

# Terms of Service

PLEASE READ THESE TERMS OF SERVICE CAREFULLY AS THEY CONTAIN IMPORTANT INFORMATION REGARDING YOUR LEGAL RIGHTS, REMEDIES, AND OBLIGATIONS. THESE INCLUDE VARIOUS LIMITATIONS AND EXCLUSIONS AND A BINDING ARBITRATION AGREEMENT AND CLASS ACTION WAIVER.

YOU UNDERSTAND THAT BY USING THE SITE OR SITE SERVICES, 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.

## Table of Contents

1. OVERVIEW
2. GOLANCE ACCOUNT
  - 2.1 Eligibility
  - 2.2 Accounts and Profiles
  - 2.3 E-mail/Password
  - 2.4 Authentication/Accuracy of Your Account
  - 2.5 Closing Your Account
  - 2.6 Inactive Accounts
3. CONTRACTING FOR SERVICES
  - 3.1 Milestone/Hourly Contracts
  - 3.2 Relationship of Client and Freelancer
  - 3.3 No Guarantee of Performance
  - 3.4 Subcontractors
4. PAYMENT
  - 4.1 Payment Methods
  - 4.2 Disbursement of Freelancer Fees
  - 4.3 Reporting
  - 4.4 Withholding of Invoice amount
  - 4.5 Non-payment
  - 4.6 No Return of Funds/No Refunds
  - 4.7 Taxes and Formal Invoices
5. GOLANCE SERVICE FEES
6. PAYMENT PROCESSING AND CURRENCY CONVERSION FEES
7. GOWALLET
  - 7.1 Funding Your goWallet
  - 7.2 No Interest
  - 7.3 Not held separately
  - 7.4 Withdrawals
  - 7.5 Negative Funds
  - 7.6 Chargeback
8. ACCESS
  - 8.1 Grant of License
  - 8.2 Conditions of License
  - 8.3 Restrictions on License
  - 8.4 Marketing Materials
  - 8.5 Prohibited Uses

- 8.6 Third Party Applications
- 8.7 Links
- 9. USER CONTENT
  - 9.1 Monitoring of Content
  - 9.2 User Feedback
- 10. CONFIDENTIALITY
  - 10.1 goLance Confidential Information
  - 10.2 Users Confidential Information
  - 10.3 Work Product of Users
- 11. INTELLECTUAL PROPERTY RIGHTS
  - 11.1 License to goLance Application/ Content/ goLance Mobile Application/ License to Third Party Software
- 12. TAXES
  - 12.1 Issuance of W-9
- 13. MONEY TRANSMITTING
  - 13.1 Anti-Money Laundering
- 14. USER REPRESENTATION AND WARRANTIES
- 15. INDEMNIFICATION
- 16. TERMINATION OF ACCOUNT
  - 16.1 Termination With or Without Cause
  - 16.2 Effect of Termination
  - 16.3 Suspension
- 17. DISCLAIMER/ LIMITATION OF LIABILITY
- 18. RELEASE
- 19. GOLANCE DISPUTE AND ARBITRATION POLICY
  - 19.1 Disputes between Clients and Freelancers
  - 19.2 Disputes Between Clients/Freelancers and goLance
- 20. MISCELLANEOUS PROVISION
  - 20.1 Governing Law and Jurisdiction
  - 20.2 Entire Agreement
  - 20.3 Force Majeure
  - 20.4 Amendments
  - 20.5 Severability
  - 20.6 Waiver
  - 20.7 Relationship
  - 20.8 Assignability
  - 20.9 Genders and Headings
  - 20.10 Interpretation
  - 20.11 Notices

# 1. OVERVIEW

goLance Terms of Service (also “Terms of Use”, “Terms” and/or “Agreement”), refer to any guideline or policy subsequently or currently displayed on all <http://golance.com> domain and subdomains, and any other websites, mobile applications, products, services, or any other software offered by goLance (also “Website”) that are to be treated as legally-binding agreement between you (“You,” “Your,” “User”), on the one side, and goLance, Inc., a Delaware corporation (“goLance,” “We,” “Us,” “Our”), on the other side, regarding Your access and use of Our sites, services, applications,

and tools (collectively, “Services”). You accept hereby to be obliged by these Terms when you start to access and use the Website, including all services, products, applications, and/or tools provided pursuant to any Contract, as defined and regulated hereby. If for some reason You do not want to be bound by these Terms, please do not try to access and/or use goLance Website and/or Services.

goLance represents an online marketplace that makes it possible for individuals and companies to do the following: outsource different services (“Client(s)”), to submit or receive payments, search for, enter into, and manage these outsourcing arrangements with the individuals and companies that provide such services (“Freelancer”). Both Clients and Freelancers are singularly referred to herein as a “User” or collectively as “Users.”

You hereby acknowledge and agree that these Terms are between You and goLance, and not with any third party. Please note that Your use of the Services and/or Website may be subject to separate agreements. Users may enter into these agreements with their mobile device or computer operating system provider, mobile device or computer manufacturer, mobile service carrier or Internet provider, and other parties involved in providing these mobile device or computer services. You acknowledge and agree to comply with all applicable third party agreements when accessing and/or using the Website or Services. Please be advised that goLance is not a party to such agreements. Therefore, we have no responsibility for the products and services provided by these third parties.

We reserve the right to change these Terms from time to time as it seems fit, and your continued use of the Website and Services will signify your acceptance of any adjustment to these Terms.

## 2. GOLANCE ACCOUNT

### Eligibility

In order to access our Website and/or use our Services, You must be an individual who is not younger than eighteen (18) years of age and who is allowed to enter into legally-binding contractual relationships in the USA, or a legal entity. When you become a registered User, you agree to do the following:

- (i) abide by these Terms;
- (ii) accept the full financial responsibility for Your use of the Website and/or Services; and
- (iii) perform Your duty and obligations as regulated and requested by any Contract You enter into.

Please note that We reserve the unlimited right, in Our sole discretion, to terminate, refuse, or suspend our Services to any individual or entity for any reason whatsoever and/or no reason whatsoever.

### Accounts and Profiles

In order to be acknowledged as a goLance User, You are required to register an account (“Account”) through the Website. You hereby agree to submit only completely true and accurate information as required by our registration form. You are also required to update this information and to ensure its accuracy, truthfulness, and completeness. You represent and warrant to Us that any person or entity using the Website via Your Account is authorized and empowered to act on Your behalf. It is Your sole responsibility to keep Your contact information, such as Your e-mail address, current and accurate so that We can reach You and communicate with You electronically. Any communications We send to You addressed to the contact information on file will be deemed to have effectively provided such communication to You.

### E-mail/Password

When a User registers an Account, He or She will be prompted to either choose and create a combination of e-mail/password for the Account or sign up with a social network validated by goLance. Please be advised that it is your en-

tire responsibility to ensure proper safeguarding and maintaining of your Account's confidentiality for both e-mail and password. You hereby give Us the authorization to assume that any person or persons who is/are accessing and using the Website with your e-mail/password is You. This also means that another person is fully authorized to act on your behalf. If this is not the case, you accept hereby that you will be obliged to let us know as soon as possible you become aware or suspect that someone is using Your account without your authorization. You are strongly advised to create and use a unique password for accessing our Website.

IMPORTANT NOTICE: If you are not signing up with a social network, do not use a password that is already associated with some other online service you are already using.

## Authentication/Accuracy of Your Account

You authorize Us to make any inquiries necessary directly or through third parties with an aim of validating Your identity and/or authenticating Your account information accuracy. These activities also include Your company. In order to conduct these authentication activities, We may ask You to provide additional information and/or documentation related to your account usage or identity. We may also ask that You take all necessary steps to confirm ownership of the following: Your e-mail address, wireless/cellular telephone number, and appropriate financial instruments. You hereby grant Us with the right to verify Your information through other sources or against third party databases. These processes are for our internal verification purposes only.

## Closing Your Account

You are allowed to close your Account at any given moment as long as there are no pending transactions. In order to do so, You are required to log into Your Account, choose the option for closing an account, and follow the instructions. You will not be allowed to close your account if We determine that you want to take this action with an aim of evading your payment obligations or investigations or otherwise avoiding any other obligation under these Terms. In case you try to close Your Account while there is an ongoing investigation, We are allowed to hold Your funds for up to 180 (one-hundred-and-eighty-days) to protect Our or a third party's interests against the potential risks of claims, fees, reversals, chargebacks, fines, penalties, and other liabilities. Please note that You will be held responsible for all obligations associated with Your Account even after you close Your Account.

