



## ***Slasify* User Agreement**

PLEASE READ THE TERMS OF SERVICE CAREFULLY AS THEY CONTAIN IMPORTANT INFORMATION REGARDING YOUR LEGAL RIGHTS, REMEDIES, AND OBLIGATIONS.

This User Agreement (this “Agreement”) is a contract between you (“you” or “User”) *Slasify Pte. Ltd.*, a company registered in the Republic of Singapore under company registration no. 201616087Z with a registered office at 101 Cecil Street #11-04 Singapore 069533 (“*Slasify*,” “we,” or “us”) and our affiliates. You must read, agree to, and accept all of the terms and conditions contained in this Agreement to be a User of our website located at [www.Slasify.com](http://www.Slasify.com) or any part of the rest of the Site (defined in the Site Terms of Use) or the Site Services (defined in the Site Terms of Use).

This Agreement includes and hereby incorporates by reference the following important agreements, as they may be in effect and modified from time to time: Site Terms of Use; Fee and ACH Authorization Agreement; Cookie Policy; Privacy Policy; Mark Use Guidelines; Freelancer Membership Agreement; Proprietary Rights Infringement Reporting Procedures; *Slasify* App Software License Agreement; API Terms of Use; and the escrow instructions as applicable to any Service Contract you enter into with another User, specifically the Hourly, Bonus, and Expense Payment Agreement with Escrow Instructions; and Fixed-Price Escrow Instructions. These agreements are collectively, with this Agreement, called the “Terms of Service”.

YOU UNDERSTAND THAT BY USING THE SITE OR SITE SERVICES AFTER THE EFFECTIVE DATE, YOU AGREE TO BE BOUND BY THE TERMS OF SERVICE. IF YOU DO NOT ACCEPT THE TERMS OF SERVICE IN ITS ENTIRETY, YOU MUST NOT ACCESS OR USE THE SITE OR THE SITE SERVICES AFTER THE EFFECTIVE DATE EXCEPT AS PERMITTED BY THE SITE TERMS OF USE. IF YOU AGREE TO THE TERMS OF SERVICE ON BEHALF OF AN ENTITY OR AGENCY, OR IN CONNECTION WITH PROVIDING OR RECEIVING SERVICES ON BEHALF OF AN ENTITY OR AGENCY, YOU REPRESENT AND WARRANT THAT YOU HAVE THE AUTHORITY TO BIND THAT ENTITY OR AGENCY TO THE TERMS OF SERVICE AND AGREE THAT YOU ARE BINDING BOTH YOU AND THAT ENTITY OR AGENCY TO THE TERMS OF SERVICE. IN THAT EVENT, “YOU” AND “YOUR” WILL REFER AND APPLY TO YOU AND THAT ENTITY OR AGENCY.

## **Registration and Acceptance of Slasify Accounts**

1. By registering for an account to use the Site or Site Services (an “Account”), by using the Site or Site Services after the Effective Date if you had an Account on the Effective Date, or by clicking to accept the Terms of Service when prompted on the Site, you agree to abide by this Agreement and the other Terms of Service.
2. To access and use certain portions of the Site and the Site Services, you must register for an Account. Subject to the Site Terms of Use, certain portions of the Site are available to Site Visitors, including those portions before your Account registration is accepted.
3. *Slasify* reserves the right to decline a registration to join *Slasify* or to add an Account type as a Client or Freelancer, for any lawful reason, including supply and demand, cost to maintain data, or other business considerations.
4. If you create an Account as an employee or agent on behalf of a company, you represent and warrant that you are authorized to enter into binding contracts, including the Terms of Service, on behalf of yourself and the company.

### **Account requirements**

1. *Slasify* offers the Site and Site Services for your business purposes only and not for personal, household, or consumer use. To register for an Account or use the Site and Site Services, you must, and hereby represent that you
  - a. have or are an employee or agent of and authorized to act for an independent business (whether it be as a self-employed individual/sole proprietor or as a corporation, limited liability company, or other entity);
  - b. will use the Site and Site Services for business purposes only;
  - c. will comply with any licensing, registration, or other requirements with respect to your business, or the business for which you are acting, and the provision of Freelance Services; and
  - d. a legal entity or an individual 18 years or older (or have otherwise reached the age of majority in the jurisdiction in which you conduct business) who can form legally binding contracts

### **Account Profile**

1. To register for an Account to join the Site, you must complete a User profile (“Profile”), which you consent to be shown to other Users and, unless you change your privacy settings, the public.
2. You agree to provide true, accurate, and complete information on your Profile and all registration and other forms you access on the Site or provide to us and to update your information to maintain its truthfulness, accuracy, and completeness.
3. You agree not to provide any false or misleading information about your identity or location, your business, your skills, or the services your business provides and to correct any such information that is or becomes false or misleading.

