

Terms of use

Last updated: June 15th, 2018

General

Lancerport OÜ, a company established and existing under the laws of Estonia, with the registry code 14391062, located at Harju maakond, Kuusalu vald, Pudisoo küla, Männimäe, 74626 (hereinafter “FreelancerCoin”, “we”, “us” or “our”) connects professional freelancers with FreelancerCoin clients and enables to set up smart contracts through the online platform <https://www.freelancercoin.io> (the “Website”).

By accessing and using the Website or its services, you agree to the following terms of use (hereinafter “Terms”), as well as all applicable laws and regulations. Please read the following Terms carefully. If you do not agree to all of these Terms, please do not use this Website or services provided on this Website. Your access to and use of this Website constitutes your acceptance of and agreement to abide by each of the Terms set forth below including our Privacy Policy which is hereby incorporated in these Terms by reference.

These Terms may be modified, changed, supplemented or updated by FreelancerCoin team in its sole discretion at any time. In case of update to these Terms, we will notify you via Website. Unless you delete your account within ten (10) days, the new terms will be effective immediately and apply to any continued or new use of our services. Therefore we suggest that you visit this page regularly to keep up to date with any changes.

Use of FreelancerCoin service

FreelancerCoin is an Ethereum-based freelancing platform that uses Blockchain technology. The service is provided and is subject to a payment in FreelancerCoin tokens that are ERC20 tokens. Such tokens are issued by FreelancerCoin in the course of initial coin offering (ICO) and can be used for concluding a smart contract between the client and the freelancer and used as a payment instrument within the Website.

FreelancerCoin is providing escrow service solely to deliver, hold or receive payment for projects engaged via Website and to pay for the service (Inc. service fee) provided by FreelancerCoin. Client and the freelancer acknowledge that all the payments related to the project shall be paid through escrow account. Upon the client and the freelancer have concluded an agreement for the project, the client

shall escrow the project fee payable to the freelancer in the FreelancerCoin escrow account. The escrow shall be released and transferred to the freelancer, upon the project or the milestone of the project has been accepted by the client. Hereby the client and the freelancer acknowledge that the escrow means depositing FreelancerCoin tokens in the cryptocurrency wallet opened in the name of and managed by FreelancerCoin. For the sake of clarity, FreelancerCoin shall not accept fiat currencies or other monetary funds to its escrow account.

To get started, you will need to register via Website and accept these Terms. By doing so, you confirm that any registration information submitted by you is true, accurate and complete, and you consent to use FreelancerCoin service in compliance with these Terms.

In order to enter into these Terms and to use FreelancerCoin service, you must be at least 18 years of age and have active legal capacity. If you are acting on behalf of a legal entity, the legal entity must be duly incorporated and also have full legal capacity. When acting on behalf of a legal entity you represent that you have full legal authority to bind that entity.

For registering as a user (either as client or freelancer), you will need to authenticate yourself via personal e-mail account. Creation of a user account is required for the use of FreelancerCoin service during which we, subject to our Privacy Policy referred herein, request you to submit relevant personal data. FreelancerCoin service can only be used when logged into your account. You understand and agree that you are liable for maintaining confidentiality of your password. You shall immediately notify us if you believe the security of your account has been compromised.

Every registered user shall be provided with his own unique crypto-wallet constituting part of FreelancerCoin platform, in order to manage their finance within the Website. For avoidance of doubt you cannot use or link any of your previous crypto-wallet with your account.

Acceptance of these Terms shall form a legally binding agreement between you and us for using FreelancerCoin Service.

Use of FreelancerCoin Service by the client

FreelancerCoin Service enables clients to post projects regarding to which they would like to use freelancer's contribution. Client may post multiple project offers to the Website. However we reserve the right to hide the offers from the Website, if the client has posted five or more similar project offers and those offers have not been active for 7 calendar days.

Once the client selects a freelancer amongst the series of proposals received for his project, the freelancer and the client can use in-app messaging system in order to discuss the conditions of the agreement. When mutual agreement is reached, the smart contract is secured and the funds are held in escrow.

Use of FreelancerCoin service by the freelancer

Single account rule is applied to the usage of FreelancerCoin service by freelancer. For avoidance of doubt, freelancer is not allowed to use FreelancerCoin service through multiple accounts. If we discover that freelancer has multiple accounts, then we may require additional information to identify the freelancer. Upon the submission of the foregoing, we will delete other accounts registered on the name of the freelancer.

