complete, credits your account with Earnings equal to 80% of the Hourly Rate for the number of hours on the completed Weekly Report.
- As a Seller, each Logo Design you sell through the Logo Maker credits your account with Earnings which will be calculated according to a tier-based earning model. Regardless of the package type that was purchased, each tier will earn a fixed percentage of every sale— the lowest tier earning the smallest percentage (20%) and the highest earning the largest (50%). Each tier represents the earning percentage you can make for every sale. Tiers are based on your overall sales on Logo Maker for the last 12 months. Your tier will be recalculated on a monthly basis, on the first day of each month. To learn more, click here.
- Fiverr credits Sellers once an Order, or Weekly Report for Hourly Contracts, is completed. See the "Orders" section in the Terms of Service for more information.
- If an Order, or Weekly Report for Hourly Contracts, is canceled (for any reason), the funds paid will be returned to the Buyer's Fiverr Balance.
- Sellers are responsible for paying any direct or indirect taxes, including any GST, VAT or income tax, which may apply to them depending on residency, location or otherwise, under provisions of their jurisdiction. Sellers represent and warrant that they comply, and will comply at all times, with their obligations under income tax provisions in their jurisdiction. The price shown on the Gig Page, Seller's AI Model page, the Logo Maker order page, or otherwise agreed between Seller and Buyer, is inclusive of all such taxes and charges that may apply to the Sellers.
- Appointment as Limited Payment Collection Agent: Payment Service Providers facilitate payments to Sellers. In the event Fiverr receives any funds, Seller agrees that Fiverr does so as its agent. Seller hereby appoints Fiverr as Seller's limited authorized payment collection agent solely for the purpose of accepting payments (via its Payment Services Provider, if applicable) from Buyer, and remitting those payments to Seller. Seller agrees that payment from Buyer to Fiverr shall be considered the same as a made directly to Seller. Buyer's payment obligation to Seller will be satisfied upon receipt of payment by Fiverr via its Payment Services Providers, and Fiverr via its Payment Services Providers, is responsible for remitting the funds to Seller in the manner described in these Payment Terms. In the event that Fiverr, (via its Payment Services Providers), does not remit any such amounts to Seller, the Seller will have recourse only against Fiverr and not the Buyer

directly. Seller agrees that Fiverr may describe or otherwise reflect the terms contained herein in any terms of service, receipts, disclosures, or notices including, but not limited to, receipts provided to Buyers that Fiverr may deem necessary or prudent.

• Fiverr is not a Payment Services Provider. Fiverr partners with Payment Services Providers for purposes of collecting payments from Buyers, transferring such payments from Buyers to Sellers, and holding funds in connection with Fiverr Balances. None of the above payment services are performed by Fiverr itself. In addition, all payments services in connection with the withdrawal of funds on the Site are performed by Fiverr's Payment Services Providers and not by Fiverr itself. As a Seller, you agree to be bound by any additional terms and conditions provided by a Payment Services Provider, as such terms may be modified by the Payment Services Provider from time to time.

## 2.2 Withdrawing Earnings

- Sellers may withdraw their Earnings using one of Fiverr's withdrawal options (see Withdrawal Method section below regarding withdrawal fees). To withdraw your available Earnings, you must click on the designated withdrawal provider to initiate the withdrawal process.
- To withdraw your Earnings, you must have an account with at least one of Fiverr's Payment Service Providers for the withdrawal methods listed in section 2.3 below. All funds eligible for Withdrawal will be held on your behalf at an account with Fiverr's Payment Services Provider with which you opened an account. All payment services, including withdrawal services, will be provided by Fiverr's Payment Services Provider and not by Fiverr itself.
- Your Fiverr profile can be associated with only one account from each Fiverr withdrawal method. A Payment Service Provider withdrawal account can be associated with only one Fiverr profile.
- Earnings are only made available for withdrawal from the Earnings page following a safety clearance period of 14 days after the Order is marked as complete. Top Rated Sellers are eligible to withdraw Earnings following a safety clearance period of 7 days after the Order is marked as complete. For Hourly Contracts, the safety clearance period is 7 days after the Weekly Report is completed.
- Fiverr may temporarily disable a Seller's ability to withdraw Earnings where
  Fiverr determines, in its sole discretion, that such action is reasonable in
  order to comply with legal requirements, prevent fraud, or protect the rights or
  interests of Fiverr or any third party. While not an exhaustive list, this

suspension may be a result of security issues, improper behavior reported by other users, or associating multiple Fiverr accounts to a single withdrawal provider.

