



FreeUp Client User Agreement - Terms of Use

November 11, 2017

FreeUp LLC
Document Sender :
Signer:



FreeeUp Client User Agreement - Terms of Use

This FreeeUp Network Client User Agreement - Terms of Use ("Agreement") is made and entered into between FreeeUp, LLC ("FreeeUp") and Client (any references herein to "you," "your," "they," "their" or any other identifiers shall apply to and have the same meaning and effect on the Client), and shall be effective immediately upon all parties having duly executed this Agreement.

Client desires to use the FreeeUp Network, its services and platform to attempt to locate Independent Contractors ("Freelancers") marketing their Services to potential Clients to satisfy Client's business needs on a non-exclusive basis.

FreeeUp is willing to permit Client to access the FreeeUp Network to locate and potentially enter into independent contracts with Freelancers to perform Services that Client is seeking.

This Agreement includes ACH Agreement and Credit Card Agreement (referred to as "Other Terms of Use") and Client accepts any and all terms, conditions and obligations set forth in the Other Terms of Use.

CLIENT'S ACCESS TO THE FREEEUP NETWORK. Client understands and acknowledges that admission and continued access to the FreeeUp Network is conditioned on Client's execution and fulfillment of all conditions and obligations of this Agreement and Other Terms of Use.

MARKETPLACE CONCEPT - ACCESS TO FREELANCERS ON A NON-EXCLUSIVE BASIS. Client understands and acknowledges that FreeeUp may, in its sole discretion and subject to certain subjective access criterion, permit an unlimited amount of Clients and Freelances access to the FreeeUp Network. Client understands that other Users on the FreeeUp Network may be engaged, may have previously been engaged, or may engage in the future in the same or similar business activities as Client. Client understands that Freelancers on the FreeeUp Network may have other clients both within the FreeeUp Network and outside of the FreeeUp Network, and may be performing Services similar in nature or the same as those performed for Client for Freelancers' other client. Client understands and acknowledges that Freelancers are independent contractors making themselves available to perform Services on a discretionary, non-exclusive basis, and any change or alteration of the non-exclusive basis for Services is solely between Client and Freelancer.

CLIENT AND FREELANCERS. Client and Freelancer are responsible for determining the manner and methodology for performing any Services. Client and Freelancer are responsible for determining length of project and any project scheduling. Any equipment, supplies, facilities or any other items necessary for use in and for the purpose of performing Services shall be between Client and Freelancers. Client and Freelancer are responsible for determining any onboarding related to the scope of Services agreed upon. Clients are encouraged to agree to the scope of hours required for any project with Freelancers in advance and in writing, and FreeeUp encourages this practice as an effort to forego any future issues between Client and Freelancers over time expended on Services, where applicable.

Prior to the commencement of any Services by any Freelancer, Client agrees that Freelancer's rates must be agreed to by Freelancer and Client, and consented to by FreeeUp. Client acknowledges that Freelancer must agree to perform Services for Client. Client understands and acknowledges that as part of their Independent Contractor status, Freelancers have no obligation to be "on call" at any time or "on call" 24 hours per day and/or 7 days per week for Client. Client further acknowledges that it is not any obligation of Freelancers as part of Freelancers' access and/or use of the FreeeUp Network. Client and Freelancer are responsible for all other aspects of their business relationship except, however, Client is responsible for complying with all obligations in this Agreement and Other Terms of Use.

CLIENT'S WARRANTIES AND OBLIGATIONS RELATED TO ACCESS AND USE OF THE NETWORK. Client represents and warrants that they will use the FreeeUp Network for business purposes only. Client further represents they are in good standing with all federal, state and local agencies, regardless of where Client's principal address, principal place of business, or any other locations, whether Client conducts business or has a business presence including without limitation where access to the FreeeUp Network or Services provided by Freelancers originate, continue or are completed. Client represents and warrants they are over the age of 18 years old (if an individual) and eligible to conduct business on the FreeeUp Network, regardless of where access or Services originate, continue or are completed. Client shall maintain appropriate legal authorization to conduct business under all applicable laws. Client shall comply with all applicable statutes and regulations. Client represents and warrants the Services sought on the FreeeUp Network are for lawful, legitimate,



business purposes only.

Client shall be solely responsible for payment to Freelancers through the FreeeUp Marketplace for all Services rendered to Client, regardless of whether Services are performed by Freelancer as an individual or Freelancers as a business entity with personnel ("Freelancer Personnel"). Client agrees it is solely responsible for all payments to Freelancers through the FreeeUp Marketplace for Services performed by Freelancer on a weekly basis.

Client agrees and acknowledges it is solely and exclusively responsible for any tax obligations related to its business. If Client has any other representatives ("Client Personnel") performing any services which relate to or pertain to any Services in which Freelancers may be performing for Client, Client shall be solely responsible for all wages, pay, costs, expenses, payments, taxes, insurance, benefits and any other monetary or non-monetary entitlements of any kind, if any, associated with any Client Personnel. Client agrees and acknowledges that any Client Personnel have no relationship with FreeeUp whatsoever and are not entitled to any payments of any kind from FreeeUp. Client agrees and acknowledges that Client shall treat Freelancers as Independent Contractors and that Client is solely responsible for any employment classification of any Freelancer or Freelancer Personnel. Client agrees and acknowledges that FreeeUp has no control, supervision, direction, decision-making authority, neither directly nor indirectly, for Freelancer and/or Freelancer Personnel other than Freelancer's access and use of the FreeeUp Network. Any customer support services provided by the FreeeUp Marketplace are for the benefit of Users and are not intended to, or to be construed as, FreeeUp exercising any control or direction of the independent relationship between Client and Freelancer.

Client acknowledges that FreeeUp's only function is to permit Client access to Freelancers on the FreeeUp Network that may be able to perform Services that Client is in need of.

CLIENT AGREES AND ACKNOWLEDGES THEY ARE SOLELY RESPONSIBLE FOR FULL PAYMENT FOR ALL SERVICES RENDERED BY ANY FREELANCER FOR FREELANCER'S SERVICES TO CLIENT ARISING OUT OF THE FREELANCER AND CLIENT'S ACCESS TO AND/OR USE OF THE FREEEUP NETWORK. CLIENT ACKNOWLEDGES AND AGREES THAT THIS IS A MATERIAL PROVISION OF THIS AGREEMENT, CLIENT'S ACCESS AND USE OF THE FREEEUP NETWORK.