In order to reduce the number of unreasoned proposals to clients projects, to which freelancer does not qualify, we have established the point granting system. According to this, upon registration of the account, the freelancer is granted with 60 points. Points can be used for making proposals to the projects offered by the clients. Each proposal made by the freelancer values 2 points. Points shall be re-granted to the freelancer at the beginning of every month. For avoidance of doubt, freelancer is unable to submit any new proposals if he has ran out of points.

After the submission of the proposal the client may require further means to verify the identity of the freelancer. Freelancer is enabled to add his own portfolio and provide additional certifications to demonstrate that he is qualified to work on project offered by the client. If the client has verified the identity and accepted the proposal of the freelancer, then the parties shall conclude an agreement.

In order to secure the quality of the freelancer's work, we have limited the total work load which can be accepted during one month period.

In the event of hourly rated work, the total hours of work accepted via Website cannot exceed 16 hours per day or 112 hours per month. If the contract is not subject to an hourly rated work, then the freelancer cannot sign more than 5 agreements during one month period. If any of the foregoing limit is exceeded, then the freelancer is disabled to conclude an agreement with the client.

Fees

We charge fees for certain services, such as transaction between the client and the freelancer and project management service. 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 price list indicated on our Website, which we may change from time to time.

Third Party Content

We may display third-party content, advertisements, links, promotions, logos and other materials on our Website (collectively, the “Third-Party Content”) for your convenience only. We do not approve of, control, endorse or sponsor any third parties or Third-Party Content, and we make no representations or warranties of any kind regarding such Third-Party Content, including, without limitation, the accuracy, validity, legality, copyright compliance, or decency of such content. Your use of or interactions with any Third-Party Content, and any third party that provides Third-Party Content, are solely between you and such third parties and we are not responsible or liable in any manner for such use or interactions. We are not responsible for any of the content on third party sites linked to our Website nor can it be assumed that we have reviewed or approved of such sites or their content, nor do we warrant that the links to these sites work or are up to date.

User Content

If you post, upload, input, provide or submit your personal data to us, including without limitation, your name, email address, IP address, cryptocurrency address, text, code or other information and materials, sign up to our mailing list or create an account on our Website (collectively, your “User Content”), you must ensure that the User Content provided by you at that or at any other time is true, accurate, up to date and complete and that any User Content you post, upload, input, provide or submit to us or via our Website do not breach or infringe the intellectual property rights of any third party. We do not own, control or endorse any User Content that is transmitted, stored or processed via our Website or sent to us and we are not responsible or liable for any User Content. You are solely responsible and liable for all of your User Content and for your use of any interactive features, links or information or content on our Website, and you represent and warrant that (i) you own all intellectual property rights (or have obtained all necessary permissions) to provide your User Content and to grant the licenses in these terms; (ii) your User Content will not violate any agreements or confidentiality obligations; and (iii) your User Content will not violate, infringe or misappropriate any

intellectual property right or other proprietary right, including the right of publicity or privacy, of any person or entity.

You are entirely responsible for maintaining the confidentiality of your User Content and any of your non-public information. Furthermore, you are entirely responsible for any and all activities that occur under your account (if any). You agree to notify us immediately of any unauthorized use of your User Content, account or any other breach of security. We will not be liable for any loss or damages that you may incur as a result of someone else using your User Content or account, either with or without your knowledge. However, you could be held liable for losses incurred by the FreelancerCoin Parties (as defined below) or another party due to someone else using your User Content or account. You may not use anyone else's User Content or account at any time without the permission of such person or entity.

By posting, uploading, inputting, providing or submitting your User Content to us, you grant FreelancerCoin, its affiliates and any necessary sub-licensees a non-exclusive, worldwide, perpetual, right and permission to use, reproduce, copy, edit, modify, translate, reformat, create derivative works from, distribute, transmit, publicly perform and publicly display your User Content and sub-license such rights to others.

You must immediately update and inform us of any changes to your User Content by updating your personal data by contacting us at support@FreelancerCoin.io, so that we can communicate with you effectively and provide accurate and up to date information to you.