- Withdrawals can only be made in the amount available to you.
- Withdrawal fees vary depending on the withdrawal method and are defined by the Payment Service Providers.
- Withdrawals are final and cannot be undone. We will not be able to cancel or reverse this process once it has begun.
- In certain cases, Sellers may withdraw Earnings in several different currencies. All currency exchange services in connection with such withdrawals are performed by Fiverr's Payment Services Providers and not by Fiverr itself. Your Fiverr Balance is always derived from its US\$ value and, therefore, the local currency amount of your Fiverr Balance may change daily in accordance with exchange rate fluctuations and also includes conversion fees. Sellers always have the option to withdraw Earnings in US\$.
- Sellers will be able to withdraw their Earnings from disabled accounts after a safety period of 90 days following full verification of ownership of the account in question, from the day of the last cleared payment received in their account and subject to Fiverr's approval.

### 2.3 Withdrawal Methods

Below are the applicable withdrawal methods and withdrawal fees as charged by the Payment Services Providers you chose to open an account with, as applicable:

- Withdraw to your PayPal Account US\$0 Fee\*. For a list of PayPal services by country <u>click here</u>.
- Fiverr Revenue Card™ (operated by Payoneer) US\$1 Fee\* within 2 days, or US\$3 Fee\* within 2 hours. For more information, see <u>Pricing and</u> <u>Fees</u>. Available worldwide, except for India and Russia.
- Local Bank Transfer (LBT) (operated by Payoneer) US\$3 per transfer\*. For more information, see <u>Pricing and Fees</u>. Available worldwide.
- Direct Deposit (ACH) (operated by Payoneer) US\$1 per transfer\*. For more information, see <a href="Pricing and Fees">Pricing and Fees</a>. Available only in the US.

<sup>\*</sup> The Payment Services Provider that you chose (PayPal or Payoneer) may apply additional fees based on your location and currency.

# 3. Purchasing

### 3.1 General

- Buyers pay Fiverr to create an Order from a Seller's Gig Page, Custom Offer or Seller Al Creation Model or through Logo Maker. For Hourly Contracts, Pro Clients pay once a week, every Monday, for the Service detailed in the Hourly Weekly Report (for more information, see the Hourly Contracts section below).
- Fiverr is not a Payment Service Provider. Fiverr partners with Payment Services Providers for the purpose of collecting all payments from Buyers, transferring such payments from Buyers to Sellers, and holding funds in connection with Fiverr Balances. All payment services in connection with the collection of funds on the Site are performed by Fiverr's Payment Services Providers and not by Fiverr.
- Fiverr serves as Seller's limited authorized payment collection agent solely for the purpose of accepting payments (via its Payment Services Provider, if applicable) from Buyer, and remitting those payments to Seller. Buyer's payment obligation to Seller will be satisfied upon receipt of payment by Fiverr via its Payment Services Providers and Fiverr via its Payment Service Providers is responsible for remitting the funds to the Seller in the manner described in these Payment Terms. In the event that Fiverr via Payment Services Providers does not remit any such amounts to Seller, the Seller will have recourse only against Fiverr and not the Buyer directly. In accepting liability as the limited authorized payment collection agent of Seller, Fiverr and its affiliates assume no liability for any acts or omissions of Seller.
- In most locations, purchases on Fiverr can be made by using one of the following payment methods: Credit Card, PayPal, Fiverr Credits or existing Fiverr Balance. Additional payment methods may apply in certain locations. More information on available payment methods is available here.
- Service fees on Fiverr cover administrative costs.
- Service fees are added at the time of purchase where you can review and accept the total amount requested to pay. As of June 2024, the service fees for Gigs are 5.5% of the purchase amount. For purchases under US\$100 an additional US\$3 small order fee will be applied.
- For Hourly Contracts, at the time of Hourly Contract initiation, where you can review and accept the Hourly rate, an Order initiation fee is added to any new

Hourly Contract ("Order Initiation Fee"), and service fees are added to the Hourly Rate. As of July 2024, the Order Initiation Fee is US\$5, and the service fees for Hourly Contracts are 5.5% of Hourly Rate.