Client gives FreeeUp express permission to share any and all contact information in the possession of FreeeUp with any Freelancers of Client and FreeeUp is authorized to maintain Client's information in FreeeUp's normal course of business.

TREATMENT OF ALL USERS. All Users, including Client, are expected to conduct themselves in a professional, courteous manner at all times. Client acknowledges it understands and agrees to conduct itself in a professional, courteous manner toward all Users, including Freelancers. FreeeUp does not tolerate unprofessional conduct in any form. This includes without limitation reports of any discrimination, harassment, unlawful or unprofessional conduct towards Freelancers and/or Freelancer Personnel and other Clients. FreeeUp considers the Network to be a place free of discrimination and retaliation of any kind and of equal opportunity to all potential users regardless of gender, sex, race, ethnicity, national origin, color, disability religion, sexual orientation and sexual preference. Client understands and acknowledges its continued access and/or use of the FreeeUp Network is conditioned on Client maintaining itself in the set forth manner at all times.

FURTHER ASSURANCES. Upon request by FreeeUp at any time, Client shall provide business records, including without limitation business licenses, or any other documents related to Client's business activities through the FreeeUp Network. Further, Client agrees to cooperate, including in the form of providing additional requested documents in an expedited manner to FreeeUp, upon request.

BENEFITS OF THE FREEEUP MARKETPLACE - FREEEUP'S OFFERINGS. Subject to FreeeUp's sole discretion, FreeeUp allows Client admitted to the Network access to Freelancers admitted to the FreeeUp Network in the United States and/or outside of the United States which may be—subject to Client and Freelancer's separate, express mutual agreement—able to perform Services in which Client has identified it is in need of. Subject to FreeeUp's sole discretion, FreeeUp allows Client access to the FreeeUp Network to potentially increase Client's accessibility to Freelancers potentially capable of providing Services that Client has indicated it is in need of. Subject to its sole discretion, FreeeUp permits Clients to access FreeeUp.com (the "Site") and potential Freelancers on the Site to serve as a platform by which Clients and Freelancers can be introduced and may enter into independent contractor agreements for Services in which Clients are in need of.



Based on Client's expressed requests, FreeeUp makes Client's requests available to all Freelancers on the FreeeUp Network and then may use subjective judgment to assist Clients to connect with single/multiple Freelancers on the Network, if applicable, that have indicated they are looking for new freelancing opportunities and that FreeeUp has identified as having a skill set and background that may be in accordance with Client's request.

FreeeUp may work with Client and Freelancer and attempt to assist in resolving any issues that may arise in the event Freelancer and Client are unable to resolve any issues amongst themselves.

Subject to certain terms and conditions as set forth more fully herein, FreeeUp may identify a new Freelancer for Client if Client's current Freelancer is not fulfilling the Services agreed to be performed upon Client's request and FreeeUp's independent assessment of current Freelancer's performance.

RIGHT AND OWNERSHIP OF WORK PRODUCT AND/OR INTELLECTUAL PROPERTY. All rights and/or ownership to work product and intellectual property shall be agreed upon between Client and Freelancers.

PAYMENT OF SERVICES. Client agrees and understands that it will be charged the full amount for all hours billed by Freelancer in providing the agreed to Services for Client as entered into the FreeeUp timeclock system. The billing/invoice period is Wednesday through Tuesday. Clients will be billed for Services rendered by Freelancer every Thursday. Client should receive an invoice via email outlining the hours billed by Freelancer for the prior billing/invoice period. Invoices for the previous billing/invoice period will be submitted to Client on Thursday as well, however, invoices may not be provided prior to Client being charged for the billing period. Client understands and agrees that this payment, billing and invoice arrangement is applicable to Client regardless of the payment method selected. Client expressly agrees to these payment terms and methodology.

Client is responsible for full payment of all billed hours for Services provided regardless of whether the Freelancers provide Services to Client directly or a third party engaging in business with Client. In the event a Client has a relationship with a third party by which Services are rendered by Freelancer to such party through Freelancer's engagement with Client, Client is fully responsible for all hours billed for Services provided to Client, up to and until any third party accesses the FreeeUp Network independently. This includes payments of all fees originating exclusively from Client's bank account(s) (ACH) and/or credit card(s).

Freelancers account for the time spent rendering Services to Client through use of the FreeeUp timeclock system. While Freelancers may provide Client with their own invoices, Client is responsible for the time Freelancer accounts for in the FreeeUp timeclock system. Client acknowledges that the FreeeUp Network does not use or offer screen capture or screenshot software. Client agrees that the lack of screen capture or screenshot software is not a valid reason for disputing an invoice of billed time for Services. Client has access to FreeeUp's timeclock system within its FreeeUp Account to view billed time at any time. Client can view the FreeeUp timeclock by logging into its FreeeUp Account on the FreeeUp Site. A video on how to use the timeclock can be found here: [//www.youtube.com/watch?v=a8UfX8IEJQk&feature=youtu.be](https://www.youtube.com/watch?v=a8UfX8IEJQk&feature=youtu.be)

All transactions are final. Client shall review all invoices upon receipt. Notwithstanding the foregoing, Client shall bring any questions or concerns pertaining to billing/invoices to the attention of Freelancer and, if necessary FreeeUp, within seven (7) days from the end of the billing period. After this period, and except as set forth herein, any disputes for refunds are between Freelancer and Client.

IMPORTANT NOTE: This subsection applies to a Client that found FreeeUp outside of Upwork.com. If Client found FreeeUp through Upwork.com, ask for FreeeUp's Upwork Client Agreement - Terms of Use.

Client has three (3) options to pay Freelancers for Services rendered. Client only needs to select ONE option.