Although we have no obligation to screen, edit or monitor User Content, we reserve the right, and have absolute discretion, to remove, screen or edit User Content. Furthermore, if we have reason to believe that there is likely to be a breach of security, breach or misuse of our Website or if you breach any of your obligations under these terms or the Privacy Policy, we may suspend your use of this Website at any time and for any reason.

Any User Content submitted by you on this Website may be accessed by us globally.

Payments and Release

The fee for the project shall be agreed in agreement concluded between the client and the freelancer. All fees payable by the client to freelancer shall be in FreelancerCoin tokens).

Upon concluding an agreement with the freelancer, the client shall escrow the payment for the project in full to a FreelancerCoin escrow account. Tokens payable for the fulfilment of the project (or its milestone) shall be held in escrow until the agreed obligations are executed in an agreed standards.

The escrowed tokens shall be released and transferred to the freelancer upon the client has accepted the project or milestone of the project and the client has informed us about the acceptance of the project and instructed on release of the escrowed tokens. Client's instruction in relation to the escrow is irrevocable. FreelancerCoin has no responsibility to and may not be able to recover such funds.

Escrowed tokens shall be released upon any of the following:

- Freelancer cancels the contract before a milestone payment has been released;
- Freelancer and the client have issued a joint written application for a release;
- Freelancer and the client agree to terminate the contract;
- Dispute resolution community has made a decision regarding to the dispute regarding the quality of work.

FreelancerCoin do not grant any guarantees to the client or to the freelancer in regarding to the floatation of the value of the token being escrowed within its escrow.

Up until there are no users qualifying for the dispute resolving community, the dispute shall be resolved by FreelancerCoin team.

Deposit and Withdraw the tokens

By clicking "deposit" and "withdraw" button, client and freelancer can send the tokens from user's metamask wallet to FreelancerCoin escrow wallet or send from FreelancerCoin escrow wallet to metamask wallet using Metamask. Client and freelancer can use tokens after they deposit the tokens on FreelancerCoin platform.

Fast Exchange

By clicking “Fast Exchange” button, client and freelancer can send Ethereum and Bitcoin to Lancerport wallet using cryptocurrency payment module. The FreelancerCoin team exchange to the tokens from cryptocurrency exchange markets and deposit the tokens to FreelancerCoin escrow account. FreelancerCoin do not grant any guarantees to the client or to the freelancer in regarding to the floatation of the value of the token being exchanged from Cryptocurrency exchange markets.

Feedback

All FreelancerCoin Service users (clients and freelancers) may post feedback about each other. Feedback shall consist comments, ratings, and indicators of the satisfaction of the opposing party. Feedback provided in relation to you shall be available to other Website users.

The feedback shall be constructive in nature. Feedback or a comment which contain any malignant keyword shall be deleted.

We do not investigate any comments posted by other users for accuracy or reliability but we may do so if you request us. You acknowledge that you may be held legally responsible for damages suffered by the other user as a result of your defamatory comment. We are not legally responsible for any feedback or comments posted or made available on the Website by any users even if that information is defamatory. Notwithstanding the foregoing, we shall reserve the right to remove any posted feedback or comment, in our sole discretion, which violates these Terms.

Dispute Resolution

Dispute between freelancer and client regarding the quality of work done by the freelancer shall be resolved by a community based voting system. The nature of the dispute shall be presented to the dispute resolving community, along with work files submitted by the freelancer.

The decision shall be made on the basis of a majority vote. The party with the majority vote shall be able to withdraw their payment.

Dispute resolving community is formed of individuals who meet three criteria: (1) individuals who currently hold a FreelancerCoin tokens, (2) have used our platform

as freelancer or as a client for at least 6 month, and (3) have been highly ranked by other Website users.

Dispute resolving community members who voted for the majority will gain additional tokens, whereas who voted for the minority will have their tokens lost and evenly given to the majority voters.

Aggregate Information

We may gather information and statistics collectively about all visitors to this Website which may include the information supplied by you. This information helps us to design and arrange our Web pages in a user-friendly manner and to continually improve our Website to better meet the needs of our Website users. We may share this kind of aggregate data with selected third parties to assist with these purposes. Personal data is processed by us in accordance with our Privacy Policy.

