

GlobFreelance

Globfreelance Terms and Conditions

This document is effective as of May 2, 2011 You may continue using Globfreelance after such time will signify your acceptance of this Terms And Conditions.

Welcome to Globfree.com, the website and online service of Golden Way Media with organization number 99 36 34 727 MVA including our corporate subsidiaries (collectively “Globfreelance”, “we”, or “us” or “our”).

This page contains the terms by which you may utilize and use our web site, feeds, web widgets, mobile device software applications, applications for third-party web sites and services, and any other mobile or web services or applications owned, controlled, or offered by Globfreelance.

By accessing or using the Website you signify that you have read, understood, and agree to be bound by the following “Globfreelance Terms And Conditions”, which includes and hereby incorporates by reference the agreements and policies referenced in this Terms And Conditions

Certain capitalized terms used in this Terms And Conditions are defined here or below. We reserve the right to revise and update this Terms And Conditions and the User agreement and all linked information from time to time in our sole discretion by updating this posting or any linked information.

We may make such revisions without prior notice to you, so please check back often for updates.

LICENSES AND WEBSITE ACCESS

You agree that you will not use any robot, spider, scraper or other automated means to access the Web Site for any purpose without our express written permission.

Additionally, you agree that **you will not:**

- (1) Take any action that imposes an unreasonable or disproportionately large load on our infrastructure;**
- (2) copy, reproduce, modify, create derivative works from, distribute, or publicly display any content (other than content you have submitted to the Site) from the Globfreelance.com,**
- (3) Attempt to interfere with the proper operation of Globfreelance or any activities conducted on our platform;**
- (4) transmit spam, chain letters, or other unsolicited communications;**

(5) upload invalid data, viruses, worms, or other software agents through or to the Globfreelance;

(6) collect or harvest any personally identifiable information, including account names, from Globfreelance;

USER ELIGIBILITY

Globfreelance.com does have absolute discretion as to whether or not it accepts a particular applicant or website for participation in the service. Globfreelance.com's web site is available only to users that can form legally binding contracts under applicable law. The services of this web site are not available to users under 18 years old. If users do not qualify, they cannot legally use any of Globfreelance.com's services including, but not limited to, those that require the user's ability to form legally binding contracts.

REMOVAL FROM Globfreelance's Network

We reserve the right to end the participation of any member or website without reason but expressly including any member that Globfreelance.com judges to be in violation of the Terms and Conditions.

Members in violation of Globfreelance.com Terms and Conditions will be immediately suspended and deactivated. Members found in violation of the Terms and Conditions will not receive any credit or payment from Globfreelance.com. Members that are terminated by Globfreelance.com on any basis other than violation of these Terms and Conditions will be entitled to receive any payment due from Globfreelance.com.

GLOBFREELANCE'S SERVICES

We provide content, tools, products, services, benefits, and other resources of particular interest to freelancers and to enable experts to efficiently and cost effectively manage their skills, professions, and businesses. These services are for use only under a non-transferable, exclusive, and non-assignable license under these terms and conditions of use. You do not have the right to copy, sell, or otherwise exploit for any commercial purpose the services or content (in whole or in part), access to this service or use of this service.

Some of the services offered at Globfreelance.com may include feedback to questions by Users of this service and/or articles with original content and opinions. Use of this content or links to this content is at the User's own risk. No warranty is made that the information is accurate or reliable and Globfreelance.com and its related entities, directors, officers and agents disclaim all liability and responsibility for any direct or indirect loss or damage you may suffer relying on anything contained in or omitted from this content.

User understands and agrees to the following:

Some of the content provided at Globfreelance.com may relate to various subjects such as information pertaining to legal matters, financial matters, health matters, and other matters for which the content of is provided in an advisory nature. This information is provided only for informational and general non-advisory purposes. If desired, Users should use their own efforts to confirm such information with a professional(s) in the pertinent field(s). All of the information that Globfreelance.com provides should not be considered professional, medical, legal, technical, or any other discipline-specific advice.

Globfreelance.com is a dynamic time-sensitive portal and platform. As such, the information on our website will be changed frequently. It is possible that some information could be considered offensive, harmful, or inaccurate, and in some cases may be mislabeled or deceptively labeled accidentally by Globfreelance.com or accidentally or purposefully by a third-party, regardless of whether such third parties are with or without a legitimate business purpose.

Globfreelance.com provides unmonitored access to third-party content. We are only acting as a venue and/or portal, and has no liability based on, or related to, the third-party content on this Web Site, whether arising under the laws of copyright or other intellectual property, defamation, libel, privacy, obscenity, or any other legal discipline. This web site may contain links to third-party web sites. Globfreelance.com does not control nor always review the web sites to which we link from Globfreelance.com . Globfreelance.com, therefore, cannot endorse the content, products, services, practices, policies, or performance of the web sites we link to from Globfreelance.com , and Users should not treat any link as such an endorsement or acceptance of veracity or value.

