



## Terms and Conditions of AustraliaFreelanceMarket.com.au

### Service offering and liability

- Australia Freelance Market makes available its infrastructure and web-based processes with the purpose of facilitating the introduction of registered freelancers to clients seeking to hire same (service).
- Registered freelance service providers (freelancers) can pause or cancel their entries immediately at any time without stating a reason.
- Entities wishing to procure the services of a freelancer (client) may make searches of the service without the need to register. Registration is only required once an introduction to a freelancer/s is requested.
- Australia Freelance Market can deny access to freelancers or clients (users) without stating a reason and without observance of a time limit. Australia Freelance Market can restrict or stop its services temporarily or permanently without notice.
- Every effort is made to ensure the highest standards are adhered to, but users acknowledge that in using the service they do so at their own risk. It is also agreed that by using the service that Australia Freelance Market accepts no liability whatsoever.
- Australia Freelance Market is not responsible for content provided by its freelancers or that which is displayed on hyperlinked information. Australia Freelance Market can adapt, change or reject the contents provided by the freelancer. Australia Freelance Market is not responsible for correctness, accuracy and relevance of content or possible copyright breaches by its freelancers.
- Personal data is treated in accordance to Australian data protection and privacy law.
- Australia Freelance Market is not liable for mistakes or failures of its users and is not responsible for their obligations or legal disputes.

### Obligations of the users

- Unless authorized in writing, the service may not be used by commercial employment agencies, contracting companies or any other third party who is not the direct buyer or provider of a freelance service.
- Freelancers are obligated to provide correct and accurate information and to ensure that their profile is regularly updated such that it provides an accurate reflection of the service they offer. The inclusion of illegal or copyright protected information is strictly prohibited. Freelancers are fully liable for damages that emerge from the inclusion of their content.
- The service offered by Australia Freelance Market including the technical infrastructure and registered freelancers is to be accessed and used in accordance to the overall intent of the provision.

The service may not be accessed and used in an atypical or excessive way as determined by Australia Freelance Market. In case of wilful damage, Australia Freelance Market reserves the right to claim from the originator all expenses for testing, data cleansing and rectification. Additionally a misuse fee of AUD 1000 must be paid.

- Users are not allowed to sell or process the Australia Freelance Market information commercially and, in the case of a breach, Australia Freelance Market reserves its right to claim compensation to the amount of the lost revenues, opportunity costs and the legal costs incurred in protecting its rights.
- These Terms and Conditions may be changed at any time. Users are required to keep themselves up to date regarding possible changes to the Terms and Conditions.
- The users and Australia Freelance Market are jointly obligated to fair interactions with each other. In case of a disagreement, differences are to be settled in good faith through negotiation. However, if negotiations are not successful both the parties agree that prior to initiating legal proceedings, mediation will be sought through the Sydney Chamber of Commerce.

## Fees

- The client's use of the Australia Freelance Market service is free of charge.
- When a freelancer introduction to a client occurs, the freelancer agrees to pay two times the published hourly rates to Australia Freelance Market (introduction fee). Should a client introduction be requested which is not made in good faith and is determined to be non-genuine, the introduction fee will not apply. In this case, the freelancer must notify Australia Freelance Market in writing within 14 working days of the introduction or the full fee will be due. A non-genuine request for introduction exists if:
  - a) After several attempts the freelancer could not contact the client.
  - b) The client requested an introduction even though there was no real need or intent to appoint a freelancer at that time.
  - c) The requirements of the client differed very significantly from the skills and capabilities published in the freelancer's profile.

If the freelancer, despite cancellation, accepts an assignment with the client for whom the introduction fee was cancelled within one year of the requested cancellation, the freelancer must inform Australia Freelance Market within 14 days and a fee of 10% of the total revenue will be charged. If assignments are not reported, the freelancer will have to donate 50% of his revenue to a nominated Australian charity. The donation is recognized as charitable and tax-deductible.

- In case of a project introduction the other side must be contacted by phone as soon as possible. In the interest of the client, the contact must be made even if the project obviously does not fit to the freelancer's skills or if the freelancer is currently unavailable. Australia Freelance Market has to be informed within three days if the other side could not be reached.
- The invoice generated by Australia Freelance Market will contain the service fee plus additions for GST. Bills must be paid within 14 days without any discount. When not paid within 14 days, Australia Freelance Market is allowed to charge interest of 0.03% per day and an additional late payment fee of AUD 20.00 + GST.
- Bills to freelancers and clients are delivered by email. If an additional delivery by mail, email or fax is desired, administrative fees of AUD 5 will be charged.

## **Legal relationship between clients and freelancers**

Until a related contract is signed by the client and freelancer for provision of services, the following is valid:

- The first meeting between a client and freelancer is for the purpose of determining the freelancers capabilities and to verify project suitability. The freelancer will not charge for this meeting, which is free of charge and should not exceed one hour.
- On the client agreeing to use the services of a freelancer, a direct contract between the client and the freelancer will be entered into. Australia Freelance Market will have no relationship between the parties other than as the provider of a service to facilitate that introduction.
- The client must pay the freelancer according to the hourly rate listed.
- The freelancer is bound to charge only the published hourly rate towards the client.
- All other terms will be according to the contract entered into between the parties whether in writing or verbally undertaken.

## **Final clauses**

- These Terms and Conditions are accepted with the user's first access to the service, information and or processes of Australia Freelance Market. Any changes or adaptations of these Terms and Conditions must be in writing.
- The jurisdiction is Sydney, NSW, Australia.
- If individual terms or conditions should be ineffectual or unworkable, all other terms shall remain valid. In this case, the non-effective or unworkable term or condition will be replaced by another that is as close as possible to the original intention.

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