Intellectual Property

FreelancerCoin and its licensors retain all right, title and interest in and to this Website and its products and services, including all copyrights, patents, trade secrets, trademarks, other intellectual property rights, trade names, logos, slogans, custom graphics, button icons, scripts, videos, text, images, software, code, files, content, information and other material available on our Website and nothing on this Website may be copied, imitated or used, in whole or in part, without our or the applicable licensor's prior written permission. FreelancerCoin reserves all rights not expressly granted.

Any unauthorised reproduction is prohibited.

You may only access, use and print the information and material on this Website for non-commercial or personal use provided that you are authorized to access such information or material and keep intact all copyright and proprietary notices.

You must not otherwise reproduce, adapt, store, transmit, distribute, print, display, commercialise, publish or create derivative works from any part of the content, format or design of this Website.

If you seek to reproduce or otherwise use the content on this Website in any way it is your responsibility to obtain approval from us for such use. Nothing in these terms will be construed as conferring any right or license to any patent, trademark,

copyright or other proprietary rights of FreelancerCoin or any third party, whether by estoppel, implication or otherwise.

Acceptable Use Policy

You must only use the content or services provided through the Website for their stated purpose. You must not use this Website to:

- a. publish, post, send, upload, submit, display or disseminate any information or material and/or otherwise make available or engage in any conduct that is unlawful, discriminatory, harassing, libelous, defamatory, abusive, threatening, harmful, offensive, obscene, tortious or otherwise objectionable;**
- b. display, upload or transmit material that encourages conduct that may constitute a criminal offence, result in civil liability or otherwise violate or breach any applicable laws, regulations or code of practice;**
- c. interfere or violate the legal rights (such as rights of privacy and publicity) of others or violate others use or enjoyment of this Website;**
- d. violate any applicable laws or regulations;**
- e. use this Website or links on this Website in any manner that could interfere with, disrupt, negatively affect or inhibit other users from using this Website or links on this Website or that could damage, disable, overburden or impair the functioning of this Website or our servers or any networks connected to any of our servers in any manner;**
- f. create a false identity for the purpose of misleading others or fraudulently or otherwise misrepresent yourself to be another person or a representative of another entity including, but not limited to, an authorized user of this Website or a FreelancerCoin representative, or fraudulently or otherwise misrepresent that you have an affiliation with a person, entity or group;**
- g. mislead or deceive us, our representatives and any third parties who may rely on the information provided by you, by providing inaccurate or false information, which includes omissions of information;**
- h. disguise the origin of any material transmitted through the services provided by this Website (whether by forging message/packet headers or otherwise manipulating normal identification information);**
- i. violate, infringe or misappropriate any intellectual or industrial property right of any person (such as copyright, trademarks, patents, or trade secrets, or other proprietary rights of any party) or commit a tort;**

j.upload files that contain viruses, Trojan horses, worms, time bombs, cancelbots, corrupted files, or any other similar software or programs that may damage the operation of another's computer or property;

k.send, upload, display or disseminate or otherwise make available material containing or associated with spam, junk mail, advertising for pyramid schemes, chain letters, virus warnings (without first confirming the authenticity of the warning), or any other form of unauthorised advertising or promotional material;

l.access any content, area or functionality of this Website that you are prohibited or restricted from accessing or attempt to bypass or circumvent measures employed to prevent or limit your access to any content, area or functionality of this Website;

m.obtain unauthorised access to or interfere with the performance of the servers which host this Website or provide the services on this Website or any servers on any associated networks or otherwise fail to comply with any policies or procedures relating to the use of those servers;

n.attempt to gain unauthorized access to any services or products, other accounts, computer systems, or networks connected to any of our servers through hacking, password mining, or any other means;

o.obtain or attempt to obtain any materials or information through any means not intentionally made available through this Website or its services;

p.harvest or otherwise collect, whether aggregated or otherwise, data about others including e-mail addresses and/or distribute or sell such data in any manner;

q.use any part of this Website other than for its intended purpose; or

r.use this Website to engage in or promote any activity that violates these Terms.