- In case you, as a Buyer, have an available Fiverr Balance, it will be automatically used to pay for your next purchase.
- You may not offer Sellers to pay, or make payment using any method other than through the Site. In case you have been asked to use an alternative payment method, please report it immediately to Customer Support here.
- You agree to receive invoices and/or payment receipts from Fiverr in electronic form as PDF documents, by email or through the Site.
- To protect against fraud, unauthorized transactions (such as money laundering), claims, or other liabilities, payment information in connection with withdrawals is collected by either Fiverr or Fiverr's Payment Services Providers. Payment Services Providers may also collect such other information as necessary for the purpose of processing withdrawal payments. Payment information provided to Payment Services Providers is subject to the Payment Service Provider's privacy policy and their terms and conditions.
- By using any payment method and/or providing payment details for making purchases on Fiverr, you represent and warrant that: (a) you are legally authorized to provide such information; (b) you are legally authorized or have permission to make payments using the payment method(s); (c) if you are an employee or agent of a company or person that owns the payment method, you are authorized by that company or person to use the payment method to make payments on Fiverr; and (d) such actions do not violate any applicable law.

## 3.2 Hourly Contracts

- When Pro Client accepts an hourly Custom Offer and pays the Order Initiation Fee, the Hourly Contract will enter into force. Pro Client irrevocably authorizes and instructs Fiverr to charge their payment method the Hourly Rate, as well as the applicable service fees and taxes, for the Services detailed in a Weekly Report.
- The weekly billing cycle for Hourly Contracts starts on Monday at 00:00 UTC and ends the following Sunday at 23:59 UTC. Pro Clients will be automatically charged every Monday and will receive an invoice generated in connection with the hours reported by Seller on the Weekly Report.

- The Hourly Weekly Report will be automatically submitted to Pro Client's review on Sunday at 23:59 UTC.
- A Weekly Report will be automatically marked as complete if not disputed within 72 hours after charging the Pro Client's payment method ("Dispute Period"). It is the Pro Client's responsibility to review the Hourly Weekly Report each week and file any disputes within the Dispute Period. Once the Dispute Period expires, the Pro Client is deemed to have accepted the Freelancer's Services detailed in the Weekly Report.
- Disputes may only address the hours reported in a Weekly Report. Fiverr does not guarantee the quality of work and Fiverr's Customer Support will not accept disputes for the quality of Services.

## 3.3 Purchasing through Fiverr Go

- All Al-Generated Deliveries have a fixed price set by the Seller.
- Before completing an Order via Seller Al Model, you will be able to preview a watermarked version of the Al-Generated Delivery.
- Buyers can request Seller, within 24 hours after purchasing, to perform one edit to the Al-Generated Delivery, in the scope defined by Seller.
- Buyers can always contact the Seller and request further edits or requirements via a Custom Offer.
- For cancellations of Fiverr Go Al-Generated Delivery, please refer to the "Disputes and Cancellations" section below.

# 3.4 Purchasing through Fiverr Logo Maker

- All Logo Designs have a fixed US\$ price and can be purchased either in the basic logo package or in additional packages as indicated in the Logo Design Order Page.
- Before completing an Order, you will be able to preview a watermarked version of the Logo Design embedded with your brand name, and to further modify the Logo Design using the editing tools. Once payment has been made, Orders of Logo Designs may not be canceled.
- You can also purchase redesign services from the Seller who created the Logo Design. The price of such redesign services is determined by the Seller

and a service fee will be charged solely for the additional redesign services. For cancellations of logo redesign services, please refer to the "Disputes and Cancellations" section below.