## Inactive Accounts

We are allowed to close Accounts that have not been confirmed or that have been inactive for more than 2 (two) consecutive months. In addition, We reserve the right in Our sole discretion to terminate and/or refuse Our Services partially or completely to anyone for any reason or no reason whatsoever.

# 3. CONTRACTING FOR SERVICES

A Client will post a description and parameters of the prospective job that the Client desires for a Freelancer to complete (a "Job"). A Client may then invite Freelancers to apply for the Job. You will be required to negotiate and agree on the terms for the services You provide as a Freelancer or purchase as a Client on the Website. Upon acceptance of a proposal, Client agrees to buy, Freelancer agrees to deliver, the related deliverables and services, according to:

- the agreement reached between Client and Freelancer;
- any other content uploaded to the Website by Us in connection with the Job or otherwise, as applicable;
- and these Terms (together referred to as the "Contract").

Any term or condition in the Contract which is in conflict with these Terms of service shall be void, and these Terms

of service shall prevail. As a Client, You are responsible for the prompt management, acceptance, and payment for the deliverables and services procured pursuant to a Contract. As a Freelancer, it is Your responsibility to ensure the professional and prompt performance and appropriate quality of the services and deliverables pursuant to the Contract.

## Milestone/Hourly Contracts

Client may post a Job offering payments based upon milestones met (“Milestone Contracts”) or an hourly fee (“Hourly Contracts”). In the case of a milestone fee, Client shall be responsible for establishing the milestones warranting payment and shall ensure that the milestones are sufficiently clear to Freelancer that there is no dispute regarding whether such milestones have been met, and therefore whether payment is required under the Contract. The fees generated by a Freelancer via a Milestone Contract or Hourly Fee Contract are referred to as the “Invoice amount”. The Invoice amount minus the goLance service fees are referred to as the “Freelancer Fee(s)”.

For Hourly Contracts, Freelancer may utilize a time tracking application (the “goMeter”) which will track the time spent by Freelancer on any given Hourly Contract for a particular Client. At the conclusion of every week, a timesheet will be automatically generated (“Timesheet”), and based upon the hours logged by Freelancer on the Timesheet, an invoice will be automatically generated every week and submitted to Clients for the work performed by Freelancer.

We only provide the Website for Users to communicate and share information with each other, and Users understand and agree that the contract terms, pay rate, hours, service dates, and working conditions will be established by Users, and that goLance, unless otherwise stated herein, shall not dictate any of the terms or conditions associated with the Contract, nor shall goLance be party to the Contracts between Users.

## Relationship of Client and Freelancer

Users acknowledge and agree that the relationship of a Freelancer in relation to a Client is treated and regulated as an independent contractor. Nothing in these Terms can be deemed to represent a basis for establishing a partnership, agency, joint venture, or Client-Freelancer employment between any User and goLance or any User and any other User. Unless otherwise agreed upon, a Freelancer will supply all tools, materials, and equipment required to perform the services under the Contract. Any costs and/or expenses incurred by a Freelancer in connection with the discharge of Freelancer’s duties under the Contract, including but not necessarily limited to lodging, entertainment, transportation, meals, fees to other agents, advisers, persons or agents, fines, costs, salaries, penalties, state taxes, interest, federal taxes, damages, or other liabilities, shall be the complete and exclusive responsibility of Freelancer.

Unless otherwise agreed upon, neither Freelancer nor any of Freelancer’s affiliates, agents, and/or assigns, are agents, subcontractors, partners or joint ventures of goLance, nor do they have any authority to bind a Client to any obligation, whether by the contractor or other conduct. Unless otherwise agreed upon, a Freelancer shall not represent to any person that Freelancer is an officer, freelancer, agent, or employee has any authority to act on behalf of or bind a Client.

## No Guarantee of Performance

goLance is not and cannot be treated a party to the solicitation, negotiation, contracting management, and fulfillment of any professional services or deliverables as agreed to be provided by and between a Client and a Freelancer. goLance does not have the control over and does not provide any guarantees whatsoever for the legality or quality of the services or deliverables purchased, provided, claimed, advertised in Job listings, the abilities or qualifications of Freelancers, the ability of Clients to pay for such services, or any other similar User qualification. goLance cannot be held responsible for and cannot accept the control of the manner in which Users operate. In addition, goLance is not in any way involved in the selection, termination or working conditions of a User. All rights and obligations for a Job are solely between Client and Freelancer. Clients and Freelancers must look solely to the other for enforcement and performance of all the rights and obligations arising from Contracts and any other terms, conditions, representations, or warranties

associated therewith.

You acknowledge and agree that the goodwill, value, and reputation of goLance depends on Your performance of their agreements and covenants as set forth in the Contract. Therefore, goLance represents a third-party beneficiary of Freelancers' Contracts that have been appointed by Freelancers in order to enforce the benefits conferred on and the obligations owed to, by these Terms. Users further agree and acknowledge that goLance has the right to take these actions with respect to their Accounts and/or their Contracts, including without limitation, termination, suspension, or any other legal actions, as goLance in its sole discretion considers to be necessary to ensure the proper protection of the values, reputations, and credibility of the Website and/or Services, but has no obligation to do so.

## Subcontractors

If Freelancer subcontracts with or employs third parties to perform services or provide deliverables on his, her or its behalf for any Contract, Freelancer represents and warrants that he, she or it does so as an entity or individual authorized to do so and in compliance with all Applicable Law. As used herein, the term "Subcontractor" refers to any freelancer, independent contractor or agent of a User that User engages to perform any work on his, her or its behalf in connection with a Contract. Regardless of whether Freelancer has Subcontractors, Freelancer remains responsible for all services performed under the Freelancer's Contract. As used herein, "Applicable Law" shall mean all federal, state, or local statutes, laws, rules, regulations, policies and/or procedures, or any rules, regulations, policies, and/or procedures of any federal, state, or local department or agency having jurisdiction over the activities, conduct, actions, or representations made by goLance or Users, as amended from time to time.

You acknowledge and agree that neither Freelancer or Subcontractor are employees or agents of goLance. Subcontractor and Freelancer represent, warrant, and covenant, as applicable, that no Subcontractors will have any claim for employee benefits or any reason whatsoever against goLance or any User.

Subcontractors and Users acknowledge and agree that goLance does not in any way, supervise, direct, or control Subcontractors, set their fees, rates, work hours, work schedules, or location of work; goLance will not provide Freelancers or Subcontractors with training or any equipment, labor, or materials needed for a particular Contract.

# 4. PAYMENT

## Payment Methods

In order to use certain aspects of the Website, including payment for Freelancer services, Client must provide account information for at least one valid payment method. The Website makes the following methods of payment available: the goWallet, credit cards, debit cards, and Bank account transfer ("Payment Method(s)"). Client hereby authorizes goLance and its Affiliates to process Payment Methods, to store information concerning Payment Methods to ensure the timely payment of Freelancer pursuant to Contracts and for the Services, or to charge a User's Payment Method for any purpose authorized under these Terms of service or to otherwise compensate goLance for a User's failure to abide by these Terms of service.

You further authorize goLance to verify that the Payment Method(s) identified by You are valid, by among other things, initiating charges for the sole purpose of verifying that the charges are properly authorized and funded ("Verification Charge"). The Verification Charge will be initiated with a random amount in Our sole and absolute discretion, and upon verification of successful completion of the transaction, We will refund the Payment Method charged in the amount of the Verification Charge. If goLance is unable to verify a Payment Method, User will not be permitted to utilize the Payment Method for the Services, for payment of Contracts, or for any other purpose of payment made available on or through the Website.

By providing the Payment-related information through Our Website, Client covenants, warrants, and represents, that:

- (A) Client has a legal authorization to provide this kind of information to goLance;
- (B) Client has a legal authorization to perform payments by using his/her Payment Method(s); and
- (C) that these actions do not violate these Terms applicable to Client's use of the Payment Method(s) or Applicable Law.

When You authorize a Payment Method via the Website, You as a Client hereby covenant, warrant, and represent that there are sufficient funds available at your disposal for You to complete the payment by using Your Payment Method. Please be advised that to the extent of an amount in question owed according to this Agreement, which Client's Payment Method(s) cannot collect, it is your sole responsibility to pay these amounts by other available means.

IMPORTANT: Any charges and/or fees within the Website are determined and calculated in U.S. Dollars.

## Disbursement of Freelancer Fees

When a Client authorizes the payment of the Invoice amount, Client automatically and irrevocably authorizes and instructs goLance to charge Client's designated Payment Method for the Invoice amount or otherwise debit Client's goWallet in the amount of the Invoice amount.