Indemnification

To the fullest extent permitted by applicable law, you will indemnify, defend and hold harmless us and our respective past, present and future employees, officers, directors, contractors, consultants, equity holders, suppliers, vendors, service providers, parent companies, subsidiaries, affiliates, agents, representatives, predecessors, successors and assigns (collectively, the "FreelancerCoin Parties") from and against all claims, damages, liabilities, losses, costs and expenses (including attorneys' fees) that arise from or relate to: (i) your access to or use of

our Website, products or services; (ii) your User Content; (iii) any Feedback you provide; or (iv) your violation of these Terms.

We reserve the right to exercise sole control over the defence, at your expense, of any claim subject to indemnification pursuant to these Terms. This indemnity is in addition to, and not in lieu of, any other indemnities set forth in a written agreement between you and FreelancerCoin.

Airdrop list

Users should be aware that the site owner receives affiliate and advertising revenue from numeral projects that appear on the site, and said remuneration may impact the location and order in which the companies' banners and offerings are promoted on our site.

We do our best to try to ensure all companies advertised on our site are trustworthy and hold the requisite licences for their offerings, the rankings or prominence of any banner/advertisement do not necessarily imply endorsement of the companies or their products.

Copyright and Limited License for FreelancerCoin magazine posts

We may retain data, text, photographs, images, video, audio, graphics, articles, comments, software, code, scripts and other content supplied by us, the FreelancerCoin or our licensors, which we call "FreelancerCoin Content." FreelancerCoin Content is protected by intellectual property laws, including copyright and other proprietary rights of the Estonia and foreign countries. Except as explicitly stated in these Terms, we do not grant any express or implied rights to use FreelancerCoin Content.

You are granted a limited, non-exclusive, non-transferable, and non-sublicensable license to access and use FreelancerCoin and FreelancerCoin Content for your personal use. You retain ownership of and responsibility for Content you create or own ("Your Content"). If you're posting anything you did not create yourself or do not own the rights to, you agree that you are responsible for any Content you post; that you will only submit Content that you have the right to post; and that you will fully comply with any third party licenses relating to Content you post.

Copyright and Limited License for FreelancerCoin marketplace

License: When you 'sell' an item, you're making your item available to buyers and downloaders to use that item under certain conditions; you're not actually selling the item itself. What you're selling includes a license directly to the buyer or downloader to use that item under the relevant license options that we set.

Item support: You can choose whether or not to support certain items. If you choose to support an item, this will be identified on the item page. All supported items include a support period. Buyers can buy support extensions on these items.

Your earnings; author fee: When your item is sold on FreelancerCoin Market, you will earn the item price component of the list price less an author fee that we charge. The author fee is what you are charged by FreelancerCoin for use of our platform and services as an author. The author fee is determined by whether you are selling the item only on FreelancerCoin Market exclusively and by the aggregate value of list price sales you've had in the past. The author fee you pay to us is set out in the rates schedule that we can change at our discretion, from time to time. Any changes to these rates will take effect on and from the date on which notice of the variation is posted by us on FreelancerCoin Market.

Review: We have rules about what we accept and don't accept and you can read up on these in our author-related FreelancerCoin Market information. Although we always like to provide constructive feedback we're not obliged to give you any reasons for rejecting your item. We have the final say on whether items are accepted for FreelancerCoin Market.

No Variation: You are not permitted to vary these terms as they apply between you and buyers, or to offer your items on different terms or with additional terms (for example, through your item description pages). Any different or additional terms that you try to impose on FreelancerCoin Market on your items will have no effect against buyers or FreelancerCoin.

Item price: The item price is made up of a license fee (for the license chosen for the item), and if relevant the item support fee (for supported items).

Buyer fee: This is the fee buyers pay FreelancerCoin for the buyer services we provide buyers.

Handling fee: In some transactions the total price may include a handling fee.

Taxes: Some transactions may be subject to tax that may be added to the price.

License: When you 'sell' an item, you're making your item available to buyers and downloaders to use that item under certain conditions; you're not actually selling the item itself. What you're selling includes a license directly to the buyer or downloader to use that item under the relevant license options that we set.

Holding earnings: If we decide that an item of yours does not comply with an applicable law or any of our rules or guidelines, including the FreelancerCoin Market Terms and these Author Terms, we can at our discretion disable the item or your membership. See our Intellectual Property Policy for more information. We may also hold any earnings on that item or your account for up to two years, and may release those held earnings during that period if we are satisfied that any dispute or issue about your item has been resolved.

