



## Terms and Conditions of Freelance-Market.com.au

### Service offering and liability

- Freelance-Market makes available its infrastructure and web based processes with the purpose of facilitating the introduction of registered contractors to clients seeking to hire same (service).
- Registered freelance service providers (contractors) can pause or cancel their entries immediately at any time without stating a reason.
- Entities wishing to procure the services of a contractor (client) may make searches of the service without the need to register. Registration is only required once an introduction to a contractor/s is requested.
- Freelance-Market can deny access to contractors or clients (users) without stating a reason and without observance of a time limit. 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 Freelance-Market accepts no liability whatsoever.
- Freelance-Market is not responsible for content provided by its contractors or that which is displayed on hyperlinked information. Freelance-Market can adapt, change or reject the contents provided by the contractor. Freelance-Market is not responsible for correctness, accuracy and relevance of content or possible copyright breaches by its contractors.
- Personal data is treated in accordance to Australian data protection and privacy law.
- 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 not the direct buyer or provider of a freelance service.
- Contractors 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. Contractors are fully liable for damages that emerge from the inclusion of their content.
- The service offered by Freelance-Market including the technical infrastructure and registered contractors 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 Freelance-Market. In case of wilful damage, Freelance-Market reserves the right to claim from the originator all expenses for testing, data cleansing and rectification. Additionally a misuse fee of AU\$ 1000 must be paid.
- Users are not allowed to sell or process the Freelance-Market information commercially and, in the case of a breach, 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 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 Freelance-Market service is free of charge.
- When a contractor introduction to a client occurs, the contractor agrees to pay two times the published hourly rates to 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 contractor must notify 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 contractor could not contact the client.
  - b) The client requested an introduction even though there was no real need or intent to appoint a contractor at that time.
  - c) The requirements of the client differed very significantly from the skills and capabilities published in the contractor's profile.

If the contractor, despite cancellation, accepts an assignment with the client for whom the introduction fee was cancelled within one year of the requested cancellation, they must inform Freelance-Market within 14 days and a fee of 10% of the total revenue will be charged. If assignments are not reported, the contractor 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 contractor's skills or if the contractor is currently unavailable. Freelance-Market has to be informed within three days if the other side could not be reached.
- The invoice generated by 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, Freelance-Market is allowed to charge interest of 0.03% per day and an additional late payment fee of AU\$ 20.
- Bills to contractors and clients are delivered by email. If an additional delivery by mail, email or fax is desired, administrative fees of AU\$ 5 will be charged.

### **Legal relationship between clients and contractors**

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

- The first meeting between a client and contractor is for the purpose of determining the contractors capabilities and to verify project suitability. The contractor 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 contractor, a direct contract between the client and the contractor will be entered into. 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 contractor according to the hourly rate listed.
- The contractor 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 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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