For Hourly Contracts, Invoice amount is automatically invoiced to Clients every Monday (or once a week) based upon the Timesheets generated by Freelancer ("Hourly Invoice"). A Client shall have five (5) days to review the Hourly Invoice and to dispute any charges contained in the Hourly Invoice (the "Client Review Period"). After the expiration of the Client Review Period, and provided there is no dispute as to the payment of the Hourly Invoice, goLance will issue payment to Freelancer pursuant to the Payment Method designated by Client, within five (5) days (known as the "Security Period") after the expiration of the Client Review Period, and provided there is no dispute as to the payment of the Hourly Invoice, goLance will issue payment to Freelancer.

For Milestone Contracts, Invoice amount is invoiced to Clients upon a Client's verification that a particular milestone has been successfully reached by Freelancer ("Milestone Invoice"). There shall be no Client Review Period for Milestone Invoice. Milestone Invoice will be paid upon expiration of the Security Period.

## Reporting

goLance will provide You with online reporting of the Invoice amount You have paid or Freelancer Fees You have received and any Service Fees that have been paid for use of the Website (the "Transactions"). If Your Account is terminated, You will be provided with a summary of Transactions for the period twelve (12) months just prior to Your Account's termination. Once the report is transmitted to You, goLance will have the discretion to delete all such reporting information, including all Transactions.

## Withholding of Invoice Amount

If goLance determines in its sole discretion that a User has violated these Terms, goLance may withhold the disbursement of Freelancer Fees. goLance may also withhold the disbursement of the Freelancer Fees if:

- (A) We request that You submit additional information. For example, Your tax information, government-issued ID card, date of birth or address;
- (B) We have every reason to believe that Your Freelancer Fees are associated with a chargeback or dispute;
- (C) We discover or suspect fraud;
- (D) We determine that there are reasonable grounds for insecurity regarding the performance of obligations according to these Terms;
- (E) We determine it is necessary for the purpose of an ongoing investigation; or
- (F) We are required to comply with the requirements of the Applicable Law in your case.

In cases we discover or suspect a violation, abuse or fraud of this Agreement, We reserve the right to revoke any of your previous payments. In addition, You hereby accept and acknowledge that goLance has the right to reclaim and/or withhold all Invoice amounts You are due either to Us or Your Freelancer. Furthermore, You agree and acknowledge that goLance reserves the right to demand the appropriate reimbursement from You. Also, if goLance determines or suspects a criminal or fraudulent activity related to Your payment, Contract or withdrawal, or if goLance determines duplicate or erroneous transactions, including a situation where goLance receives any chargeback from Your bank, credit card company, or any other Payment Method, You used on the Website, or as used by Your Client if You are a Freelancer, the previous restrictions and actions are to be applied. You agree and acknowledge that We have the right to claim these reimbursements, including our right to charge Your Account and/or Your Payment Method, offsetting any amounts that you owe to Us, deducting amounts from Your withdrawal or payments, charging Your credit card, or obtaining reimbursement from You by any other lawfully acceptable way. Please be advised that Your failure to pay for reimbursements associated with Your chargebacks represents a cause for Your Account's termination.

## **Non-payment**

In a case You fail to pay the Freelancer's Fee, including any other amounts that are due according to these Terms, whether by cancelling Your debit or credit card, chargeback, or in any other way, we may suspend or close your Client's Account and revoke Client's access to the Website, including Client's ability to use the Website to process any additional payments or obtain any additional Freelancer services.

## **No Return of Funds/No Refunds**

Client agrees and acknowledges that goLance will charge Client's Payment Method for the amount of Invoice amount.

In consideration of the Website and Services provided by Us, Client agrees that once goLance charges Client's Payment Method for the Invoice amount as regulated and determined in this Agreement, the charge is to be treated as non-refundable, with an exception that is set by Applicable Law. You also hereby agree and acknowledge that this Agreement provides a dispute resolution process as a way for Client to resolve disputes. To the extent allowed by Applicable Law, Client hereby agrees not to exercise its chargeback right from any bank, credit card company or any other payment method provider against any Invoice amount or other Fees charged associated with this Agreement regardless of the reasons. A chargeback that breaches the above-mentioned obligation represents this Agreement's material breach. If Client violates this Agreement by initiating a chargeback as regulated and described hereby, Client agrees that goLance or Freelancer may dispute or appeal the chargeback and institute collection action against Client.

## **Taxes and Formal Invoices**

goLance shall not and cannot accept the responsibility for determining the best ways for issuing any formal invoices, or for withholding, remitting or determining any taxes applicable to the Freelancer Fees. It is a Freelancer's sole responsibility to determine whether or not it is necessary according to the Applicable Law to issue any formal invoices for the Freelancer Fees and for issuing any invoices as required. Freelancer will also be solely responsible for determining:

(i) whether Freelancer is required by Applicable Law to comply with the appropriate authorities in remitting any value added tax, including any other similar charges or any other taxes applicable to the Freelancer Fees and remitting any such charges and/or taxes to the appropriate authorities on behalf of goLance or itself, as required; and

(ii) whether We are required by Applicable Law to withhold any amount of the Freelancer Fees. Including a proper notification to goLance of any such requirements and obligations (either by goLance, at our sole discretion, offsetting the amounts in question against a future payment of Freelancer Fees to Freelancer or Freelancer reimbursing goLance for the applicable amount) for any requirement to pay any withholding amount to the appropriate authorities (including penalties and interest).



In the event that goLance is required to go through an audit, You hereby agree and acknowledge to promptly cooperate with Us. This means that you should provide all copies of Your tax returns and other relevant documents for the purposes of this audit. Including your records that show whether or not You are engaged in an independent business as represented to goLance.

## **5. GOLANCE SERVICE FEES**

When funds are released to a Freelancer, goLance will credit the Freelancer's account, less the amount of 7.95% of the total compensation released to Freelancers ("Service Fee"), which shall be retained by goLance as a Service Fee for Freelancer's use of the Website. goLance reserves the right to update its Service Fee on a case by case basis for Freelancer based upon criteria established at goLance's sole and absolute discretion.

## **6. PAYMENT PROCESSING AND CURRENCY CONVERSION FEES**

When funds are credited or withdrawn, goLance may use different payment processors to perform the payment and eventually convert the currency. goLance will retain the payment processor conversion fees to the transaction's amount. goLance will choose the most appropriate payment processor in its sole and absolute discretion.

The Website operates in U.S. Dollars. If a Freelancer's Payment Method is denominated in a currency other than U.S. Dollars and requires currency conversion to make or receive payments in U.S. Dollars, the Website may display foreign currency conversion rates that currently make available to convert supported foreign currencies to U.S. Dollars or to convert U.S. Dollars to supported foreign currencies. These foreign currency conversion rates adjust regularly based on market conditions.

The currency conversion rate is at Freelancer sole risk. goLance is not responsible for currency fluctuations that occur in a currency other than U.S. Dollars.

## **7. GOWALLET**

You will be provided with a goWallet, which is a virtual account established by goLance that can be utilized to accept payments from Clients or to pay Freelancers (the "goWallet"). Your goWallet is not and cannot be treated as a bank account and cannot be utilized for any purposes other than expressly authorized in these Terms of service.

### **Funding Your goWallet**

You may only fund your goWallet with payments received from other Users. You shall not be permitted to fund your goWallet with any other Payment Methods.

You authorize goLance to initiate a charge each billing period to the Payment Method. The periodic charge to Your Payment Method Account will be for Service Fees, amounts that We determine You owe to other Users but have failed to timely pay, any expenses, costs, fines, charges, or late fees incurred as a result of Your breach of these Terms of service or misuse of the Website. You also authorize goLance to initiate a charge or credit to Your Payment Method to correct any underpayment or error in a previous charge to Your Payment Method and/or to credit or debit a small dollar amount to Your Payment Method to confirm electronic access and verify Your identity. This authorization will remain in effect until You designate an alternative form of payment on the Website, or if You terminate Your Account and after We have

a reasonable period of time to act on that designation or cancellation. You represent and warrant that You are authorized to provide the foregoing authorization to initiate charges to the above registered Payment Method.