- ACH/Bank account on file (Debited weekly)
- Credit Card on file (Charged weekly)
- Retainer (For international Clients only; amount paid upfront for future work)

Please Note: Client agrees to maintain a current and satisfactory payment method (satisfactory payment methods set for below) associated with Client's FreeeUp Account. Where there is not a current and satisfactory payment method associated with Client's FreeeUp account, i.e., Client is not able to be charged or full payment is not able to be processed (or covered) for all then current invoices related to Freelancers' Services to Client, FreeeUp may recommend Freelancers temporarily pause agreed to Services for Client until



a current and satisfactory payment method is provided to FreeeUp or the applicable payment processor. Client understands and agrees to these provisions and releases FreeeUp and any Freelancers from any liability, claims, disputes or damages in law or equity (collectively, "Claims") including without limitation any Claims for tortious interference as a result of any temporary pause, delay or termination of Freelancers' Services related to payment method submission requirements set forth herein and in the Other Terms of Use. Client understands, acknowledges and agrees to permit FreeeUp to seek Client's contact information and any information relating to payment method submission from Freelancers, if any, to assist Client and Freelancers to satisfy the payment method requirements and to resume Services.

Explained below

(View all options here: [//freeeup.com/payments/](https://freeeup.com/payments/)):

(i) ACH (Preferred Option) – ACH transaction is the preferred payment method. FreeeUp strongly prefers this option. Savings are then able to be passed onto Users by offering lower Services Fees for accessing and use of the FreeeUp Network. Client can keep its bank account information secure with FreeeUp. Client's bank account is debited every Thursday for the invoice(s) owed. See the ACH Agreement for more information. Client's invoice is discounted 1.1% each week for using the ACH option. Set up is fast, easy and secure using Payscale. NO MINIMUM REQUIRED.

(a) By Enrolling in the ACH payment program, Client agrees to the Client ACH Agreement & Authorization Form, [//FreeeUp.com/client-ach-authorization-form/](https://FreeeUp.com/client-ach-authorization-form/). This allows payments for Services rendered by Freelancers as provided in weekly invoices to be debited from Client's account. You must E-sign the ACH Agreement before submitting banking information.

(b) Enter the bank account information and checkout using this link [//freeeupach.mypayscale.com/s/freeeup-ach-1](https://freeeupach.mypayscale.com/s/freeeup-ach-1). \$10 will be debited from your bank account to complete the sync. FreeeUp will credit Client's first invoices from FreeeUp account the full \$10.00 and Client's bank information will be stored going forward. If Client does not use FreeeUp for contracting with a Freelancer, Client may request the \$10 back by contacting Accounting@FreeeUp.com.

(ii) Credit Card – Payment of weekly invoices for Services rendered by Freelancers are distributed to FreeeUp and then to Freelancers using Client's credit card. The Client credit card is kept in FreeeUp's system and invoices are automatically charged each week. NO MINIMUM REQUIRED.

(a) Enroll in the credit card payment program by completing the Credit Card Agreement - Authorization Form: [Credit Card Authorization Form](#)

(b) Client authorizes Stripe, Bluesnap, Armatic Inc. and any other payment processor ("Payment Processor") and FreeeUp to charge Client's credit card automatically for all current, past and future Services rendered. Subject to the Other Terms of Use, at FreeeUp's discretion it may choose in the future to switch payment processors from Stripe/Bluesnap/Armatic to another provider upon prior written notice. Client shall indemnify Payment Processor on behalf of FreeeUp and FreeeUp, its parent, subsidiaries, predecessors, affiliates, members, directors, officers, insurers, employees and agents, for any claim, demand, loss, liability or expense (including reasonable attorneys' fees, penalties, fines or interest) resulting from any charge or debit to Client's credit card.

Client consents to FreeeUp's Payment Processor storing Client's credit card(s) on an ongoing basis for the purpose of rendering payments to Freelancers contracted with Client for Services provided to Client, including Service Fees.

(c) If Client's credit card is cancelled or full payment is unable to be processed a new credit card must be provided right away. Client agrees that an updated, valid, and functional credit card must be provided within 48 hours.

(d) Client's access to and/or use of the FreeeUp Network, and Freelancer's Services, may be suspended or paused if a credit card gets declined and until it is updated and processing can be fulfilled.

(e) By providing FreeeUp and/or its Payment Processor your credit card you are accepting the FreeeUp Credit Card Terms which include:



1. Client authorizes FreeeUp LLC to charge Client's credit card automatically for all payment of all Freelancer's invoices for current and future Services rendered by Freelancers and submitted to FreeeUp at all times during which Client has access to or use of the FreeeUp Network.
2. Client understands and acknowledges that Client is solely and exclusively responsible for all transaction, credit card, chargeback or other fees.
3. Client's credit card will be retained for ongoing recurring payments of weekly invoices for payment of invoices for Services rendered by Freelancer and submitted to FreeeUp. Credit cards are normally charged on Thursday.
4. Backup credit cards/payment methods will be automatically charged if Client's primary credit card is declined, fails, or full payment is unable to be processed after 24 hours and no other form of payment has been made by Client. Backup credit cards/payment methods will be automatically charged if Client's primary payment method is a retained and the retainer is exhausted (regardless of the reason) or if Client's primary payment method is ACH and the ACH is returned, declined, fails, or full payment is unable to be processed and after 24 hours no other form of payment has been made by Client. Client authorizes the secondary payment method to be charged without advanced notice of the secondary payment method being charged. Client can contact accounting@freeeup.com to add or remove backup payment methods.

Backup credit cards will be automatically charged if Client's retainer has been exhausted or ACH has been returned and there is an outstanding balance on any invoices for Services rendered by Freelancer and submitted to FreeeUp. Client authorizes the secondary payment method to be charged without advanced notice of the secondary payment method being charged.

(f) Client agrees and acknowledges that it shall promptly contact FreeeUp if there is a concern and/or dispute arising out of or relating to credit card charges and/or attempts to make payment on invoices for Services rendered by Freelancer and submitted to FreeeUp, and attempt to resolve any concern and/or dispute, including without limitation through full satisfaction of all Notice and Cure/Dispute Resolution between Client and Freelancer and, if applicable, Notice and Cure/Dispute Resolution between Client and FreeeUp, and all other obligations as set forth in the Agreement and Other Terms of Use before seeking a chargeback, contacting its bank or taking any other action.

(g) Client agrees and acknowledges it is solely and exclusively responsible for any applicable fees, surcharges, conversion fees and terms and conditions of any of these options, including any fees associated with resolving or disputing a chargeback regardless of the reason for the chargeback.

THERE IS NO UPFRONT CHARGE FOR THE ACH AND CREDIT CARD OPTIONS.