Disclaimer

THIS WEBSITE AND ALL INFORMATION, PRODUCTS AND SERVICES PROVIDED THROUGH THIS WEBSITE ARE PROVIDED "AS IS" AND ON AN "AS AVAILABLE" BASIS WITHOUT ANY REPRESENTATIONS, WARRANTIES, PROMISES OR GUARANTEES WHATSOEVER OF ANY KIND INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATIONS, WARRANTIES, PROMISES OR GUARANTEES REGARDING THE ACCURACY, CURRENCY, COMPLETENESS, ADEQUACY, AVAILABILITY, SUITABILITY OR OPERATION OF THIS WEBSITE, ANY PRODUCTS OR SERVICES WE MAY PROVIDE THROUGH IT OR THE INFORMATION OR MATERIAL IT CONTAINS.

WE DISCLAIM ALL REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, WITH REGARD TO THE FOREGOING, INCLUDING, WITHOUT LIMITATION: (A) ANY WARRANTY WITH RESPECT TO THE CONTENT, INFORMATION, DATA, SERVICES, AVAILABILITY, UNINTERRUPTED ACCESS, OR SERVICES OR PRODUCTS PROVIDED THROUGH OR IN CONNECTION WITH THIS WEBSITE; (B) ANY WARRANTIES THAT THIS WEBSITE OR THE SERVER THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES, WORMS, TROJAN HORSES OR OTHER HARMFUL COMPONENTS; (C) ANY WARRANTIES THAT THIS WEBSITE, ITS CONTENT AND ANY SERVICES OR PRODUCTS PROVIDED THROUGH IT ARE

ERROR-FREE OR THAT DEFECTS IN THIS WEBSITE, ITS CONTENT OR SUCH SERVICES OR PRODUCTS WILL BE CORRECTED; (D) ANY WARRANTIES OF TITLE OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE; (E) ANY WARRANTIES THAT THIS WEBSITE WILL BE COMPATIBLE WITH YOUR COMPUTER OR OTHER ELECTRONIC EQUIPMENT; AND (F) ANY WARRANTIES OF NON-INFRINGEMENT. THE MATERIALS AND RELATED GRAPHICS PUBLISHED ON THIS WEBSITE COULD INCLUDE TECHNICAL INACCURACIES OR TYPOGRAPHICAL ERRORS. CHANGES ARE PERIODICALLY ADDED TO THE INFORMATION CONTAINED ON THIS WEBSITE. WE MAY MAKE IMPROVEMENTS AND/OR CHANGES TO THE WEBSITE, ITS PRODUCTS, SERVICES AND/OR THE MATERIALS DESCRIBED ON THIS WEBSITE AT ANY TIME.

In addition, to the maximum extent permitted by law, none of the FreelancerCoin Parties shall be responsible or liable for:

- a.any loss, liability, cost, expense or damage suffered or incurred arising out of or in connection with any access to or use of this Website or any of its content;**
- b.any reliance on, or decision made on the basis of, information or material shown on or omitted from this Website;**
- c.any representation or otherwise in respect of the existence or availability of any job, vacancy, assignment or other engagement or appointment advertised on this Website (if any) and any representation or otherwise that we have or will ask for a candidate's information, will or have asked to interview or hire a candidate, or that any candidates will meet our needs;**
- d.any matter affecting this Website or any of its content caused by circumstances beyond our reasonable control;**
- e.the performance of this Website and any fault, delays, interruptions or lack of availability of this Website and any of the services or products provided through this Website, which may occur due to increased usage of this Website, intermittent failures of this Website or the need for repairs, maintenance or the introduction of new facilities, products or services; and**
- f.any information or material on any website operated by a third party which may be accessed from this Website.**

IN NO EVENT WILL THE FREELANCERCOIN PARTIES BE RESPONSIBLE OR LIABLE FOR ANY CLAIMS, DAMAGES, LIABILITIES, LOSSES, COSTS OR EXPENSES OF ANY KIND, WHETHER DIRECT OR INDIRECT, CONSEQUENTIAL, COMPENSATORY, INCIDENTAL, ACTUAL, EXEMPLARY, PUNITIVE OR SPECIAL (INCLUDING DAMAGES FOR LOSS OF BUSINESS, REVENUES, PROFITS, DATA, USE, GOODWILL OR OTHER INTANGIBLE LOSSES) REGARDLESS OF WHETHER