### **Account Types**

1. There are a number of different Account types. Once you register for one Account type, you can add the other Account types under the same username and password. For example, if you already have a Freelancer Account (defined below), you can add a Client Account as a separate account type in settings without re-registering.
  - a. **Client Account.** You can register for an Account or add an Account type to use the Site and Site Services as a Client (a “Client Account”).
  - b. **Freelancer Account.** You can register for an Account or add an Account type to use the Site and Site Services as a Freelancer (a “Freelancer Account”).
2. You agree not to have or register for more than one Account without express written permission from us.
3. We reserve the right to revoke the privileges of the Account or access to or use of the Site or Site Services, and those of any and all linked Accounts without warning if, in our sole discretion, false or misleading information has been provided in creating, marketing, or maintaining your Profile or Account.
4. Your use of the Site, including your placing orders for our products, may require the creation of a customer account with us or for you to provide to us your personal data, i.e.: data that identifies you as an individual, including your name, e-mail address, billing address, shipping address, phone number and credit card information. For information on how we use and distribute your personal data, please refer to our Privacy Policy at [slasify.com/privacy](https://slasify.com/privacy).

### **Responsibility For Your Account Registration**

1. You acknowledge that you are responsible for maintaining the confidentiality of your account registration information and password and for maintaining the security of your account. You agree that you will not let anyone other than you use your account registration information or password.
2. You agree to immediately notify us of any unauthorized use of your account registration information or password by contacting us at [insert contact information].
3. We may at any time in our discretion, request that you update your account registration information and password or forthwith invalidate your account registration information and password without giving any reason or prior notice and shall not be liable or responsible for any losses suffered by or caused by you or arising out of or in connection with or by reason of such request or invalidation.

### **Account Verification**

1. When you register for an Account and from time to time thereafter, your Account will be subject to verification, including, but not limited to, validation against third-party databases or the verification of one or more official government or

legal documents that confirm your identity, your location, and your ability to act on behalf of your business on *Slasify*.

2. You authorize *Slasify*, directly or through third parties, to make any inquiries necessary to validate your identity, your location, and confirm your ownership of your email address or financial accounts, subject to applicable law. When requested, you must timely provide us with complete information about yourself and your business.

### **Purpose of *Slasify***

1. The Site is a marketplace where Clients and Freelancers can identify each other and advertise, buy, and sell Freelancer Services online.
2. Subject to the Terms of Service, *Slasify* provides the Site Services to Users, including hosting and maintaining the Site, facilitating the formation of Service Contracts, and assisting Users in resolving disputes which may arise in connection with those Service Contracts. When a User enters a Service Contract, the User uses the Site to invoice and pay any amounts owed under the Service Contract.

### **Relationship with *Slasify***

1. *Slasify* merely makes the Site and Site Services available to enable Freelancers and Clients to find and transact directly with each other. *Slasify* work does not introduce Freelancers to Clients, find Projects for Freelancers, or find Freelancers for Clients.
2. Through the Site and Site Services, Freelancers may be notified of Clients that may be seeking the services they offer, and Clients may be notified of Freelancers that may offer the services they seek; at all times, however, Users are responsible for evaluating and determining the suitability of any Project, Client or Freelancer on their own.
3. If Users decide to enter into a Service Contract, the Service Contract is directly between the Users and *Slasify* is not a party to that Service Contract.
4. You acknowledge, agree, and understand that *Slasify* is not a party to the relationship or any dealings between Client and Freelancer. Without limitation, Users are solely responsible for
  - a. ensuring the accuracy and legality of any User Content,
  - b. determining the suitability of other Users for a Service Contract (such as any interviews, vetting, background checks, or similar actions),
  - c. negotiating, agreeing to, and executing any terms or conditions of Service Contracts,
  - d. performing Freelancer Services, or
  - e. paying for Service Contracts or Freelancer Services. You further acknowledge, agree, and understand that you are solely responsible for assessing whether to enter into a Service Contract with another User and for verifying any information about another User, including Composite Information (defined below).