YOU MUST PRINT THIS PAGE TO RETAIN A COPY OF YOUR PAYMENT AUTHORIZATION FOR YOUR RECORDS. BY CONTINUING, YOU AGREE AND ACKNOWLEDGE HEREBY TO: (1) INITIATE CHARGES TO YOUR REGISTERED PAYMENT METHOD IN ACCORDANCE WITH THE TERMS OF THE ABOVE PAYMENT AUTHORIZATION; AND (2) THAT YOUR CONTINUED USE OF THE WEBSITE AND APPROVAL OF THESE TERMS OF SERVICE CONSTITUTES YOUR ELECTRONIC SIGNATURE ON, AND AGREEMENT TO, THE ABOVE PAYMENT AUTHORIZATION.

You agree to electronically authorize payment for Your goLance services account and You agree to receive electronic communications with respect to such payments. goLance may communicate with You with respect to such payments by (a) sending an e-mail to the e-mail address already specified by You for Your goLance product and services account or (b) posting notices or communications to Your goLance product and services interface. These electronic communications shall be considered to be in writing.

You may contact goLance at Your product and services interface to update Your contact information used for these electronic communications or to withdraw consent to receive electronic communications, but goLance reserves the right to terminate Your use of the services if You withdraw Your consent. Please note that goLance does not provide paper copies of electronic communications.

## No Interest

Please be advised that You cannot receive or request interest or any similar earnings related to or derived from the funds goLance handles. These restrictions include the eventualities when these funds are subsequently placed in pooled accounts. Regarding Your use of our Services and Website, You unconditionally and irrevocably hereby assign to goLance any of Your ownership rights associated with any interest that may be derived from the funds held in pooled accounts.

## Not held separately

We do not promise to hold Your funds separate from Our corporate funds. Please be advised that goLance isn't a bank and cannot be treated as such or any other similar institution. All funds reserved and held by goLance or some of its service providers that are in relation to the transactions processing cannot be treated as the deposit obligations. In addition, they aren't insured in order to benefit a User according to regulations of the Federal Deposit Insurance Corporation, including any other similar or relevant governmental agency.

## Withdrawals

You may withdraw any and all funds that were transferred to You by another User (not otherwise held by Us pursuant to these Terms of service) from Your goWallet by electronically transferring them to Your bank or other account connected to goWallet. We reserve the right to delay withdrawals while we screen for risk, or request additional information to verify the withdrawal request.

Withdrawals are final and cannot be undone. We will not be able to reverse this process once it has begun.

## Negative Funds

In case Your goWallet's balance is negative regardless of the reason, We are allowed to produce this negative balance when we are required to deduct the amounts You as a User owe to Us from the available funds that are transferred into Your goWallet. This also includes the amounts You have scheduled to send or withdraw from Your goWallet. You hereby agree and acknowledge that We are allowed to recover all amounts that You owe Us and that are due by charging Your available balance. In case there are no sufficient funds available in Your goWallet when we try to recover these amounts, You agree hereby to reimburse goLance through other suitable means. If goLance is still not in a position to

recover these amounts from Your Payment Method, then We are allowed to recover these amount from the alternative funding sources, including the right to take other appropriate legal actions in order to collect these amounts which are due. For the purposes of securing Your compliance with these Terms and any effective Contract, You grant goLance with a lien on, including an appropriate security interest in Your User's Account with an unconditional approval to execute and proceed with any further and necessary action in order to exercise such rights.

## Chargeback

If You receive a payment, You are liable to goLance for the full amount of any such payment plus any fees if such payment is later invalidated for any reason (in addition to any other liability). If a Client later disputes the payment or files a claim for a chargeback, the payment instrument issuer or the originating bank, not goLance, will determine whether the dispute is valid and to whom payment is due. You agree to allow Us to recover any amounts due by debiting Your goWallet, Your Payment Method, or charging any Payment Methods that You have provided to us.

# 8. ACCESS

You understand and agree that no representation or warranty is made with respect to the functionality or availability of the Website and/or Services and that all or any portion(s) thereof may be unavailable to You for use either temporarily or permanently without notice. We reserve the right in Our sole discretion, without notice, to suspend Your access to parts of the Website or to change the content, presentation, performance, or functionality thereof. We reserve the right to monitor, edit, and remove any content available on the Website, but do not have any obligation to do so.

## Grant of License

Subject to the terms of these Terms of Service, goLance hereby grants to User a non-exclusive, non transferable royalty-free, right and license (the "License") to access and use the Website for User's Internal Business Purposes until goLance terminates User's Account. "Internal Business Purposes" shall include the right to allow User to access the Website through a qualified Internet connection in furtherance of the business of User as of the Effective Date. User will have a License that entitles the number of Users approved by goLance in writing to log in and use the Website. User

## Conditions of License

goLance shall retain all right, title and interest, including all intellectual property and other proprietary rights, in and to the Website, or any parts or components thereof, including all derivative works thereof, but excluding any User IP embodied in the Website. In addition, User acknowledges that goLance owns or licenses various development tools, routines, subroutines and other programs, data and materials provided with or embedded within the Website that were developed or procured by goLance prior to, independent of, or not exclusively for User as part of, goLance's performance of services hereunder (collectively, the "Background Technology"). As between goLance and User, goLance retains all right, title and interest, including all intellectual property and other proprietary rights, in the Background Technology. User must retain all patent, copyright notices and other proprietary legends in or on the Website. User may not remove from the Website, or alter, any of the goLance trademarks, trade names, logos, patent or copyright notices or markings, or add any other notices or markings to the Website.

## Restrictions on License

User shall not, directly or indirectly:

(i) disassemble, decompile, or reverse engineer the Website or any improvement made thereto, or in any way attempt to discover or reproduce source code thereof;

(ii) make the Website available to any third party on a time-sharing or service bureau basis, or otherwise attempt to resell to any third party the right to use the goLance Platform;

(iii) create any derivative work of the Website; or

(iv) use the Website for any illegal or unauthorized purpose, or to violate any Applicable Laws, or any proprietary right of a third party.

For the avoidance of doubt, the foregoing shall not in any way limit User's ability to use or make available the User IP (as defined herein) in any manner or fashion whatsoever separate or apart from the Website, and any such use shall not be a derivative work, or accomplish the same direct or indirect result contemplated by the Website.

## Marketing Materials

User is authorized to utilize only those trademarks, marketing, and promotional materials related to the Website that are prepared or approved by goLance (hereinafter "Marketing Materials"). User shall make no representations regarding the Website other than those contained in the Marketing Materials, or in any other way act or represent that it is authorized to act in a manner which would bind goLance in any way whatsoever. User shall not use the name "goLance" or any derivation thereof in any of its marketing, advertising or any of its other publications without goLance's prior written consent.

## Prohibited Uses

You may not use the Website in any manner that could damage, disable, overburden, or impair goLance, its servers, the Website, or otherwise interfere with any other party's use and enjoyment of any of the Website. You may not attempt to gain unauthorized access to any part of the Website, other Users or their Accounts, computer systems or networks connected to goLance or any of its Users, through hacking, password mining or any other means. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available through the Website. Related to the use and/or access to our Website, You are not to do the following:

(i) upload, list or post inappropriate items or content in areas or categories on Our site;

(ii) circumvent or breach any applicable laws, the rights of the third-parties, including Our policies, systems, your account status and determinations;

(iii) fail to abide by the terms of a Contract;

(iv) post defamatory, libelous, misleading, deceptive, false or inaccurate content;

(v) post other User's private and confidential information;

(vi) create multiple accounts;

(vii) use a false identity;

(viii) be involved in any kind of actions with an aim of undermining Our ratings or feedback systems;

(ix) post or distribute spam, bulk or unsolicited electronic communications;

(x) distribute harmful technologies, such as viruses and similar that may cause harm to Website;

(xi) use any kind of data extraction or gathering robots or automated tools to access Our Services and/or the Website;

(xii) be involved in the infringement of the copyright, patent, publicity, database, moral, trademark, and/or other rights that represent the intellectual property of the third parties or Us; and/or

(xiii) harvest or in some other way collect information related to Our Users without their knowledge or consent.

## Third Party Applications

goLance may permit You access to (through the Website) third -party products, applications, or services (“Third-Party Applications”) which may be integrated into the Website or used in connection with the Website. Your use of the Third-Party Applications and any exchange of data between You and the third-party shall not be warranted or otherwise supported by goLance or the Website. You hereby authorize goLance to permit the Third-Party Applications access to Your User Content, as defined below. You acknowledge and agree that goLance shall have no responsibility or liability arising from the Third-Party Applications use or access to Your User Content, as defined below.