#### 3.5 Local Currencies

- You can pay for the services offered on or through the Site and other Orders in several different currencies. For your convenience, prices will be rounded up to the closest number. At checkout, you will see the accurate amount to be paid. Unless stated otherwise, you will be charged in the currency displayed on the payment page. All currency exchange services in connection with payments in local currencies are performed by Fiverr's Payment Services Providers and not Fiverr itself. In certain cases, however, when certain currencies are not supported by certain payment methods, you will be charged in US\$ even if the price is displayed in another currency. In any event, the actual charged amount (in the actual payment currency) will be clearly disclosed to you before you complete the payment.
- On Hourly Contracts, all payments will be in the currency set when the Client initiates the Hourly Contract. All future payments will be charged at the same currency. This means the Hourly Rate will vary based on the exchange rate at the time of payment.
- Note that all prices displayed on Fiverr are derived always from their original US\$ price and, therefore, non-US\$ currency prices may change daily in accordance with exchange rate fluctuations and may also include conversion fees. Buyers always have the option to pay in US\$ by changing their currency.
- If you paid for an Order, or Weekly Report for Hourly Contracts, in a currency other than US\$ and your Order, or Weekly Report for Hourly Contracts, was later canceled for any reason, the amount returned to your Fiverr Balance would be based on the exchange rate as of the date of cancellation. Therefore, the returned amount may vary from the paid amount in local currency terms, while always maintaining the same US\$ value.
- Your Fiverr Balance is always valued in US\$, even if it is displayed in a non-US\$ currency. Therefore, should you choose to view your Fiverr Balance in any currency other than US\$, it may change daily in accordance with exchange rate fluctuations, while always maintaining the same US\$ value. Users always have the option to view their Fiverr Balance in US\$ by changing their selected displayed currency.

#### 3.6 Fiverr Credits

In certain instances, Fiverr may offer you credits ("Fiverr Credits" or "Credits"), either for promotional purposes or otherwise, to be used for purchasing Services offered on the Site. Your available Credit balance will appear in your account. Your valid Fiverr Credits will be automatically applied to your next purchase and can be viewed in your Order summary after you place the Order. Unless stated otherwise, Fiverr Credits expire following three months from their receipt. Fiverr Credits serve only as an incentive to use Fiverr, and, therefore, are not redeemable for cash or anything of value except as made available by Fiverr under this section, have no monetary value and are non refundable. Once used, Fiverr Credits may not be returned to your account even if your Order or Weekly Report gets canceled. Fiverr Credits may be subject to additional conditions and restrictions as will be disclosed to You upon receipt of the Credits. Credits may be voided in the event of fraud, misuse, or violation of these Terms. Fiverr reserves the right to modify or cancel the Fiverr Credits program at any time. If you or Fiverr deactivate or suspend your Fiverr account, any unused Fiverr Credits in your account will be forfeited.

#### 3.7 Promo Codes

From time to time we may offer you promo codes for purchasing Gigs and/or other services offered on the Site, on special discounts. Promo Codes are valid only for purchases on Fiverr and are subject to different time limitations and will expire after their predefined term. Promo codes have no monetary value. To exercise your promo code, simply enter the code on the checkout page. If you fail to do so, your purchase will not be eligible for the discount. Promo codes are limited to one use per user and may not be used or combined with any other promotion. For Orders that are composed of one or more milestones, the promo code will apply to the first milestone only. Promo Codes do not apply to Fiverr Credits. Promo Codes may be subject to additional conditions and restrictions as will be disclosed to you upon receipt of the promo codes. Promo codes may be voided in the event of fraud, misuse, or violation of the Terms of Service. Fiverr reserves the right to modify or cancel promo codes at any time.

### 4. Taxes

- Fiverr may be required by applicable laws to charge users with indirect taxes (such as Sales Tax, VAT or GST) or to withhold taxes. Any amount Fiverr will be required to collect will be in addition to the purchase amount and any other fees payable by the Buyer, and any amount Fiverr will be required to withhold will be deducted from the Seller's Earnings, as required by applicable laws.
- Indirect taxes are in addition to the price shown on the Site, and in any event, any such taxes will always be displayed to the Buyer before payment.
- Users are responsible for paying any direct or indirect taxes, including any GST, VAT, or income tax, which may apply to them depending on residency, location or otherwise, under provisions of their jurisdiction.

# 5. Disputes and Cancellations

We encourage our Buyers and Sellers to try and settle conflicts amongst themselves. If for any reason this fails after using the Resolution Center or if you encounter non-permitted usage on the Site, users can contact Fiverr's Customer Support department for assistance here.