(iii) Retainer - This option is only available to international Clients that may not have access to a usable credit card or bank account. Retainer is only an option with FreeeUp's permission. Please request the separate Retainer Agreement for details.

OTHER PAYMENT INFORMATION. The provisions in this section apply to this Agreement regardless of what payment method is selected by Client.

(i) Fees - Client agrees and acknowledges it is responsible for all transaction fees including processing and conversion fees regardless of the payment method selected by Client. If any fees are charged by mistake, such fees will simply be credited on the Client's next invoice.

(ii) Client agrees and warrants that it shall only pay for Services agreed to with Freelancers through Client's access to or use of the FreeeUp Network through its own bank accounts and/or credit cards and never that of any third party for which Client may have a relationship with.

(iii) Client agrees to make all payments for Services rendered by Freelancers in United States Dollars (USD) or cover all currency conversion costs.

(iv) If the full amount of any invoice is not paid at the time payment is processed, regardless of the payment method selected by Client, Client accepts and agrees to pay either a 1.5% monthly late fee will be charged on the particular invoice amount until full payment is made or a \$25 weekly late fee will be charged for each week until full payment is made, whichever is greater, unless prohibited by applicable law.

(v) Client agrees that all payments for Services rendered by Freelancer and submitted for payment



to FreeeUp to pass on to Client will be made to FreeeUp LLC. Client agrees to never provide payment related to Services performed by Freelancers as a result of Client's access to or use of the FreeeUp Network to the Freelancer directly. In the event Client wishes to compensate Freelancer with a discretionary performance bonus or make any other payment for independent contractor Services, all payments must be paid to FreeeUp. Email accounting@FreeeUp.com with the Freelancer's name and an amount to process. FreeeUp will then provide these to the Freelancer subject to and in accordance with the terms and conditions of the FreeeUp Freelancer User Agreement - Terms of Use.

(vi) Client agrees to not discuss rates (hourly or flat rate) for Services with Freelancer. This is a material term of this Agreement. Client will contact FreeeUp regarding any rate questions, concerns or feedback at Accounting@FreeeUp.com.

RELATIONSHIP OF THE FREEEUP NETWORK AND FREELANCERS. Client understands and acknowledges that Freelancers on the FreeeUp Network are Independent Contractors with respect to Client and should be treated by Client--under all definitions—as Independent Contractors. Client understands and acknowledges that Freelancers are merely users on the FreeeUp Network, accessing a Site by which they are seeking potential freelance Clients. Client understands and acknowledges that Freelancers are not employees of the FreeeUp Network for any purposes whatsoever.

Client understands and acknowledges that a Freelancer has no right or authority, expressed or implied, to assume or to create any obligation or responsibility on behalf of FreeeUp, unless expressly directed or authorized by FreeeUp in writing. Client understands and acknowledges that Freelancers have no right or authority to assume or create any obligation(s) of any kind, express or implied, on behalf of FreeeUp or to make any representation or warranty regarding FreeeUp unless expressly directed or authorized by FreeeUp in writing.

LIMITED USE OF FREELANCERS. Client agrees to make no attempt to hire, pay, recruit, solicit, hire, contract with or compensate a Freelancer (all references to Freelancer in this section include Freelancer Personnel) outside of FreeeUp that they were introduced to, or contracted with, during any time in which Client is accessing or using the FreeeUp Network and for a period of two (2) years immediately following the termination of Client's access to or usage of the FreeeUp Network, regardless of the reason.

Client shall not recommend, urge or encourage any other User on the FreeeUp Network or any third party to not access the FreeeUp Network or to do business with any Freelancer they were introduced to, or contracted with, during any time Client is accessing or using the FreeeUp Network. This expressly prohibits Client from doing any of the acts set forth in this section through any third party or any recommendation to other parties without recommending access through FreeeUp.

Client agrees to promptly notify FreeeUp in the event that Client learns or obtains any knowledge that any other Client, User or Freelancer on the FreeeUp Network attempts to, or actually does, conduct business outside of the FreeeUp Network in violation of this section.

In the event a Freelancer is hired, contracted, or compensation is paid to Freelancer (outside of FreeeUp) by Client or any other party for the benefit of Client in violation of this section, Client acknowledges that there is substantial cost to FreeeUp in the pre-vetting Freelancers for admission to the FreeeUp Network and maintaining the FreeeUp Network to FreeeUp's standards, both of which are for the benefit of Client. Accordingly, Client agrees and acknowledges it shall pay to FreeeUp the stipulated sum of \$2,500.00 and 25% of Freelancer's total earnings from Client, regardless of whether compensation is paid directly to Freelancer or through an entity for Freelancer's benefit, for twenty four (24) months from the date of any breach of Client's obligations under this section. Client agrees that the total stipulated sum is a good faith estimate that is a fair and reasonable amount to compensate FreeeUp for its lost profits in the form of lost Services Fees.

It is not a violation of this section if:

- (a) The Freelancer was not introduced to or interviewed with Client; or
- (b) Freelancer previously provided services to Client prior to Client's use and/or access to the FreeeUp Network.

Provided that Client has not violated the above provisions in this section, Client can seek to buyout a Freelancer for Client to access the Freelancer outside of the FreeeUp Network. The buyout amount is a



minimum of \$2,500.00 USD for Freelancers located outside the U.S. and \$5,000 for Freelancers located inside the U.S., but shall be negotiated with FreeeUp directly and is subject to a separate, written agreement. Any potential buyout is expressly conditioned upon and subject to Freelancer's express written agreement. A buyout contemplates only the right to engage Freelancer directly, outside the FreeeUp Network. A buyout does not provide the Freelancer the right or consent to drop or cease performing Services for other Clients accessing the FreeeUp Network in which Freelancer has previously agreed to render Services.

USER SATISFACTION. While Client and Freelancer are responsible for determining the manner and method of any onboarding, if applicable, related to the scope of Services agreed upon, Client understands and acknowledges that Freelancers are encouraged to bill for all time incurred in providing Services to Clients. This includes any onboarding time.

FreeeUp will be responsible for replacement costs for the *actual* number of hours Client and the former Freelancer billed for onboarding if the former Freelancer becomes unavailable or ceases performing Services for Client absent any fault attributed to Client. For example, if Client and the former Freelancer billed 5 hours onboarding for the Services agreed to, the FreeeUp Network will cover up to 5 hours of onboarding for the replacement Freelancer. This is applicable for up to 100 onboarding hours, provided that is the number of hours Client and the former Freelancer actually billed onboarding for Services to be provided. Any actual onboarding of the former Freelancer exceeding 100 hours is not covered by the FreeeUp Network.