## Links

Regarding this Website’s hyperlinks to other websites, goLance does not control the content and/or availability of those websites. In addition, We do not necessarily endorse or review the materials that are made available to you through these websites. Viewing or using other websites is done entirely at Your own personal risk and such websites or services may be governed by separate terms and conditions. You agree hereby that goLance shall not be liable for any loss or damage caused or alleged to be caused by or in connection with the use of or reliance on any such services or content that are made available through any of these websites.

# 9. USER CONTENT

You are solely responsible for the information and content posted on the Website or provided in connection with the Services. When providing such information or content while accessing and/or using the Website or Services (Your “User Content”), You grant Us with a royalty-free, non-exclusive, perpetual, irrevocable, worldwide, right to exercise all copyright and publicity rights with respect to the User Content and to use the same for Our advertising purposes. You warrant and represent hereby that this User Content is error-free and accurate and that use of any pieces of the User Content by goLance, or Users does not and will not infringe any rights that represent Our or the third party intellectual

## Monitoring of Content

goLance actively monitors the system for invalid logins and may automatically log out User from the Website. User is responsible for maintaining the security of its Account and passwords. goLance cannot and will not accept any liability for any loss or damage from User’s failure to maintain such security. User is responsible for all User Content posted and activity that occurs under the Account. User shall not use the Website for any illegal activity, unauthorized purpose, or that in any way violates any applicable federal, state, or local law or regulation. A User shall ensure that its use of the Website does not violate any applicable federal, state, or local law or regulation, or any proprietary rights of a third party. goLance may remove or suspend access to the User Content that it determines in its sole discretion is pornographic, obscene, threatening, libelous, unlawful, offensive, defamatory or in any other way objectionable, questionable or vio-

## User Feedback

For the potential benefits of all other Users, goLance encourages You (and other Users) to leave accurate, objective, truthful, and balanced feedback about other Users on goLance with whom You worked and/or transacted. As a User, You hereby agree and acknowledge that these feedback results for other Users will include ratings and comments the other Users left and that goLance will make it possible for other Users to leave and see the feedback, which is based on the individual comments and ratings. goLance provides its feedback system as a useful and reliable means through which You can share Your User’s opinions publicly. Please be advised that We do not censor or monitor these comments and opinions. We also do not investigate these comments and opinions left by Users regarding their reliability and accuracy.

You hereby acknowledge that You can be held accountable with the legal consequences for the potential damages that other Users or the third parties suffer as a direct or indirect result of Your feedback if it has been determined by a court that Your feedback is legally inappropriate. We cannot accept any kind of responsibility for any comment or feedback left or made available or shared on the Website by Our Users or any third parties. Including the situations when it has been determined that these pieces of information are found to be in any way unlawful or not acceptable from the legal point of view. With an aim of ensuring the protection of Our feedback system's integrity, including the protection of our Users from any potential abuse, We reserve the right without accepting the obligation to remove the information included in the feedback that in Our sole judgment violates these Terms or in any other way negatively affects our marketplace situation or operations.

## 10. CONFIDENTIALITY

### goLance Confidential Information

You acknowledge that, during the course of Your use of the Website, You may have access to certain confidential information in the form of know-how, trade secrets, or proprietary information ("**Confidential Information**") of goLance. Confidential Information may include, without limitation, customer lists, customer information, financial statements and information, marketing and sales data, sales manuals, case management policies and procedures, quality assurance policies and procedures, documentation of processes and software, designs, devices, compilations of information, operational techniques, operating manuals, symbols, service marks, logos, other intellectual property, vendor lists, marketing programs, plans, and strategies, research and development plans, contracts and licenses, licensing techniques and practices, models and strategies, computer software and other computer-related materials, copyrightable material, security controls, including computer system passwords, and other legally-protected information owned by or used by goLance which are confidential in nature and may include confidential or proprietary information received from third parties. In addition, Confidential Information also includes any information which is not generally known to the public or within the market or trade in which goLance competes, and the physical embodiments of such information in any tangible form, whether written or machine-readable in nature or any information which is marked or designated as "Confidential."

You acknowledge and agree that maintaining the confidentiality of the Confidential Information is integral to the ongoing operation and value of goLance. In view of the foregoing, You agree to maintain the confidentiality of all goLance's Confidential Information and to not disclose, divulge, exploit, or use, in any manner whatsoever, goLance's Confidential Information for Your own benefit or the benefit of another person, to the exclusion of goLance, or without goLance's express authorization. You will additionally take all reasonable precautions to prevent the inadvertent or accidental exposure of goLance's Confidential Information.

You further agree not to in any manner whatsoever, circumvent or attempt to directly or indirectly circumvent, goLance's agreements with other Users, its customers, vendors, freelancers, contractors, or any other strategic business relationship maintained by goLance, for Your own benefit or for any other purpose, without obtaining goLance's prior written consent.

You acknowledge that goLance has obtained and will continue to obtain from the third parties associated and in relation with Us, e.g., Users, partners, collaborators, licensors, licensees, customers, suppliers (collectively "**Associated and Related Third Parties**") all of their proprietary or confidential information (collectively "**Confidential Information of the Associated and Related Third Parties**") that represents a duty on goLance's part to ensure the full confidentiality of such Confidential Information of the Associated and Related Third Parties and use it for the strictly limited purposes only. You agree and understand that You owe goLance and its Associated and Related Third Parties an obligation to hold all such Confidential Information of the Associated and Related Third Parties as the strictly confidential information, including an obligation not to disclose or use it to any third party with the sole exception when it is necessary to carry out the work

for goLance consistent with goLance's agreement with these Associated and Related Third Parties.

If future patent, trademark or copyright protection is obtained for goLance or any element incorporated into the Website, User shall cooperate with goLance in enforcing or policing such protection and by taking all reasonably appropriate measures including marking trade secrets and goLance's Confidential Information as required and taking other reasonable measures as requested by goLance.

## **Users Confidential Information**

You acknowledge that, during the course of Your Contracts with other Users, You may have access to certain Confidential Information belonging to another User, who may disclose such Confidential Information to You in connection with the performance of a Contract and such Confidential Information will be disclosed to You in confidence (a "Disclosing User"). You acknowledge and agree that maintaining the confidentiality of the Confidential Information is integral to the value of Disclosing User and is vital to his, her or its successful operations. In view of the foregoing, You agree to maintain the confidentiality of all Disclosing User's Confidential Information and to not disclose, divulge, exploit, or use, in any manner whatsoever, Disclosing User's Confidential Information for Your own benefit or the benefit of another person. You will additionally take all reasonable precautions to prevent the inadvertent or accidental exposure of Disclosing User's Confidential Information. You agree that You will not at any time, use, directly or indirectly, any of Disclosing User's Confidential Information for the benefit of You or any Person other than the Disclosing User without obtaining Disclosing User's prior written consent. You further agree not to in any manner whatsoever, circumvent or attempt to directly or indirectly circumvent, Disclosing User's agreements with its customers, vendors, freelancers, contractors, or any other strategic business relationship maintained by Disclosing User, for Your own benefit or for any other purpose, without obtaining Disclosing User's prior written consent.

## **Work Product of Users**

You agree to assign and do hereby assign to Client any and all ideas, designs, know-how, programs, improvements, inventions, discoveries and literary creations (collectively referred to as "Inventions") which You alone or with others may conceive or make, and which are made wholly or partially with Client's assets or Confidential Information or are developed wholly or partially during or as a result of Your work under a Contract. Such Inventions are and shall be the property of Client and shall be deemed to be part of Client's business, whether or not any applications for patents, trademarks or copyrights are filed thereon. Further, all such Inventions shall constitute Confidential Information. You shall not claim to own any Inventions relating to the business of Client. Except as otherwise prohibited by law, and except for Inventions made prior to commencement of Your interactions with Client, and in regard to the above assignment of Inventions to Client, without further consideration, You hereby fully and irrevocably assign, transfer, and convey to such Client all copyrights, trade secrets, patent-related applications, patents, mask works, and all other rights that can be treated as the intellectual property in any Invention and any and all Moral Rights which You may have in, to, or with respect to any Invention. "Moral Rights" refer to any rights to make an authorship claim related to an Invention, to prevent or object to any Invention's modification(s), or to demand a withdrawal from circulation, including the control the distribution or publication of any Invention, and any similar or relevant right, which exists under statutory or judicial law of any country or under any treaty in the world, regardless of whether or not this particular right is generally referred to or denominated as a Moral Right.

# **11. INTELLECTUAL PROPERTY**

The Website and Services are owned by Us or our licensors and are regulated and protected by all applicable intellectual property laws, copyrights, patents, trademarks, and similar. All copyrightable text and graphics of all materials and the overall design of Website are Ours. The name "goLance" and other marks, logos, designs, and phrases that we

use in connection with the Website and Services are Ours. They may not be used without Our express written prior permission.