5. *Slasify* does not make any representations about or guarantee the truth or accuracy of any Freelancer's or Client's listings or other User Content on the Site; does not verify any feedback or information provided by Users about Freelancers or Clients; and does not vet or otherwise perform background checks on Freelancers or Clients.
6. You acknowledge, agree, and understand that *Slasify* does not, in any way, supervise, direct, control, or evaluate Freelancers or their work and is not responsible for any Project, Project terms or Work Product. *Slasify* makes no representations about and does not guarantee, and you agree not to hold *Slasify* responsible for, the quality, safety, or legality of Freelancer Services; the qualifications, background, or identities of Users; the ability of Freelancers to deliver Freelancer Services; the ability of Clients to pay for Freelancer Services; User Content, statements or posts made by Users; or the ability or willingness of a Client or Freelancer to actually complete a transaction.
7. You also acknowledge, agree, and understand that Freelancers are solely responsible for determining, and have the sole right to determine, which Projects to accept; the time, place, manner, and means of providing any Freelancer Services; the type of services they provide; and the price they charge for their services or how that pricing is determined or set. You further acknowledge, agree, and understand that:
  - a. you are not an employee of *Slasify*, and you are not eligible for any of the rights or benefits of employment (including unemployment and/or workers compensation insurance);
  - b. *Slasify* will not have any liability or obligations under or related to Service Contracts and/or Freelancer Services for any acts or omissions by you or other Users;
  - c. *Slasify* does not, in any way, supervise, direct, or control any Freelancer or Freelancer Services; does not impose quality standards or a deadline for completion of any Freelancer Services; and does not dictate the performance, methods or process Freelancer uses to perform services;
  - d. Freelancer is free to determine when and if to perform Freelancer Services, including the days worked and time periods of work, and *Slasify* does not set or have any control over Freelancer's pricing, work hours, work schedules, or work location, nor is *Slasify* involved in any other way in determining the nature and amount of any compensation that may be charged by or paid to Freelancer for a Project;
  - e. Freelancer will be paid at such times and amounts as agreed with a Client in a given Service Contract, and *Slasify* does not, in any way, provide or guarantee Freelancer a regular salary or any minimum, regular payment;
  - f. *Slasify* does not provide Freelancers with training or any equipment, labor, tools, or materials related to any Service Contract; and
  - g. *Slasify* does not provide the premises at which Freelancers will perform the work. Freelancers are free to use subcontractors or employees to perform Freelancer Services and may delegate work on fixed-price contracts or by agreeing with their Clients to have hourly contracts for Freelancer's subcontractor(s) or employee(s). If a Freelancer uses subcontractors or employees, Freelancer further agrees and acknowledges

that this paragraph applies to *Slasify* relationship, if any, with Freelancer's subcontractors and employees as well and Freelancer is solely responsible for Freelancer's subcontractors and employees. Without limiting the foregoing paragraph, if you are an Agency or Agency Member, you expressly acknowledge, agree, and understand that:

- h. the Agency is solely responsible for paying its Agency Members for work performed on behalf of the Agency and that such payments will not be made through the Site;
  - i. *Slasify* is not a party to any agreement between the Agency and its Agency Members and does not have any liability or obligations under or related to any such agreement, even if the Agency or Agency Member defaults;
  - j. neither Agencies nor Agency Members are employees or agents of *Slasify*, and *Slasify* does not, in any way, supervise, direct, or control the Agency or Agency Member or services performed by the Agency or Agency Member;
  - k. *Slasify* does not, in any way, supervise, direct, or control the Agency or Agency Members;
  - l. *Slasify* does not set Agencies' or Agency Members' contract terms amongst themselves or with Clients (including determining whether the contract will be hourly or fixed price), fees, pricing, work hours, work schedules, or location of work;
  - m. *Slasify* does not provide Agencies or Agency Members with training or any equipment, labor, tools, or materials needed for any Service Contract;
  - n. *Slasify* does not provide the premises at which the Agency or Agency Members will perform the work; and
  - o. *Slasify* makes no representations as to the reliability, capability, or qualifications of any Agency or Agency Member or the ability or willingness of any Agency to make payments to or fulfill any other obligations to Agency Members, and *Slasify* disclaims any and all liability relating thereto.
8. Nothing in this Agreement is intended to prohibit or discourage (nor should be construed as prohibiting or discouraging) any User from engaging in any other business activities or providing any services through any other channels they choose. Users are free at all times to engage in such other business activities and services and are encouraged to do so