(a) This policy and provisions are expressly conditioned on the former Freelancer becoming unavailable and/or ceasing to perform Services for Client and the unavailability and/or ceasing of Services not being the fault of, or attributable to, Client.

(b) Onboarding/Replacement are limited to Client introducing the Freelancer to its business processes specific to the Service Freelancer is engaged to perform as agreed to by all parties.

(c) FreeeUp Network will only pay the replacement costs in the form of a credit on future invoices (FreeeUp will make a payment to offset the former Freelancer's actual onboarding hours) if Client engages a new Freelancer accessing the FreeeUp Network.

(d) This does not apply if Client terminates the Freelancer or pauses work.

BILLABLE HOURS. Once Client and Freelancer agree to Services (and Client notifies FreeeUp of this agreement so that Freelancer can be added to Client's timeclock), Freelancers are encouraged to bill for all time incurred in rendering agreed upon Services to Client. Subject to the Freelancer's independent business discretion, Freelancers are encouraged to discuss minimum billing of 30 minutes for Services. This may include without limitation all phone calls, onboarding, research, work, consults, emails and time Freelancer spends with Client or at Client's place of business.

Client understands that Freelancers set their own rates, therefore, Freelancers' rates may vary depending on skills, experience, location, material necessary to render Services and the scope of Services sought by Client. Rates for Services are set by Freelancers. The total hourly rate includes Freelancer's agreed upon hourly rate and Service Fees.

(i) Freelancers agree to interview with Clients in the event that a Freelancer is interested in the type of Services sought by Client. In most instances, Freelancers are encouraged to keep any interviews and introduction to less than 15 minutes. Client has the option of this introduction/interview at their discretion. Upon mutual agreement of Freelancer and Client to contract to perform Services, Client must confirm the hire inside the FreeeUp software or notify the FreeeUp Network confirming the hire so that the Freelancer can be added to Client's FreeeUp timeclock.

Freelancers are encouraged to obtain prior, written approval from Client of hours that Freelancer, in their business judgment, believes will be required to provide any agreed to Services. Client is encouraged to request an estimate of the number of hours and delivery dates that Freelancer, in their business judgment, believes will be required and achievable to provide any agreed to Services and to reach an agreement with Freelancer on the number of hours in writing and prior to Services being commenced.

Client is encouraged to have a continuing dialogue with Freelancer regarding the progress of Services and then current billing for hours incurred in rendering Services. Client is not responsible for billed hours exceeding any prior, written approvals within the same scope of Services agreed to so long as the Client files

a dispute within seven (7) days from the close of the billing/invoice period in which the disputed hours were billed. This does not apply if the Freelancer gets prior approval to exceed any previously approved time restrictions. Client understands that each Freelancer has independent discretion on how (the manner and method) they perform Services and limiting hours may impact performance and results. Client cannot require Freelancer to perform agreed to Services in a time period less than Freelancer's estimate of the length of time such Services will take to complete, without Freelancer's express consent.

(a) After meeting a Freelancer, Client has the option to interview a Freelancer for 10 to 15 minutes. This 10 to 15 minutes interview is free. During the interview, Client should ask Freelancer about their background, skills, experience and other questions regarding the Freelancer. Freelancer is discouraged from reviewing Client's account(s), providing any consultation, and/or beginning onboarding or commencing performance of any Services until Client confirms in their FreeeUp account to hire Freelancer or informs FreeeUp of its desire to hire the Freelancer. Freelancer is then encouraged to bill for a discovery phase if necessary to be able to present Client with estimates and delivery dates.

CONFIDENTIALITY. Client is responsible for deciding and assigning the access and/or authorization level that Freelancer has to its business information and/or systems. FreeeUp Network is not responsible for any confidential and/or proprietary information Client provides to Freelancer, or that Freelancer may or does have access to, or wrongfully acquires, belonging to Client, clients of Client or other third parties for which Client is in possession of or has access to confidential, sensitive or proprietary information. As part of the Freelancer's Terms of Use, and except as where required by law, Freelancers agree not share Client materials. Client acknowledges and agrees they will exercise diligent and good faith efforts to notify Freelancers of any sensitive, confidential and/or proprietary information that is being produced to Freelancer or Freelancer is being permitted access to prior to any such disclosure or production. In addition, Freeeup Network agrees not to request any Client information or materials, other than for dispute resolution. Freelancers are informed that Clients may require Freelancers to enter into additional confidentiality and/or non-disclosure agreements.

AGREEMENTS BETWEEN CLIENT AND FREELANCERS. Client and Freelancers can agree to other terms so long as it does not, or does not attempt or purport to, regardless of intent, violate, impact, affect, or create any inconsistency with any terms, rights, or obligations under this Agreement or any Other Terms of Use, including without limitation any and all rights of FreeeUp as the marketplace provider. In the event any other terms so agreed to by and between Client and any Freelancer violate, impact, affect or create any inconsistency with any terms, rights or obligations under this Agreement or any Other Terms of Use, this Agreement or any Other Terms of Use shall supersede such other terms. FreeeUp is not a party, agent, representative, principal, employer, beneficiary, related entity, joint venturer, or partner with Client or Freelancers and is not a party to any agreements entered into between Client and Freelancers, including without limitation any agreement for Services or otherwise between Client and Freelancers.

INDEMNIFICATION. Client understands it is using all Freelancers as Independent Contractors and at its own risk at all times.