You agree and accept that You will not reverse engineer, disassemble, decompile or in any other way modify the Website's material. We may, in Our sole discretion, terminate the access of Users who infringe on Our copyright rights or the rights of other Users.

## **License to goLance Application/ Content/ goLance Mobile Application/ License to Third Party Software**

In order to use Our Website or Services, you are required to use the appropriate software and applications (collectively, "Software") provided to You by goLance. We hereby grant You a non-exclusive, non-transferable and limited license to use Our Software according to the requirements of these Terms. If you need to download the Software in order to use it on Your mobile devices, then this license is to be extended to all mobile devices that you use, control or own. You agree and accept not to reproduce, disassemble, decompile, display, publish, adapt, alter, distribute, reverse engineer, translate or in any other way attempt to come up with any source code that is derived directly or indirectly from the Software. In addition, You acknowledge and accept that all interest, rights, and title to Software are the exclusive ownership of goLance. Your rights to access and use the Software are to cease immediately when We determine that You have breached these Terms, including Your Account's termination.

## **12. TAXES**

It is Your sole responsibility to take care of your tax payment and reporting duties associated with any of Your Contracts. goLance cannot be obligated or held responsible in any way regarding Your duty to determine any taxes applicable, including the obligation to collect, report or remit any kind of applicable tax payments. You hereby agree and accept to hold harmless, defend and indemnify goLance against any and all such contributions or taxes, including all associated interests and penalties incurred by goLance as a result of Your failure to comply with tax filing or payment obligations.

goLance is required to report to the IRS the total payment volume received by Users whose payments exceed Twenty Thousand Dollars (\$20,000.00) and Two Hundred (200) payments in the same calendar year. We will track Your Account activity to determine whether You exceed these thresholds. You are required to provide Your tax identification number for Your Account if You do not already have one on file. If You exceed the thresholds mentioned above, We will send Form 1099-K to You and the IRS.

### **Issuance of W-9**

goLance Users who have the US citizenship or other US persons (as regulated by the Form W-9 issued by the IRS) have an obligation to submit a complete Form W-9 that will be updated accordingly regarding any change in the User's tax status and/or change in the information required on the Form. Non-U.S. citizens or U.S. persons (as defined in Form W-9) are required to provide a complete Form W-8 which shall be updated upon any change in the User's tax status and/or change in the information required on the Form.

Users who have the US citizenship or other US persons (as regulated by the Form W-9) will not be allowed to withdraw the available funds that can be found in their Accounts unless there is a valid Form W-9 submitted to or in Our files. Other Users will not be able to withdraw funds from their Account unless there is a valid Form W-8 submitted to or in Our files. Users agree that goLance shall submit all relevant information on the User's Form W-9 or W-8 to any Client that has paid Freelancer in connection with a Contract.



## 13. MONEY TRANSMITTING

### Anti-Money Laundering

goLance applies a thorough and comprehensive customer-oriented process and regular ongoing analysis, including reporting activities with an aim of providing safe, reputable, and compliant services. These specific efforts include among other monitoring for any kind of suspicious financial transactions followed by the mandatory reporting to all international and/or domestic regulators. goLance is required to retain certain pieces of information and documents that are required by the Applicable Law. goLance hereby expressly reserves the save these documents and pieces of information. It is goLance's exclusive and reserved right to refuse Your registration to, including Your transactions from or to, and termination of any associated Account, for any reason We consider to be justifiable or for no reason at all whatsoever at any given time. Without the limits to the above mentioned and regulated, these situations include, but they are not necessarily limited to, any User from or in jurisdictions that do not follow or obliged to the Anti-Money Laundering and Counter-Terrorism Financing Act standards as set out by the Financial Action Task Force or any User that fails to comply and meet any of the customer-oriented standards, requirements or requests of goLance.

## 14. USER REPRESENTATION AND WARRANTIES

By registering an Account and/or using the Website or Services, You represent, warrant, and/or covenant, as applicable, that:

- (i) You can form legally-binding contracts;
- (ii) Your performance of these Terms of service and any Contract that You accept does not and will not violate any other agreement to which You are a party;
- (iii) for the duration of Your registration on the Website and for a period of twenty four (24) months thereafter (or, if such time period is too long to be enforceable in Your jurisdiction, the longest period of time that is enforceable), You will not contact or solicit any User for the purpose of circumventing the Website and Services;
- (iv) You possess the skill set and expertise described in Your profile and required for any Job You accept;
- (v) You possess all licenses and certifications legally required to perform work in Your jurisdiction;
- (vi) You will be fully responsible and liable for any action of any person that uses Your Account;
- (vii) You are accessing and/or using the Website and/or Services with the sole purposes of entering into a bona fide types of business transactions with other Users;
- (viii) You will not access and/or use the Website and/or Services to mislead or defraud any entity or person; and
- (ix) You will not access and/or use the Website and/or Services to violate or in violation of any law or regulation of the USA or any international law or treaty.

## 15. INDEMNIFICATION

To the extent allowed by the applicable law, You accept and agree hereby to defend, indemnify and hold goLance and Our freelancers, officers, affiliates, business associates, partners, principals, directors, licensors, insurers, and agents harmless against and from any and all liabilities, costs, losses, damages (including attorneys' fees we consider to be

reasonable) and all associated expenses in connection with all the claims arising out of any content transmitted or posted by You that may otherwise be connected or arise out of Your access and/or use of the Website or Services or any other User or third party with an access that is given or gained to Website or otherwise related to Your action or inaction.

## **16. TERMINATION OF ACCOUNT**

### **Termination With or Without Cause**

You agree that We may terminate Your Account and Your access to the Website and/or Services for any reason or for no reason whatsoever and at any time with or without notice to You and without any liability of goLance towards You save as expressly provided under present clause 16.

### **Effect of Termination**

Upon the termination of Your Account:

- (a) Any funds held in Your Account balance other than any such funds which are required to be withheld pursuant to these Terms of service are to be returned unless withheld.
- (b) It is our exclusive right to prohibit Your use and/or access to our Website and/or Services, and without any limitation deactivate Your e-mail and password, including the future refusal of Your access to the Website and/or Services.
- (c) All restrictive covenants and conditions set forth herein, including but not limited to, such restrictions regarding Confidential Information and non-solicitation shall survive the termination of Your Account.
- (d) You shall have no right to obtain or receive Your content, and any and all content remaining on the Website after your Account is terminated and shall be relinquished to goLance.

### **Suspension**

In lieu of or in addition to the termination of Your Account, goLance shall have the right to immediately suspend Your Account and Access to the Website or Services. Any such suspension shall not relieve You from Your duties and obligations under this Agreement, including but not limited to the timely payment of Subscription Fees.

## **17. DISCLAIMER/ LIMITATION OF LIABILITY**

YOU AGREE AND ACCEPT THAT YOU ARE ACCESSING AND/OR USING THE WEBSITE AND/OR SERVICES ENTIRELY AT YOUR OWN PERSONAL RISK. IN ADDITION, OUR WEBSITE AND SERVICES ARE TO BE PROVIDED TO YOU "AS IS" AND ON AN "AS AVAILABLE" BASIS TO THE MAXIMUM EXTENT ALLOWED BY APPLICABLE LAW, GO-LANCE EXCLUDES ITSELF FROM ALL IMPLIED OR EXPRESS WARRANTIES, TERMS, MERCHANTABILITY IMPLIED WARRANTIES, PARTICULAR PURPOSE FITNESS, INCLUDING THE NON-INFRINGEMENT.

YOU AGREE THAT WE WILL NOT HAVE ANY LIABILITY DUE TO YOUR INABILITY TO ACCESS WEBSITE, ANY PORTION THEREOF OR ANY RELATED DATA OR INFORMATION, AND WILL NOT HAVE ANY LIABILITY IN CONNECTION WITH THE LOSS OR DESTRUCTION OF ANY SUCH DATA OR INFORMATION.