THE FREELANCERCOIN PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, LIABILITIES, LOSSES, COSTS OR EXPENSES, ARISING OUT OF OR IN CONNECTION WITH: (A) THE USE OR PERFORMANCE OF THIS WEBSITE; (B) ANY PROVISION OF OR FAILURE TO PROVIDE THIS WEBSITE OR ITS SERVICES (INCLUDING WITHOUT LIMITATION ANY LINKS ON OUR WEBSITE); (C) ANY INFORMATION AVAILABLE FROM THIS WEBSITE; (D) ANY CONDUCT OR CONTENT OF ANY THIRD PARTY; (E) UNAUTHORIZED ACCESS, USE OR ALTERATION OF THE TRANSMISSION OF DATA OR CONTENT TO OR FROM US; OR (F) THE FAILURE TO RECEIVE IN ANY WAY THE TRANSMISSION OF ANY DATA, CONTENT, FUNDS OR PROPERTY FROM YOU. IN NO CIRCUMSTANCES WILL THE AGGREGATE LIABILITY OF THE FREELANCERCOIN PARTIES ARISING UNDER THESE TERMS EXCEED THE FEE ACTUALLY PAID TO FREELANCERCOIN FOR PROVIDING FREELANCERCOIN SERVICE IN REGARDING TO THE PROJECT ACCORDING TO WHICH THE DAMAGES HAVE ARISEN.

Due to unforeseeable events, we cannot guarantee that use of FreelancerCoin Service will always be uninterrupted, timely, secure or error-free. You understand that there might sometimes be occasions when the FreelancerCoin Service may be interrupted for certain time period, including, without limitation, for scheduled maintenance or upgrades, for emergency repairs, or due to failure of telecommunications links and/or equipment. However, we do our best to minimise those occasions and provide you the best possible user experience.

We do not warrant or guarantee that the FreelancerCoin Service will be compatible with all or any hardware and software which you may use, available all the time or at any specific time, uninterrupted, secure or error free.

We do not warrant or guarantee that the Services are legal in all countries. Additionally, the Services may be at any time be prohibited in any country or become regulated. Due to that FreelancerCoin may be required to postpone its activity or change it significantly.

We may, at any time, provide or make available updates or upgrades to the FreelancerCoin Service, including without limitation bug fixes, service enhancements, new features, deletion of existing functions, or modifications. Updates will be governed by these Terms, unless separate terms and conditions are provided with such updates, in which case that separate terms and conditions shall govern the updates.

Suspension and termination

These Terms shall remain in effect until terminated as set forth herein.

You have the right to delete your account, by serving FreelancerCoin a prior termination notice by e-mail at least 30 days in advance. Upon doing so FreelancerCoin shall delete your account and our legal relationship is deemed to be terminated.

We have the right to terminate the legal relationship with immediate effect, by deleting your account, if you (i) have provided morally inappropriate, fraudulent, misleading or inaccurate information (ii) are not eligible or authorized to use FreelancerCoin service or (iii) have materially violated any requirement stipulated in these Terms and have not remedied such violation (provided a remedy is possible and reasonable according to our opinion) within the term given by us.

We have the right to suspend your usage of the FreelancerCoin Service.

Upon the freelancer has received 3 poor evaluations from the clients, the freelancer shall be asked for explanations and granted with a warning. We may suspend the freelancer's usage of the FreelancerCoin Service for up to one week upon the freelancer receives a poor evaluation within one month period from the warning. Legal relationship with freelancer is terminated and his account is deleted upon the freelancer receives a poor evaluation within one month after the termination of the suspension period.

General

These Terms are governed by the laws of Estonia. All claims arising out of or relating to these Terms will be litigated exclusively in the courts of Estonia and you consent to personal jurisdiction in those courts.

These Terms control the relationship between us and you. They do not create any third-party beneficiary rights.

If you do not comply with these Terms, and we don't take action right away, this doesn't mean that we are giving up any rights that we may have (such as taking action in the future).

If it turns out that a particular term is not enforceable, the term will be modified such that it is enforceable and this will not affect any other terms contained herein.

If you have any questions regarding these Terms, please contact us at support@FreelancerCoin.io.