Client hereby indemnifies and holds harmless, FreeeUp, its owners, managers, members, officers, directors, shareholders, successors and assigns, of and from any and all liability, manner of actions, causes of action, suits, proceedings, debts, dues, contracts, judgments, damages, costs, expenses, attorneys' fees, cost of any settlement, claims, and demands whatsoever in law or equity arising out of or related to this Agreement, Client's use or access to the FreeeUp Network, Client's use or access to the Site, Client's relationship with any Freelancer, other Users on the Site or the FreeeUp Network, or the Services provided by any Freelancer or Freelancer Personnel, whether directly or indirectly (collectively, "Claims"). This indemnification expressly includes without limitation any Claims by any third party and/or online marketplace altering or terminating Client's or any client of Client's rights or access. Client hereby agrees to accept full responsibility for and indemnify the FreeeUp Network for any Claims made by any client of Client or third party engaged in business dealings with Client for which any Freelancer accessing or using the FreeeUp Network provided or performed any Services directly, indirectly or for the benefit of Client through Client's use and/or access to the FreeeUp Network. This indemnification and hold harmless provision further includes without limitation any Claims or classification of Client as an employer of any Freelancer or Freelancer Personnel or joint employer of Freelancer or Freelancer Personnel; any employment-related Claims including without limitation under any international, federal, state or local law, rule, regulation, statute, or ordinance such as those relating to employment termination, employment discrimination, harassment, whistleblower, interference or retaliation; any Claims for unpaid wages or other compensation, overtime pay, sick leave, holiday or vacation pay, retirement benefits, worker's compensation benefits, unemployment benefits, or any other employee benefits



threatened or brought by any Freelancer or Freelancer Personnel including without limitation under any such Claims under any international, federal, state or local law, rule, regulation, statute or ordinance; any Claims against FreeeUp for any Freelancer or Freelancer Personnel's error, omission, failure to complete, failure to satisfactorily perform, negligence, defect, tort or tortious conduct, breach of contract; any Claims against FreeeUp for Freelancer or Freelancer Personnel's rights of ownership of work product and/or intellectual property or use of confidential or proprietary information; any Claims against FreeeUp for any Freelancer or Freelancer Personnel's unlawful or illegal conduct. This provision continues and remains in full force and effect upon termination of Client's access and/or use of the FreeeUp Network and this Agreement.

REASONABLENESS OF LIMITATIONS. It is agreed to by the parties that the covenants in this Agreement are reasonably necessary to protect the legitimate business interests of the FreeeUp Network and that such covenants impose a reasonable restraint on Client in light of the business and activities of the FreeeUp Network.

RELATIONSHIP OF FREEEUP AND FREELANCERS. Freelancers are Independent Contractors and users of the FreeeUp Network that have been permitted access to the FreeeUp Network. Freelancers are not employees of FreeeUp for any purposes whatsoever. Client understands and acknowledges that FreeeUp Network shall not make any deduction, withholding or contribution with respect to any Freelancers (or Freelancer Personnel) on account of FICA (social security), unemployment insurance contributions, unemployment compensation, income tax or otherwise, under any federal, state or local laws that may be applicable to an employer/employee relationship, regardless of where Freelancers conduct Services or reside.

REFERRALS. Client are encouraged to tell other business owners about the FreeeUp Network, however, Client agrees to not share proprietary information of FreeeUp or pricing arrangements between FreeeUp and Client under this Agreement. Client can retrieve its affiliate link by logging into its FreeeUp Account. For all new clients who either:

1. a) Sign up using Client's affiliate link; or
2. b) Client introduces the potential client directly to FreeeUp

Potential client must signs up and specifically mention Client's name.

Client gets \$0.50 (USD) for each and every hour billed to the referred client. If Client has a weekly invoice, the amount is credited from that weekly invoice. If Client does not have a weekly invoice, FreeeUp will pay the referral to Client directly provided Client provides FreeeUp a method to direct payment. Client is responsible for all processing fees.

LEAVING THE FREEEUP NETWORK.

FreeeUp may terminate this Agreement or Client's access to or use of the FreeeUp Network at any time and for any reason without notice, effective immediately. Client agrees that access to Freelancer's on the FreeeUp Network is prohibited upon termination of Client's access by FreeeUp.

Client may leave this Agreement at any time by providing written notice to the FreeeUp Network. Client is encouraged to provide any required notice of termination to any Freelancer as may be agreed to between Client and any Freelancer. Client acknowledges and understands it is responsible for full payment to all Freelancers for all billed hours for agreed to Services rendered prior to (including the day of) Client's departure from the FreeeUp Network. Written notice of departure shall be provided by email, with a "read and received" receipt, to: nathan@freeeup.com, bearing the subject line: "Notice of Termination of Client Agreement." Client understands and acknowledges that a breach of of this section is a material breach of this Agreement.

Notwithstanding termination of this Agreement by either party pursuant to this section or otherwise, all remaining provisions of this Agreement shall remain in full force and effect.

ONGOING OBLIGATIONS. Notwithstanding the circumstances surrounding Client's termination or departure from the FreeeUp Network, all applicable terms under this Agreement and Other Terms of Use, specifically including indemnification provisions and obligations shall remain in full force and effect.

Client agrees that Client shall not, directly or indirectly, make any false, negative, damaging, or disparaging statement, representation, comment, or communication of any kind, to any person or entity, regarding



FreeeUp, the FreeeUp Network, its management, methods of doing business, the marketplace, role in the community, or treatment of its users.

NO WARRANTY. Client acknowledges and agrees that any materials available, viewable or accessible on the FreeeUp Network or any similar materials available, viewable or accessible outside of the FreeeUp Network that relate to FreeeUp, including without limitation any audio materials, blog posts, webinars, skype chats, messaging or any other written, audio, verbal, video, oral or non-oral communications of FreeeUp, including without limitation discussing or referencing the services FreeeUp provides or any Freelancer's Services, experience, reliability, quality of workmanship or any other representations regarding any Freelancer (including Freelancer Personnel) are solely and exclusively the opinions of FreeeUp and absolutely do not create any warranty of any kind whatsoever. CLIENT AGREES AND ACKNOWLEDGES THAT ANY COMMUNICATIONS OR MATERIALS AVAILABLE TO OR DIRECTED TO CLIENT DO NOT CREATE ANY EXPRESS WARRANTY OR IMPLIED WARRANTY AND THERE SHALL BE NO LIABILITY ON THE PART OF FREEEUP FOR ANY COMMUNICATIONS OR MATERIALS AVAILABLE TO OR DIRECTED TO CLIENT INCLUDING MATERIAL RELATED TO PROSPECTIVE FREELANCERS AND ANY FREELANCER'S ABILITY TO PERFORM ANY SERVICES.

NOTICE AND CURE/DISPUTE RESOLUTION BETWEEN CLIENT AND FREEEUP.