### **Taxes and Benefits**

1. Freelancer acknowledges and agrees that Freelancer is solely responsible
  - a. for all tax liability associated with payments received from Freelancer's Clients and through *Slasify*, and that *Slasify* will not withhold any taxes from payments to Freelancer;
  - b. to obtain any liability, health, workers' compensation, disability, unemployment, or other insurance needed, desired, or required by law, and that Freelancer is not covered by or eligible for any insurance from *Slasify*;

- c. for determining whether Freelancer is required by applicable law to issue any particular invoices for the Freelancer Fees and for issuing any invoices so required;
  - d. for determining whether Freelancer is required by applicable law to remit to the appropriate authorities any value added tax or any other taxes or similar charges applicable to the Freelancer Fees and remitting any such taxes or charges to the appropriate authorities, as appropriate
2. In the event of an audit of *Slasify* , Freelancer agrees to promptly cooperate with *Slasify* and provide copies of Freelancer’s tax returns and other documents as may be reasonably requested for purposes of such audit, including but not limited to records showing Freelancer is engaging in an independent business as represented to *Slasify* .

### **Marketplace feedback and User Content**

1. You agree to grant us a non-exclusive licence to use any and all information that you post on the Site and/or provide to us via other channels of communication, including but not limited to feedback, answers to questions, product reviews, comments, and suggestions (collectively, “Submissions”). When you post Submissions on the Site, you also grant us the right to use the name that you submit or your account username in connection with such Submission. You agree not to submit to us a false name or e-mail address, pretend to be someone other than yourself or otherwise mislead us or third parties as to the origin of any Submissions. We may at any time in our discretion, publish, remove or edit your Submissions.
2. You hereby acknowledge and agree that Users publish and request *Slasify* to publish on their behalf information on the Site about the User, such as feedback, composite feedback, geographical location, or verification of identity or credentials.
3. However, such information is based solely on unverified data that Freelancers or Clients voluntarily submit to *Slasify* and does not constitute and will not be construed as an introduction, endorsement, or recommendation by *Slasify* ; *Slasify* provides such information solely for the convenience of Users.
4. You acknowledge and agree that User feedback benefits the marketplace, all Users, and the efficiency of the Site and you specifically request that *Slasify* post composite or compiled feedback about Users, including yourself, on User Profiles and elsewhere on the Site. You acknowledge and agree that feedback results for you, including your Job Success Score, wherever referenced, and other User Content highlighted by *Slasify* on the Site or otherwise (“Composite Information”), if any, will include User comments, User ratings, indicators of
5. User satisfaction, and other feedback left exclusively by other Users. You further acknowledge and agree that *Slasify* will make Composite Information available to other Users, including composite or compiled feedback. *Slasify* provides its feedback system as a means through which Users can share their opinions of other Users publicly, and *Slasify* does not monitor, influence, contribute to or censor these opinions.

6. You acknowledge and agree that posted composite or compiled feedback and any other Composite Information relates only to the business advertised in the Profile and not to any individual person. You agree not to use the Composite Information to make any employment, credit, credit valuation, underwriting, or other similar decision about any other User
7. *Slasify* does not generally investigate any remarks posted by Users or other User Content for accuracy or reliability and does not guarantee that User Content is accurate. You are solely responsible for your User Content, including the accuracy of any User Content, and are solely responsible for any legal action that may be instituted by other Users or third parties as a result of or in connection with your User Content if such User Content is legally actionable or defamatory.
8. *Slasify* is not legally responsible for any feedback or comments posted or made available on the Site by any Users or third parties, even if that information is defamatory or otherwise legally actionable. In order to protect the integrity of the feedback system and protect Users from abuse, *Slasify* reserves the right (but is under no obligation) to remove posted feedback or information that, in *Slasify*'s sole judgment, violates the Terms of Service or negatively affects our marketplace, diminishes the integrity of the feedback system or otherwise is inconsistent with the business interests of *Slasify*.
9. You acknowledge and agree that you will notify *Slasify* of any error or inaccurate statement in your feedback results, including the Composite Information, and that if you do not do so, *Slasify* may rely on the accuracy of such information.