IN ADDITION, TO THE MAXIMUM EXTENT ALLOWED BY THE APPLICABLE LAW, WE ARE NOT LIABLE, AND YOU

AGREE AND ACCEPT NOT TO HOLD GOLANCE RESPONSIBLE, FOR ANY LOSSES OR DAMAGES, INCLUDING, BUT NOT NECESSARILY LIMITED TO, TO REPUTATION OR GOODWILL LOSSES, PROFITS, OTHER RELEVANT AND INTANGIBLE LOSSES, INCLUDING ANY SPECIAL, DIRECT, INDIRECT, OR DAMAGES OF THE CONSEQUENTIAL NATURE, WHICH RESULT FROM YOUR CONTENT, YOUR USE OF OR INABILITY TO USE THE WEBSITE AND/OR SERVICES, MALICIOUS SOFTWARE, SUCH AS VIRUSES AND SIMILAR, OBTAINED BY ACCESSING, USING OR LINKING TO THE WEBSITE, THE SUSPENSION OR OTHER ACTION TAKEN WITH RESPECT TO YOUR ACCOUNT, AND/OR YOUR BREACH OF THESE TERMS OF SERVICE OR CONTRACT.

REGARDLESS OF THE REGULATIONS OF THE PREVIOUS SECTIONS, IF GOLANCE IS TO BE FOUND TO BE LIABLE, THEN OUR LIABILITY TO ANY OF OUR USERS OR TO ANY THIRD PARTY IS STRICTLY LIMITED TO THE LESSER OF: (A) USD 2500; OR (B) THE DISPUTED FEES AMOUNT, WHICH IS NOT TO EXCEED THE TOTAL FEES, THAT GOLANCE RECEIVES IN CONNECTION WITH YOUR ACCOUNT IN THE IMMEDIATELY-PREVIOUS TWELVE (12)-MONTH PERIOD PRIOR TO THE LIABILITY-RELATED ACTIONS.

## **18. RELEASE**

Except for the representations, warranties, duties, and obligations under this Agreement, or otherwise incorporated herein, User, for itself and each of their respective predecessors, successors, and present, future and former partners, managers, assigns, agents, attorneys, freelancers, subsidiaries, parents, affiliates, representatives, officers, members, contractors, licensees, insurers, spouses and heirs (the "User Releasers") does hereby release and absolutely forever discharge goLance, and each of its respective predecessors, successors, and present, future and former beneficiaries, parents, subsidiaries, trustees, affiliates, officers, attorneys, representatives, assigns, agents, partners, managers, members, freelancers, contractors, licensees, insurers, and spouses (the "goLance Releasees"), of and from any and all debts, liabilities, claims, demands, obligations, accounts, and causes of action of every kind whatsoever, whether now known or unknown, suspected or unsuspected, that the User Releasers, or any of them, had or now have against the goLance Releasees, or any of them, arising out of these Terms of service or User Releasers use of the Website.

"With respect to the releases above, You expressly waive and relinquish all rights and benefits afforded by Section 1542 of the California Civil Code, which provides as follows: "A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release which if known by him or her must have materially affected his or her settlement with the debtor." With respect to User's waiver of Section 1542 of the California Civil Code, User acknowledges that it is aware they may hereafter discover claims, presently unknown or unsuspected, or facts different from those which it now believes to be true."

## **19. GOLANCE DISPUTE AND ARBITRATION POLICY**

### **1) Disputes between Clients and Freelancers**

You agree and acknowledge that:

- (1) goLance does not provide any kind of legal services in these matters to you;
- (2) goLance does not provide any kind of legal advice or opinion regarding any legal matters;
- (3) Should you choose to ask and receive a legal counsel, you are strongly advised to seek independent legal counsel with a proper license to practice law and provide legal support in your jurisdiction. Therefore, you do not rely on and/or require goLance for any such counsel and legal guidance;

(4) You agree hereby to hold harmless and indemnify goLance, including all of our freelancers, partners, and/or affiliates against any liabilities or damages you may suffer as a direct or indirect result of using the Dispute and Arbitration Services;

(5) Should you not accept or do not agree to use our Dispute and Arbitration Services as provided and regulated hereby, you agree not to request goLance to accept or assume any payment and/or legal liabilities;

(6) You accept hereby that goLance has absolute discretion to accept or reject any request and document provided by both parties with the interests in an eventual dispute;

(7) You acknowledge and accept hereby that goLance cannot be treated as a judicial or alternative dispute resolution system or institution. You also accept that the determinations we make will be treated only as the ordinary reasonable person makes them in these matters;

(8) goLance does not warrant or guarantee that the documents, which are submitted by the parties to the dispute and arbitration are true, complete or correct. You also agree to indemnify goLance to the maximum extent allowed by the law and hold our freelancers, partners, and affiliates harmless against any liabilities or damages you may suffer as a result of any material or documentation subsequently being determined to be misleading or false;

(10) Regarding the potential disputes with any other goLance users (as regulated by goLance Terms of Service and Privacy Policy), you hereby agree to indemnify goLance from any and all claims, damages, and demands, direct or indirect, actual and consequential, of every nature and kind, known and unknown, with a relation and interest to such a dispute;

(11) Client or Freelancer found to be in breach of goLance Terms of Service and/or Privacy Policy during the Dispute and Arbitration process may automatically lose the dispute in favor of the other party involved, regardless of the origin of the dispute.

## Process

### Negotiations

Regarding any eventual dispute between Clients and Freelancers relating to the Contracts that are eligible for our Dispute and Arbitration Services, you agree hereby to negotiate and accept the decisions of such dispute in good faith. When the final result, decision or recommendation of such negotiation is acceptable to Clients and Freelancers in a dispute, you agree that an indication of your approval of such negotiation is fully valid and true, so goLance can through the Website disburse the disputed funds in accordance with the findings of such negotiation. In case you are still not satisfied with these results, decisions or recommendations, you accept that your dispute is to be submitted to the arbitration process as being regulated below.

### Arbitration

As soon as an arbitration is being initiated by either a Client and Freelancer both parties have 14 days to respond accordingly and present their cases. Otherwise, the party who fails to submit a response during this period will automatically lose the dispute. As a result, all the pending payments will be either returned to the Client's account or transferred to a Freelancer's account.

In case that both parties during this initial arbitration period cannot resolve their dispute with the help of the additional negotiations, then they automatically acknowledge and agree to that goLance is to arbitrate their dispute through the following stages:

#### Phase #1 – Identification of the problems

A detailed description of the problems followed by an explanation of why the dispute is being initiated in the first place should be provided by the party who demands the arbitration. In addition, both Freelancers and Clients are free and required to attach any materials in favor of their claims.

## **Phase #2 – The final round of negotiations**

Both parties are still encouraged to negotiate the full or partial compensation. Clients and Freelancers will be given an opportunity to present their situation in order to negotiate the acceptable terms to resolve the problems between themselves. Please note that only the party who initiated the arbitration has the right to cancel it. If the problem cannot be resolved at this stage, the arbitration process will automatically move to the next phase.

## **Phase #3 – The final evidence and claims**

This stage represents the final opportunity for the parties in a dispute to submit their final evidence and present their claims. Please note that you will no longer be allowed to submit your evidence after this phase is considered to be closed. Your dispute will be resolved ONLY based upon the materials and evidence submitted to us. Please note that our Dispute and Arbitration Team has the right of obtaining all available materials related to your dispute in order to reach a just decision, for example, your disputed Job description, your correspondence with the other party, and similar. Should you choose us to arbitrate and resolve your dispute, you acknowledge and agree to allow us to access and process all correspondence made on our site. You also grant us with the unlimited right to download, access, evaluate and/or test, including all actions we consider to be necessary, all deliverables related to the dispute. You acknowledge that these actions will be conducted for the sole purpose of resolving your dispute.

## **Phase #4 – The arbitration decision**

At this stage, we will thoroughly review all evidence and all other available information submitted and/or made available to us in order to reach the final decision in no later than 7 days. Please note that during this final stage, you are still encouraged to negotiate and reach an amicable solution in order to resolve your dispute.

**IMPORTANT:** Our arbitration decisions are to be treated, accepted, and executed as irreversible, final, and binding. The party who is to be declared as the winner of the dispute in question is required to pay an Arbitration Fee in the amount of 5% of the total disputed Contracts's value.

Both parties hereby accept to retain the full Contract's confidentiality, including the privacy of the involved parties. Furthermore, they agree not to release the collected information to any other party not related to dispute unless required by law. Please note that our arbitration decisions cannot be subject to appeal. Consequently, after we have reached a decision and within a reasonable, but not strictly specified time, we will transfer funds according to our arbitration decision. The party who has lost a dispute in accordance with our final decision acknowledges and agrees hereby that you have no rights, interests in or licenses to the disputed Contract that has been resolved according to our Dispute and Arbitration Policy. You also agree to return any physical and/or electronic copies of the disputed Contract in your possession or if not possible to destroy them.