Step 1: Client agrees and acknowledges it shall first give FreeeUp written notice of any dispute, controversy or claim Client believes, in good faith, Client may have with or against FreeeUp. This section applies without limitation to any disputes, controversy or claim Client has or may have regarding the FreeeUp Network or Client's access to or use of the FreeeUp Network. FreeeUp shall have thirty (30) days from receipt of the notice in which to respond, if necessary, and attempt to negotiate, cure or resolve the dispute, controversy or claim. The notice shall contain sufficient detail to permit FreeeUp to assess and respond, if necessary, and attempt to negotiate, cure or resolve the dispute, controversy or claim with finality. The notice shall be provided to FreeeUp by either certified mail or email, with a "read and received" receipt required.

Step 2: In the event any dispute, controversy or claim raised by Client against FreeeUp remains unresolved upon full satisfaction of the provisions in Step 1, *Client agrees first to try in good faith to settle the dispute by binding mediation before resorting to some other dispute resolution procedure.* Client agrees to participate in mediation before a mediator located in Orange County, Florida. In any dispute, controversy or claim raised by Client against FreeeUp, Client shall be solely responsible for all mediation costs.

NOTICE AND CURE/DISPUTE RESOLUTION BETWEEN CLIENT AND FREELANCER.

Step 1: In the event of any dispute, controversy or claim between Client and any current, prospective or former Freelancer (all references to Freelancer in this section shall include any current, prospective or former Freelancer's Freelancer Personnel), arising out of, or relating to, Client's and Freelancer's relationship with each other through each's access to the FreeeUp Network, Client agrees and acknowledges that Client shall first attempt to resolve any dispute, controversy or claim directly with Freelancer. Client agrees to provide Freelancer with sufficient written notice and opportunity to respond to and resolve the dispute, controversy or claim with finality.

Step 2: In the event Client and Freelancer are unable to resolve the dispute, controversy or claim with finality upon full satisfaction of the provisions in Step 1, Client agrees to notify FreeeUp of the dispute, controversy or claim in writing, and agrees that FreeeUp shall have thirty (30) days from receipt of the notice in which to respond to, if necessary, and attempt to work with the parties to cure or resolve the dispute, controversy or claim with finality. In the event the dispute, controversy or claim pertains to or is regarding the number of billed hours of Freelancer, Client must notify FreeeUp of the dispute, controversy or claim within seven (7) days from the close of each and every billing/invoice period that is in dispute. The notice shall contain sufficient detail to permit FreeeUp to assess and respond, if necessary, and attempt to work with the parties to resolve the dispute, controversy or claim with finality. Client agrees to permit FreeeUp to contact Freelancer and obtain details of the Services or dispute, controversy or claim between Freelancer and Client. The notice shall be provided to FreeeUp by either certified mail or email, with a "read and received" receipt required.

Step 3: In the event Client and Freelancer are unable to resolve the dispute, controversy or claim with finality upon full satisfaction of the provisions in Steps 1 and 2, *Client agrees to try in good faith to settle the dispute, claim or controversy by binding mediation. Client agrees to participate in binding mediation before a mediator located in Orange County, Florida. Client shall provide FreeeUp thirty (30) days written notice of any*

mediation.

Step 4: In the event Client and Freelancer are unable to resolve the dispute, controversy or claim with finality upon full satisfaction of the provisions in Steps 1, 2 and 3, Client agrees such dispute, controversy or claim shall be settled by final, binding arbitration administered by the American Arbitration Association (AAA) and under the applicable AAA Arbitration Rules then in effect. The arbitration determination from any such arbitrator(s) shall be final and binding upon the Client and Freelancer. Such arbitration dispute, controversy or claim shall be submitted to arbitration in Orange County in the State of Florida. Judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. *Client shall provide FreeeUp thirty (30) days advanced written notice of Client's intent to commence any arbitration proceeding against any Freelancer. The notice shall be provided to FreeeUp by either certified mail or email, with a "read and received" receipt required.*

NO PRIOR RESTRICTIONS AND LAWFUL CONDUCT. Client represents and warrants that Client is not a party to any other contract, agreement, restrictive covenant, non-compete or any other prior restriction ("Prior Restrictions") which would be violated by Client's access or use of the FreeeUp Network. Client represents and warrants that there are no Prior Restrictions which would, in any manner whatsoever, prohibit, restrict or impact Client's ability to use or access the FreeeUp Network. Client agrees to indemnify FreeeUp and hold it harmless of and from any and all liability, expenses, costs and attorneys' fees and the cost of any settlement incurred by FreeeUp in connection with and from any and all manner of actions, causes of action, suits, proceedings, debts, dues, contracts, judgments, damages, costs, expenses, attorney fees, claims, and demands whatsoever in law or equity which, in any manner, arise out of or relate to, any Prior Restrictions.

Non-Circumvention of Upwork.com: Client warrants and guarantees that it did not find FreeeUp through Upwork.com. Client acknowledges and understands it is fully responsible for and shall indemnify FreeeUp for Client's breach of any relationship or agreement with Upwork.com and/or failure to disclose any relationship with Upwork.com. Client agrees and understands it is solely responsible for any and all damages incurred by FreeeUp as a result of Client's breach of any relationship or agreement with Upwork.com including without limitation lost profits and suspension, limitation, and/or termination of FreeeUp's access to and/or usage of Upwork.com or relationship or agreement with Upwork.com. Client agrees to indemnify FreeeUp and hold it harmless of and from any and all liability, expenses, costs and attorneys' fees and the cost of any settlement incurred by FreeeUp in connection with and from any and all manner of actions, causes of action, suits, proceedings, debts, dues, contracts, judgments, damages, costs, expenses, attorneys' fees, claims, and demands whatsoever in law or equity which, in any manner, arising out of or relating to FreeeUp's relationship with and/or access to Upwork.com as a result of a breach of this section. This includes without limitation Client's failure to disclose (intentional or unintentional, regardless of the reason) its relationship with Upwork.com or that it found, learned of or discovered FreeeUp through Upwork.com.

Client represents and warrants that it shall not and will not request or demand any Freelancer to perform any Services that are illegal or violate any other contracts or Prior Restrictions, or participate, require or acquiesce to any unethical conduct.