## CONTRACTUAL RELATIONSHIP BETWEEN CLIENT AND FREELANCER

1. If a Client and Freelancer decide to enter into a Service Contract, the Service Contract is a contractual relationship directly between the Client and Freelancer.
2. Client and Freelancer have complete discretion both with regard to whether to enter into a Service Contract with each other and with regard to the terms of any Service Contract.
3. You acknowledge, agree, and understand that *Slasify* is not a party to any Service Contracts, that the formation of a Service Contract between Users will not, under any circumstance, create an employment or other service relationship between *Slasify* and any Freelancer or a partnership or joint venture between *Slasify* and any User.
4. With respect to any Service Contract, Clients and Freelancers may enter into any written agreements that they deem appropriate (e.g., confidentiality agreements, invention assignment agreements, assignment of rights, etc.) provided that any such agreements do not conflict with, narrow, or expand *Slasify* rights and obligations under the Terms of Service, including this Agreement and the applicable Escrow Instructions.
5. The parties to a Service Contract can, if the parties prefer, agree to the Optional Service Contract Terms in whole or in part, in addition to or instead of other such agreements.
6. The Optional Service Contract Terms are provided as a sample only and may not be appropriate for all jurisdictions or all contracts. Users are responsible for complying with any local requirements. *Slasify* does not assume any responsibility for any consequence of using the Optional Service Contract Terms.
7. The Optional Service Contract Terms are not intended to and do not
  - a. constitute legal advice,
  - b. create an attorney-client relationship,
  - c. or constitute advertising or a solicitation of any type. Each situation is highly fact specific and requirements vary by situation and jurisdiction and therefore any party should seek legal advice from a licensed attorney in the relevant jurisdictions. SLASIFY expressly disclaims any and all liability with respect to actions or omissions based on the Optional Service Contract Terms.

## DISPUTES AMONG USERS

1. For disputes arising between Clients and Freelancers, you agree to abide by the *Slasify* dispute process that applies to your particular Service Contract. If the dispute process does not resolve your dispute, you may pursue your dispute independently, but you acknowledge and agree that *Slasify* will not and is not obligated to provide any dispute assistance beyond what is provided in the Escrow Instructions.
2. If Freelancer or Client intends to obtain an order from any arbitrator or any court that might direct *Slasify*, *Slasify* Escrow, or our Affiliates to take or refrain from taking any action with respect to an Escrow Account, that party will

- a. give us at least five business days' prior notice of the hearing;
- b. include in any such order a provision that, as a precondition to obligation affecting *Slasify* or *Slasify* Escrow, we be paid in full for any amounts to which we would otherwise be entitled; and
- c. be paid for the reasonable value of the services to be rendered pursuant to such order.

### **Confidential Information**

1. Users may agree to any terms they deem appropriate with respect to confidentiality, including those set forth in the Optional Service Contract Terms. If and to the extent that the Users do not articulate any different agreement, then they agree that this Section (Confidentiality) applies.
2. To the extent a User provides Confidential Information to the other, the recipient will protect the secrecy of the discloser's Confidential Information with the same degree of care as it uses to protect its own Confidential Information, but in no event with less than due care.
3. On a User's written request, the party that received Confidential Information will promptly destroy or return the disclosing party's Confidential Information and any copies thereof contained in or on its premises, systems, or any other equipment otherwise under its control.

### **No Partnership**

1. Nothing in this Agreement is intended to or should be construed to create a partnership, joint venture, franchisor/franchisee or employer-employee relationship between *Slasify* and a User.
2. Client is solely responsible for and has complete discretion with regard to selection of any Freelancer for any Project. Client is solely responsible, warrants its decisions regarding classification are correct, and assumes all liability, for determining whether Freelancers should be engaged as independent contractors or employees of Client and engaging them accordingly;
3. *Slasify* will have no input into, or involvement in, worker classification as between Client and Freelancer and Users agree that *Slasify* has no involvement in and will have no liability arising from or relating to the classification of a Freelancer generally or with regard to a particular Project.

### **Service Fees for Freelancers**

1. Freelancers pay *Slasify* a Service Fee for the use of the Site. *Slasify* charges service fees to Freelancers for using the Site's communication, invoicing, reporting, dispute resolution and payment services, including facilitating

arbitration services and Hourly Payment Protection, as described in the applicable Escrow Instructions (the “Service Fees”).