#### 5.1 Basics

- Order, or for Hourly Contracts Weekly Report, cancellations can be performed on Fiverr, when eligible, by Fiverr (via Customer Support or otherwise) or through the Resolution Center.
- Filing a transaction dispute or reversing a payment through your payment provider or your bank, after an Order, or for Hourly Contracts - Weekly Report, is accepted and delivered, is a violation of these Payment Terms. Doing so may get your account temporarily or permanently disabled. Note: Once you have filed a dispute with your payment provider, the funds will be ineligible for a refund due to our obligations towards the payment provider.
- In the event that you encounter an issue related to Services, you are encouraged to use the Site's dispute resolution tools to attempt to resolve the matter.
- Fiverr, through its Payment Services Provider, reserves the right to cancel Orders or place funds on hold for any suspected violation of the law, the Terms of Service, or fraudulent transactions made on the Site.
- All transfer and assignment of intellectual property to the Buyer shall be subject to full payment by the Buyer. The Buyer will not be allowed to use the delivery if payment is canceled for any reason.
- If an Order is cancelled (for any reason), the funds paid will be returned to the Buyer's Fiverr Balance.
- Revisions to deliveries can be performed by Sellers based on the Seller's Gig and customer care. Sellers may determine the amount of revisions they wish to offer, including no revisions.
- Requests for revisions can be performed through the Order Page while the Order, or for Hourly Contracts - Weekly Report, is marked as Delivered.

 Requesting to gain more services from Sellers beyond the agreed requirements by using the Request Revisions button is not allowed.

#### **5.2 Order Cancellations**

- Fiverr encourages Buyers and Sellers to resolve service disputes mutually using the Resolution Center.
- Eligibility for requests to Fiverr to cancel an Order will be assessed by Fiverr based on a potential misconduct, violations of our Terms of Service and/or our Community Standards and improper usage of the Fiverr delivery system. See below for Order specific eligibility.
- Completed Orders (or, where applicable, completed milestones) may be canceled, upon review of our Customer Support team, based on potential misconduct, violations of our Terms of Service and/or our Community Standards, up to 14 days after the Order (or Milestone) is marked as complete. Please be advised that Orders cannot be partially canceled (i.e. we can only cancel the entire Order when it is justified). For Hourly Contracts, completed Weekly Reports, may be canceled, upon review of our Customer Support team, based on potential misconduct, violations of our Terms of Service and/or our Community Standards, up to 7 days after the Weekly Report is marked as Complete.
- In rare circumstances where we find it appropriate, our Customer Support team may cancel a completed Order even after 14 days have passed from its completion. For Hourly Contract, our Customer Support team may cancel a completed Hourly Report even after 7 days have passed from its completion. In such cases, the amounts paid for the canceled Order (or Weekly Report for Hourly Contract) will be returned to the Buyer's Fiverr Balance and will be deducted from the Seller's Fiverr Balance or, if there are no sufficient amounts in the Seller's Fiverr Balance, from future Earnings of such Seller.
- For Orders made through the Fiverr Go Al Model or Fiverr Logo Maker, subject to applicable laws, once payment has been made, the Order is final and cannot be canceled or refunded
- Orders are not eligible to be canceled based on the quality of Service/materials delivered by the Seller if the service was rendered as described in the Gig Page or as agreed between Seller and Buyer. You may rate your experience with the Seller on the Order Page, including the overall level of service quality received.
- You must use Fiverr Resolution Center to address your concerns and desired resolution related to the service provided by their Seller prior to contacting

Customer Support. Customer Support will not take any action against Orders, or Weekly Reports, where the Buyer has failed to inform their Seller of issues related to the Seller's Service and will allow Sellers to provide a resolution first. This does not include non-permitted usage of Fiverr.