NO AUTHORITY. Nothing in this Agreement shall be construed as granting Client any right or authority, expressed or implied, to assume or to create any obligation or responsibility on behalf of FreeeUp, unless expressly directed or authorized by FreeeUp in writing. Client shall have no right or authority to assume or create any obligation(s) of any kind, express or implied, on behalf of FreeeUp or to make any representation or warranty regarding FreeeUp unless expressly directed or authorized by FreeeUp in writing.

CONSIDERATION FOR ACCESS TO FREEEUP NETWORK. As consideration for Client to access the FreeeUp Network and with the exception of the rights and obligations arising directly from this Agreement and Other Terms of Use, Client releases and forever discharges FreeeUp (all references to FreeeUp in this section include its agents, affiliates, managers, members, principals, officers, directors, shareholders, successors and assigns), of and from any and all manner of claims, controversies, causes of action, suits, demands, debts, sums of money, rights, obligations, covenants, contracts, controversies, agreements, promises, damages, claims, counterclaims, claims for attorneys' fees and demands, whatsoever, whether in law or in equity, both past and present, known and unknown ("Claims"), which Client ever had, now has, or hereafter can, shall or may have, against FreeeUp for, upon or by reason of any matter, cause or thing whatsoever, through the date of execution of this Agreement. Nothing in this release shall be construed to release any Claims or rights of Client that are not validly subject to release or waiver under applicable law.



WAIVER. The parties agree that failure of any party to insist upon strict performance of this Agreement shall not operate or be construed as a waiver of any rights to enforce this Agreement. No waiver of any breach or default hereunder shall be deemed a waiver of any subsequent breach or default.

SEVERABILITY. Should any provision of this Agreement be declared or determined to be invalid, the validity of the remaining parts, terms, or provisions shall not be affected thereby, and the invalid part, term, or provision shall be modified, if possible, to make it valid or, if modification is not possible, such part, term or provision shall be deemed not to be a part of this Agreement.

COPIES AND COUNTERPARTS. Any true fully executed copy of this Agreement, including any fully executed copy hereof, shall be deemed to constitute an original of the same. This Agreement may be executed in counterparts, including by acceptance of the terms through FreeeUp.com and any e-signature or clicking of a checkbox to accept terms of this Agreement when required to do so shall be deemed to be an execution and acknowledgement by Client of the terms of this Agreement and Other Terms of Use on that date and for all other purposes shall be deemed the effective date of execution.

ENTIRE AGREEMENT. This Agreement, in addition to Other Terms of Use, represents the full, complete and entire agreement between the parties. This Agreement and Other Terms of Use may be modified or amended by FreeeUp in its sole discretion at any time and for any reason, which shall be effective immediately upon notice. Client's continued use of the FreeeUp Network after any modification or amendment to this Agreement or Other Terms of Use shall be deemed as Client's full consent to any modifications or amendment upon Client's use, for any reason, after such modification or amendment. Client may not modify this Agreement or any Other Terms of Use without the express written consent and approval of FreeeUp and no modification by Client shall be binding without written execution by FreeeUp. This Agreement shall act as notice of termination of any other agreements with Client, if notice were so required, and supersedes all previous agreements between the parties and all previous discussions, agreements, representations, promises, admissions, or any other dealings, are merged into this Agreement and no longer have any effect or value for any purpose whatsoever except as contained in this Agreement. In the event of a conflict between this Agreement and any prior agreements, this Agreement shall control.

AUTHORITY TO BIND. Upon execution of this Agreement, Client acknowledges its acceptance of the terms and conditions contained herein. By executing this Agreement the signatory represents and warrants they have full and unrestricted authority to enter into this Agreement. If the Client or signatory is entering into this Agreement on behalf of a LLC, corporation, partnership, or any other entity (collectively, "Entity"), they represent and warrant they have full and unrestricted authority to enter into this on behalf of Entity. In the event the signatory on behalf of Entity does not have full and unrestricted authority to enter into this Agreement, they agree they can be personally jointly and severally liable for any damages incurred by FreeeUp arising out of, related to or associated with this Agreement, Other Terms of Use and Client's access to or use of FreeeUp's Network including without limitation Services provided to any Freelancers through access to or use of the FreeeUp Network.

NO ASSIGNMENT. This Agreement shall not be assigned by either party without the express written consent of the other party.

COPIES AND COUNTERPARTS. Any true fully executed copy of this Agreement, including any fully executed copy hereof, shall be deemed to constitute an original of the same. This Agreement may be executed in counterparts, including by acceptance of the terms through FreeeUp.com and any e-signature or clicking to accept terms of this Agreement when required to do so shall be deemed to be an execution and acknowledgement by Freelancer of the terms of this Agreement and Other Terms of Use on that date and for all other purposes shall be deemed the effective date of execution

MODIFICATION. This Agreement may not be modified, amended or changed, except by a written agreement between Client and FreeeUp.

GOVERNING LAW. This Agreement shall be governed and construed in accordance with the laws of the State of Florida.

JURISDICTION, VENUE AND WAIVER OF JURY TRIAL. Client agrees to first comply with the NOTICE AND CURE/DISPUTE RESOLUTION BETWEEN CLIENT AND FREEEUP provisions set forth in this Agreement. Any legal proceedings of any nature brought by any party to this Agreement arising from or associated with this Agreement or Client's access to or use of the FreeeUp Network shall be brought only in the Circuit Court in

and for Orange County, Florida and the parties hereto expressly consent to jurisdiction and venue in Orange County, Florida and Client voluntarily agrees to submit to the jurisdiction of this court. In the event of any legal proceedings of any nature brought by any party to this Agreement arising from or associated with this Agreement or Client's access to or use of the FreeeUp Network, the prevailing party shall be entitled to recover its costs and reasonable attorneys' fees including fees, expenses and costs incurred in advance of filing suit, during suit and fees and costs on appeal. IN THE EVENT OF ANY LITIGATION ARISING OUT OF, OR TO ENFORCE THIS AGREEMENT OR CLIENT'S ACCESS TO OR USE OF THE FREEEUP NETWORK, EACH PARTY EXPRESSLY WAIVES ALL RIGHTS TO TRIAL BY JURY OF ANY SUCH ACTION.

I acknowledge I have read, understand and agree to the FreeeUp Network Client User Agreement - Terms of Use set forth above.

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Signed On: November 11, 2017



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