2. The Service Fees (to use the Site and Site Services) are paid solely by Freelancer. When a Client pays a Freelancer for a Project or when funds related to a Project are otherwise released to a Freelancer as required by the applicable Escrow Instructions, *Slasify* Escrow Inc. (“*Slasify* Escrow”) will credit the Freelancer Escrow Account for the full amount paid or released, and then subtract and disburse to *Slasify* the Service Fee. Freelancer hereby irrevocably authorizes and instructs *Slasify* Escrow to deduct the Service Fee from the Freelancer Escrow Account and pay *Slasify* on Freelancer’s behalf

### **Disbursement Fees**

1. Freelancers may pay *Slasify* a disbursement fee for remitting payments to their preferred payment method (“Disbursement Fee”). The Disbursement Fee is paid to *Slasify* in consideration of costs incurred and administration of disbursements via the disbursement method requested by Freelancer and varies by disbursement method.
2. The Disbursement Fee for each disbursement method is listed at under Fees and Schedules on the Site as revised from time to time. Additional activation, maintenance, and account fees may be charged by the disbursement method requested by Freelancer
3. Clients pay *Slasify* a fee for payment processing and administration related to the Freelancer Fees they pay to Freelancers they engage through the Site.

### **ESCROW SERVICES**

1. *Slasify* Escrow provides escrow services to Users to deliver, hold, and/or receive payment for a Project, and to pay fees to *Slasify* (“Escrow Services”).
2. The Escrow Services are intended for business use, and you agree to use the Escrow Services only for business purposes and not for consumer, personal, family, or household purposes

### **PAYMENT AGREEMENTS AND ESCROW INSTRUCTIONS**

1. *Slasify* Escrow will use and release funds deposited in an Escrow Account only in accordance with this Agreement and the applicable Escrow Instructions. You acknowledge and agree that *Slasify* Escrow acts merely as an Internet escrow agent.
2. *Slasify* Escrow is only obligated to perform those duties expressly described in this Agreement and any applicable Escrow Instructions. If you authorize or instruct *Slasify* Escrow to release or make a payment of funds from an Escrow Account associated with you, *Slasify* Escrow may release or pay those funds as instructed in reliance on your authorization, this Agreement, and the applicable Escrow Instructions.

3. In addition, *Slasify* Escrow may release or pay funds from an Escrow Account as required by applicable law.
4. *Slasify* Escrow will use and release funds deposited in an Escrow Account only in accordance with this Agreement and the applicable Escrow Instructions. Depending on your needs and the applicable Escrow Instructions, *Slasify* Escrow will establish and maintain one of three different types of Escrow Accounts, subject to the applicable Escrow Instructions:
  - a. Client Escrow Account. After entering into a Service Contract, the first time a Client makes a payment for a Project, *Slasify* Escrow will establish and maintain a “Client Escrow Account” to hold funds for the Client to use to make payments for Projects, to receive refunds in connection with Projects, and to make payments to *Slasify* for payment processing and administration fees.
  - b. Freelancer Escrow Account. After entering into a Service Contract, the first time a Freelancer uses the Site to receive payment for a Project, *Slasify* Escrow will establish and maintain a “Freelancer Escrow Account” for Freelancer to receive payments for Projects, withdraw payments, make payments for Service Fees and to *Slasify* for other fees, and issue refunds to Clients.
  - c. Fixed-Price Escrow Account. When you enter into a Fixed-Price Contract, *Slasify* Escrow will establish and maintain a “Fixed-Price Escrow Account” to receive, hold, and release payments pursuant to the Fixed-Price Escrow Instructions for the Project that is the subject of that Fixed-Price Contract.
5. You hereby authorize and instruct *Slasify* Escrow to act as escrow agent in connection with the Escrow Accounts and the payment, holding, and receipt of funds for each Project and other specified purposes in accordance with the Terms of Service and the applicable Escrow Instructions. Client and Freelancer may access current information regarding the status of an Escrow Account on the Site.

### **Warranty Disclaimer**

1. YOU AGREE NOT TO RELY ON THE SITE, THE SITE SERVICES, ANY INFORMATION ON THE SITE OR THE CONTINUATION OF THE SITE. THE SITE AND THE SITE SERVICES ARE PROVIDED “AS IS” AND ON AN “AS AVAILABLE” BASIS.
2. SLASIFY MAKES NO REPRESENTATIONS OR WARRANTIES WITH REGARD TO THE SITE, THE SITE SERVICES, WORK PRODUCT, OR ANY ACTIVITIES OR ITEMS RELATED TO THIS AGREEMENT OR THE TERMS OF SERVICE.
3. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, SLASIFY DISCLAIMS ALL EXPRESS AND IMPLIED CONDITIONS, REPRESENTATIONS, AND WARRANTIES INCLUDING, BUT NOT LIMITED TO, THE WARRANTIES OF MERCHANTABILITY, ACCURACY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT.
4. SOME JURISDICTIONS MAY NOT ALLOW FOR ALL OF THE FOREGOING LIMITATIONS ON WARRANTIES, SO TO THAT EXTENT, SOME OR ALL OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU. USER’S SOLE AND EXCLUSIVE REMEDY AGAINST SLASIFY WITH RESPECT TO ANY DEFECTS, NON-CONFORMANCES, OR DISSATISFACTION.