- Any non-permitted usage of Fiverr encountered during an Order, after being reviewed by our Customer Support team, may result in the Order being canceled. This includes, but not limited to; harassment, unlawful behavior, or other violations of Fiverr's Terms of Service.
- Fiverr will cancel Orders, or for Hourly Contracts Weekly Report, based on, but not limited to, the following reasons:

<u>Active Orders</u> (after requirements were submitted to the Seller and before the Seller delivers on Fiverr):

- The Seller is late **and** unresponsive for more than 24 hours while the Order is marked as Late.
- Users are abusive towards the other party through threats of low ratings or leveraging Order materials (such as logins, personal information) against each other.
- Users supplied or included copyright/trademark infringing materials as part of their requirements or the Seller's delivery.
- The user is no longer an active Fiverr user due to Terms of Service violations or closure of their account.

<u>Delivered Orders</u> (after the Seller clicks Deliver Now and before the Order is marked as completed):

- The Seller uses the delivery system to extend the delivery due date to complete the requested service without providing the final delivered service. Note: Multiple reported offenses will result in permanent suspension of your account.
- The Seller delivers no files and/or proof of work related to the agreed upon Order requirements. Note: Subjectivity of the materials in question will be reviewed by our Customer Support team.
- The Seller requests additional payments, on or off the Site, by withholding the final delivery of services directly related to the agreed requirements.
- The Seller is withholding the final delivery of services for improved ratings.

- Users who abuse the Request Revisions button to gain more services from Sellers beyond the agreed requirements.
- Users who threaten to leave a damaging review to gain more services from the Seller not related to the agreed requirements.

<u>Completed Orders, or completed Weekly Report</u> (after the order is marked as complete and before the 14-day limitation, or 7 days for Hourly Contracts):

- Users who have been reported to use copyright/trademark infringing materials after verification and with proof.
- Users who did not purchase commercial use rights and are reported to have used the materials commercially. Note: Terms of Commercial use are found on the Seller's Gig Page and cannot be retroactively included once the Order is completed for over 14 days.
- Fiverr Customer Support will review cases of Order delivery manipulation that prevents users from fully utilizing our Resolution Center that enabled the Order to be marked as complete.

## 5.3 Chargebacks

Fiverr reviews cases of payment provider chargebacks and disputes on behalf of Sellers. Although results vary per case due to each chargeback reason, we work hard on resolving disputes in the Seller's favor. If the chargeback case allows, Fiverr via one of its Fiverr's Payment Services Providers will return parts or full Earnings back to Sellers, otherwise the chargeback amount will be borne by the Seller.

#### 5.4 Refunds

- Fiverr does not automatically refund payments made for canceled orders, or for Hourly Contracts - canceled Weekly Report, back to your payment provider. Funds from cancellations are returned to the Buyer's Fiverr Balance and are available for future purchases on Fiverr.
- Refunds from Buyer's Fiverr Balance (i.e. refunds directly to your payment provider) can be requested from the billing page. The refund will be based on your payment method(s), amount and currency. To prevent fraud and abuse, we limit the total amount of times users can request a payment provider refund, which is subject to review by our Customer Support team. Such refunds may be subject to an additional fee.
- Sellers may offer a partial refund with respect to a specific Order or Weekly Report to the Buyer. Upon acceptance by the Buyer of such partial refund, the

amount will be automatically refunded to the Buyer's payment method. In the event that Fiverr, through its Payment Service Providers, will not be able to refund the agreed amount to Buyer's payment method, such amount will be added to Buyer's Fiverr Balance.

### 6. General Terms

### **6.1 Modifications**

- Fiverr may make changes to these Payment Terms from time to time. When
  these changes are made, Fiverr will make a new copy of the terms available
  on this page.
- You understand and agree that if you use Fiverr after the date on which the Payment Terms have changed, Fiverr will treat your use as acceptance of the updated Payment Terms. If you do not agree to the changes of the Terms, you will have to deactivate your account. For more information, see "How to deactivate or permanently delete your account".
- Fiverr may change these Terms due to changes in the Site and in the usual course of developing our product and services, changes in any relevant feature or functionality of the Site, changes in circumstances beyond our reasonable control, to adapt to new technologies, and to address changes in law and regulatory requirements as well as security and fraud issues.

### 6.2 Governing Law

Any claims pursuant to these payment terms related to the processing of transactions and card payments from the U.S. will be governed by and construed in accordance with the laws of the State of New York, and any claims pursuant to these payment terms related to the processing of transactions and card payments outside of the U.S. will be governed by and construed in accordance with the laws of Cyprus.