## **Reviews**

Both parties revoke their rights to leave a review (feedback) for the Contract, which is under a dispute, regardless of the dispute's outcome. You hereby accept and agree with our official policy to prevent any kind of revenge and intentionally damaging reviews on our website. Please note that the Contract will be still visible on your profile with the note "Disputed." However, there will be no indication whether or not you won or lost the arbitration.

## **2) Disputes Between Clients/Freelancers and goLance**

If an eventuality of a dispute between you as a user (Client or Freelancer) and goLance, our priority will be to address your problems and concerns as soon as possible and, if we cannot do so in accordance with your expectations and requirements, to provide the alternative means and solutions of resolving our dispute efficiently and quickly. We strongly encouraged you to contact us directly first, in order to seek a satisfactory solution for both parties by emailing us.

Please note that you will not be allowed to raise a claim against our final Arbitration decisions! You acknowledge and agree hereby that you will not initiate any additional claims associated with this Dispute and Arbitration Policy on a

class or other representative basis. In addition, you will not seek to consolidate or coordinate any additional action or arbitration hereunder with any other related proceeding after the final arbitration decision has been reached.

For any claim, you grant us with the right to resolve the dispute in the most efficient and cost-effective manner, which includes a binding non-appearance-based arbitration that includes the following rules:

(a) This arbitration shall be executed remotely by phone, written submissions and/or online exclusively with no meetings in person. The most suitable manner will be chosen by the party who has initiated the arbitration, and

(b) This arbitration will not require any personal meetings and appearances of the parties and/or witnesses involved in a dispute. The exceptions are allowed only if the parties reach a previous mutual agreement;

All claims you bring and disputes you initiate against goLance must be resolved in a complete accordance with our Terms of Service and Privacy Policy. All claims filed or requested presented contrary to our terms and policies shall be treated as improperly filed and as such will be rejected due to a breach of our terms and policies. Should you file a claim contrary to our terms and policies, we reserve the right to recover any potential legal fees and costs, including paralegals and in-house lawyers. Please be advised that we will previously notify you in writing about you improperly filed a claim and give you a reasonable time to correct it accordingly or withdraw the claim itself.

Please note that our failure to act with respect to any potential breach by you or other users does not automatically waive our right to act with respect to similar or subsequent breaches.

Before initiating an arbitration demand, you and goLance agree to first notify each other of this demand's details. You agree to notify goLance of the arbitration demand at the following address: 8 The Green St, Suite 4753, Dover, DE 19901 or by email to support@golance.com, and goLance agrees to provide to you a notice in writing at your email address. You and goLance then will try to seek an informal voluntary solution to the disputed demand. All demands submitted by you must include your account information, a brief description of the demand, and contact information, so that you or goLance, as applicable, may evaluate the demand and attempt to informally solve the arbitration demand. Both you and goLance will have 30 days from the date of the receipt of the demand to informally resolve the other party's demand, which, if acceptable for both parties, will prevent any further actions in this matter.

In case that both parties are unable to find an acceptable solution for a demand in question within 30 days, you and goLance agree to resolve the dispute before the arbitration of the mutual choice and agreement, instead of a jury or court. Both parties will have the right to appear at this arbitration online, by telephone and/or video, and not in person unless there is a previous mutual agreement about this requirement.

This Arbitration will be treated as the full and final agreement regarding the formal solution of the arbitration demand. Unless otherwise regulated by this Arbitration, this Arbitration between you and goLance will have the exclusive and final no-appeal jurisdiction to decide, all disputes related to the application, interpretation or enforcement of this Arbitration, including the scope, validity, enforceability or revocability of the Arbitration partially or completely. All these matters are to be decided by an arbitrator exclusively and not by a jury or court. The parties hereby agree that the arbitrator and not a jury or court will decide any questions related to the arbitration, including but not limited to any potential claim that this Arbitration partially or completely, or any other part of our Terms of Service or Privacy Policy is void or voidable.

## **20. MISCELLANEOUS PROVISION**

### **Governing Law and Jurisdiction**

These Terms of service shall be governed by and construed in accordance with the laws of the State of California excluding its conflict of law provisions and principles.

## Entire Agreement

These Terms of service and other documents, including but not limited to, any policies or procedures currently or subsequently published, referenced in or linked to these Terms of service, which are hereby incorporated herein and made a part hereof by this reference, contain Your and Our entire agreement regarding Your use of the Website and/or Services, 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.

## Force Majeure

In the event that the performance of the obligations under these Terms of service are prevented or hindered in consequence of any act of God (including fires, explosions, earthquakes, drought, tidal waves, and floods), war, invasion, rebellion, riot, or acts or threats of terrorism (each, a “Force Majeure Event”), then such performance or obligations shall wholly or partially be suspended during the period and no liability shall accrue or be incurred during such period owing to such circumstances.

## Amendments

GOLANCE RESERVES THE RIGHT TO CHANGE THE TERMS AND CONDITIONS SET FORTH IN THESE TERMS OF SERVICE FROM TIME TO TIME. SUCH CHANGES WILL BECOME EFFECTIVE WHEN GOLANCE POSTS THE REVISED TERMS OF SERVICE ON THE WEBSITE AND/OR WHEN GOLANCE TRANSMITS THE REVISED TERMS OF SERVICE TO USER. YOUR CONTINUED USE OF THE WEBSITE OR SERVICES SUBSEQUENT TO THE POSTING OF ANY REVISIONS TO THESE TERMS OF SERVICE MEANS YOU ACCEPT ANY SUCH REVISIONS. ANY MODIFICATIONS TO THESE TERMS OF SERVICE SHALL SUPERSEDE ALL PREVIOUS VERSIONS. IT IS OUR EXCLUSIVE RIGHT TO, IN OUR SOLE DISCRETION, ALTER, SUSPEND OR DISCONTINUE ANY ASPECT OF THE WEBSITE OR SERVICES INCLUDING YOUR ACCESS THERETO.

## Severability

In the event that one or more of the provisions, or portions thereof, of these Terms, is determined to be completely or partially unenforceable and/or illegal, the remaining parts of these Terms will be treated as fully effective and they will continue to be valid and enforceable to the fullest extent allowed by the applicable law. If any part of these Terms of service or any part of any provision hereof, is adjudicated to be invalid or void, then the remaining provisions shall be executed insofar as the remaining provisions are capable of execution.

## Waiver

The waiver by goLance of User’s breach of these Terms of service shall not constitute a waiver of any subsequent breach by User.

## Relationship

These Terms of Use and any use of the Website and/or Services by any User cannot be treated as a basis for implying or creating any kind of business or professional relationships, such as a franchise, agency, joint venture or partnership between You and goLance.

## Assignability

You may not assign these Terms, including any obligations or rights associated with these Terms, without goLance’s

prior consent in the written form signed and approved by the fully authorized goLance representatives. For these particular purposes, you are not allowed to use the electronic communications such as electronic emails or e-mails, with an exception of the facsimiles. Notwithstanding the restriction on assignment, these Terms are to be binding upon, and they are to inure to the User's and goLance's benefit hereto, including their respective successors, representatives, heirs, and assigns.

## Genders and Headings

The use of the masculine, feminine or neuter gender herein shall be deemed to be or include all other genders and the use of the singular herein shall be deemed to include the plural (and vice versa), wherever appropriate. Any headings herein are inserted only as a matter of convenience and reference and in no way define, limit or describe the scope of these Terms of service, or the intent of the provisions hereof.

## Interpretation

To the maximum extent allowed under Applicable Law, You waive the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of these Terms of service. You understand and agree that these Terms of service shall be construed fairly as to all parties and not in favor of or against any of the parties regardless of which party prepared these Terms of service, such that the application of California Civil Code Section 1654, providing "in cases of uncertainty not removed by the preceding rules, the language of a contract should be interpreted most strongly against the party who caused the uncertainty to exist," (or other comparable law in other jurisdictions) is hereby waived.

## Notices

You hereby agree that We may provide You communications about Your Account electronically. Any electronic communications will be considered to be received by You within twenty-four (24) hours of the time we transmit such an e-mail to you. Any notice sent to You by postal mail will be considered to be received by You three (3) Business Days after We send it.

Notice to Us must be sent by postal mail to: 8 The Green St, Suite 4753, Dover, DE 1990.

## Digital Signature

"By registering for an Account, You are deemed to have executed these Terms of service electronically, effective on the date you register Your Account or click to accept the Terms of service, pursuant to the U.S. Electronic Signatures in Global and National Commerce Act (the E-Sign Act) (15 U.S.C. Section 7001, et seq.)."