### **Limitation Of Liability**

1. *Slasify* is not liable, and you agree not to hold us responsible, for any damages or losses arising out of or in connection with the Terms of Service, including, but not limited to:
  - a. your use of or your inability to use our Site or Site Services;
  - b. delays or disruptions in our Site or Site Services;
  - c. viruses or other malicious software obtained by accessing, or linking to, our Site or Site Services;
  - d. glitches, bugs, errors, or inaccuracies of any kind in our Site or Site Services;
  - e. damage to your hardware device from the use of the Site or Site Services;
  - f. the content, actions, or inactions of third parties’ use of the Site or Site Services;
  - g. a suspension or other action taken with respect to your Account;
  - h. your reliance on the quality, accuracy, or reliability of job postings, Profiles, ratings, recommendations, and feedback (including their content, order,

and display), Composite Information, or metrics found on, used on, or made available through the Site; and

- i. your need to modify practices, content, or behavior or your loss of or inability to do business, as a result of changes to the Terms of Service.
2. ADDITIONALLY, IN NO EVENT WILL SLASIFY, OUR AFFILIATES, OUR LICENSORS, OR OUR THIRD-PARTY SERVICE PROVIDERS BE LIABLE FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY, OR INDIRECT COSTS OR DAMAGES, INCLUDING, BUT NOT LIMITED TO, LITIGATION COSTS, INSTALLATION AND REMOVAL COSTS, OR LOSS OF DATA, PRODUCTION, PROFIT, OR BUSINESS OPPORTUNITIES. THE LIABILITY OF SLASIFY, OUR AFFILIATES, OUR LICENSORS, AND OUR THIRD-PARTY SERVICE PROVIDERS TO ANY USER FOR ANY CLAIM ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE OTHER TERMS OF SERVICE WILL NOT EXCEED THE LESSER OF: (A) \$500 USD; OR (B) ANY FEES RETAINED BY SLASIFY WITH RESPECT TO SERVICE CONTRACTS ON WHICH USER WAS INVOLVED AS CLIENT OR FREELANCER DURING THE SIX-MONTH PERIOD PRECEDING THE DATE OF THE CLAIM. THESE LIMITATIONS WILL APPLY TO ANY LIABILITY, ARISING FROM ANY CAUSE OF ACTION WHATSOEVER ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE OTHER TERMS OF SERVICE, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH COSTS OR DAMAGES AND EVEN IF THE LIMITED REMEDIES PROVIDED HEREIN FAIL OF THEIR ESSENTIAL PURPOSE. SOME STATES AND JURISDICTIONS DO NOT ALLOW FOR ALL OF THE FOREGOING EXCLUSIONS AND LIMITATIONS, SO TO THAT EXTENT, SOME OR ALL OF THESE LIMITATIONS AND EXCLUSIONS MAY NOT APPLY TO YOU.

### **Release**

1. In addition to the recognition that *Slasify* is not a party to any contract between Users, you hereby release *Slasify*, our Affiliates, and our respective officers, directors, agents, subsidiaries, joint ventures, employees and service providers from claims, demands, and damages (actual and consequential) of every kind and nature, known and unknown, arising out of or in any way connected with any dispute you have with another User, whether it be at law or in equity that exist as of the time you enter into this agreement.
2. This release includes, for example and without limitation, any disputes regarding the performance, functions, and quality of the Freelancer Services provided to Client by a Freelancer and requests for refunds based upon disputes. Procedures regarding the handling of certain disputes between Users are discussed in the Escrow Instructions.

### **Indemnification**

1. You will indemnify, defend, and hold harmless *Slasify*, our Affiliates, and our respective directors, officers, employees, representatives, and agents (each an “**Indemnified Party**”) for all Indemnified Claims (defined below) and Indemnified Liabilities (defined below) relating to or arising out of:
  - a. the use of the Site and the Site Services by you or your agents, including any payment obligations or default incurred through use of the Site Services;
  - b. any Service Contract entered into by you or your agents, including, but not limited to, the classification of a Freelancer as an independent contractor; the classification of *Slasify* as an employer or joint employer of Freelancer; any employment-related claims, such as those relating to employment termination, employment discrimination, harassment, or retaliation; and 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;
  - c. failure to comply with the Terms of Service by you or your agents;

- d. failure to comply with applicable law by you or your agents;
  - e. negligence, willful misconduct, or fraud by you or your agents; and
  - f. defamation, libel, violation of privacy rights, unfair competition, or infringement of Intellectual Property Rights or allegations thereof to the extent caused by you or your agents. For purposes of this Section 12, your agents includes any person who has apparent authority to access or use your account demonstrated by using your username and password.
2. **“Indemnified Claim”** means any and all claims, damages, liabilities, costs, losses, and expenses (including reasonable attorneys’ fees and all related costs and expenses) arising from or relating to any claim, suit, proceeding, demand, or action brought by you or a third party or other User against an Indemnified Party.
  3. **“Indemnified Liability”** means any and all claims, damages, liabilities, costs, losses, and expenses (including reasonable attorneys’ fees and all related costs and expenses) arising from or relating to any claim, suit, proceeding, demand, or action brought by an Indemnified Party against you or a third party or other User.

### **Breach of the Terms of Service**

1. In the event that we in our discretion, consider that your access and/or use of the Site is in breach of the Terms of Service in any way, we reserve the right to take any action we deem necessary, including terminating without notice your use of the Site and, in the case of illegal and/or unauthorized use of the Site (including unauthorized access to secure password-protected portions thereof and/or customer accounts), commencing legal proceedings against you.
2. Unauthorised use of the Site may also constitute an offence under the Computer Misuse and Cybersecurity Act (Chapter 50A) of Singapore. Where this is the case, we will report you to the relevant authorities.

### **Termination by us**

1. In our sole and absolute discretion, we may with immediate effect upon giving you notice, terminate your use of the Site and/or disable your customer account.
2. We may bar access to the Site or any part thereof for any reason whatsoever, including a breach of any of these Terms of Service or where we are of the view



that you have acted inconsistently with any terms or conditions set out herein, or if in our opinion or the opinion of any regulatory authority, it is not suitable to allow your use of the Site to continue.

### **Cumulative rights and remedies**

1. Unless otherwise provided, the provisions of these Terms of Service and our rights and remedies under these Terms of Service are cumulative and are without prejudice and in addition to any rights or remedies we may have in law or in equity, and no exercise by us of any one right or remedy under these Terms of Service, or at law or in equity, shall (save to the extent, if any, provided expressly in these Terms of Service or at law or in equity) operate so as to hinder or prevent our exercise of any other such right or remedy as at law or in equity.

### **General**

1. **No Waiver.** Our failure to enforce any Term(s) of Service shall not constitute a waiver of such term(s), and such failure shall not affect the right later to enforce the Terms of Service.
2. **Entire Agreement.** This Agreement, together with the other Terms of Service, sets forth the entire agreement and understanding between you and *Slasify* relating to the subject matter hereof and thereof and cancels and supersedes any prior or contemporaneous discussions, agreements, representations, warranties, and other communications between you and us, written or oral, to the extent they relate in any way to the subject matter hereof and thereof.
3. **Assignment.** User may not assign the Terms of Service, or any of its rights or obligations hereunder, without SALSIFY prior written consent in the form of a written instrument signed by a duly authorized representative of *Slasify*. *Slasify* may freely assign this Agreement and the other Terms of Service without User's consent. Any attempted assignment or transfer in violation of this subsection will be null and void. Subject to the foregoing restrictions, the Terms of Service are binding upon and will inure to the benefit of the successors, heirs, and permitted assigns of the parties.
4. **Severability.** If at any time any provision of the Terms of Service shall be or shall become illegal, invalid or unenforceable in any respect, the legality, validity and enforceability of the remaining provisions of the Terms of Service shall not be affected or impaired thereby, and shall continue in force as if such illegal, invalid or unenforceable provision was severed from the Terms of Service.
5. **Governing law.** Use of the Site and the Terms of Service shall be governed by and construed in accordance with Singapore law and you hereby submit to the exclusive jurisdiction of the Singapore courts.



6. **Customer Service Queries.** Should you require assistance from our customer service representatives, please contact [hi@Slasify .com](mailto:hi@Slasify.com)