We do not undertake any obligation to control, research, verify, validate, or approve the content that is received or viewed on its web site. Globfreelance.com expect that the End-Users will undertake necessary activities and practices and will use caution and common sense when using Globfreelance.com for User's account.

AFFILIATE COMMISSIONS AND AFFILIATE EARNINGS

You may not refer yourself, nor sign up for multiple accounts to collect affiliate and referral fees. You may also not partner with any other Globfreelance.com user to share/transfer the commission made from your own account, or else both parties will be immediately suspended from the service without payment. Globfreelance.com reserves the right to delay or cancel sending affiliate earnings if it believes the referred User will not pay the fees they were charged, since affiliate commissions are based on those fees.

PAYMENTS

Globfreelance.com has a special feature, which allows controlled payments to be made with a project to a Freelancer. At your request, Globfreelance.com will accept an advance payment from an employer or buyer for a project. We will hold such funds ("Payments") until the buyer and the Freelancer agree that the funds should be released to the Expert/Freelancer or until the buyer and the Freelancer have concluded the process of the Dispute Resolution Services: Once a Buyer/Employer instructs Globfreelance.com to pay a Freelancer that performed a service for him/her, the Buyer/Employer acknowledges that the Freelancer has completed the service fully and satisfactory.

Globfreelance.com will then disburse the Payment to the Freelancer. If a Buyer/Employer does not approve of the Freelancers work product, the Parties agree to be bound by the terms of Dispute Resolution Services.

CONTRACTUAL RELATIONSHIP

Globfreelance.com is owned by **Golden Way Media** (ORG. 99 36 34 727). Consequently, your account, funds held and payments with Globfreelance.com are processed and managed by **Golden Way Media**

PAYMENTS

Globfreelance.com will typically make payment through the PayPal service and gateways that are in our website. All amounts are stated in and all payments will be made in USD funds. Globfreelance.com reserves the right to suspend a withdrawal if the source of the funds is suspected to be fraudulent.

Any funds received from an account having made a fraudulent deposit (e.g. stolen credit card) will be reversed immediately. If in a fraudulent payment situation a withdrawal has

already been processed, you will be expected to return the funds to your Globfreelance.com account or face account termination and any other remedies available to Globfreelance.com to recover its funds.

Globfreelance.com requires you to make all payments to Globfreelance.com and to make payments to and accept payments from other Users in the purchase and sale of Services for Globfreelance.com Projects directly through the mechanisms available on the Globfreelance.com site.

You understand and agree that Globfreelance.com will not hold funds (including Payments) delivered to Globfreelance.com from Users for the purchase and sale of Services in a separate account, but may deposit such funds with other funds to be paid to other Users and with funds of Globfreelance.com in any account, at any institution, or in any other manner Globfreelance.com may decide in its sole discretion from time to time. In addition, you understand that such funds could be used to pay other Users and by Globfreelance.com for general corporate purposes or otherwise, provided that Globfreelance.com will remain contractually obligated to make payment to you, as a Freelancer or Buyer/Employer, for any purchases and sales of Services provided by you through Globfreelance.com . To the extent Globfreelance.com is obligated to make payment to you, you will be an unsecured creditor of Globfreelance.com . Any interest earned on funds held by Globfreelance.com will belong to Globfreelance.com . Users will not be paid interest on funds held by Globfreelance.com , and Globfreelance.com will not be liable for any lost interest on such funds.

You acknowledge that:

- (A) Globfreelance.com is not a bank or other licensed financial institution;
- (B) the amounts shown as on deposit, including Payments, in a User account are not segregated into a separate account but represent unsecured obligations of Globfreelance.com to the User with respect to the purchase and sale of Services through Globfreelance.com ;
- (C) Globfreelance.com is not acting as a trustee or fiduciary with respect to such funds or payments, but is acting only as an agent
- (D) Globfreelance.com, We are not a bank .By initiating and sending payments through Globfreelance.com, you appoint Globfreelance.com as your agent to obtain the funds and hold and to transfer such funds to the Freelancer or Buyer/Employer for Services, subject to these terms and conditions.

TAXATION (Taxes/MVA)

Norwegian citizen and Residents in Norway should pay 25% taxes along with the payment. The taxation regulations will be regulated by Norwegian government. The taxes will be paid directly to the Norwegian Taxation (Tax) department called “Skatteetaten”.

The other citizens of the world are responsible for paying any taxes, including any goods and services or value added taxes, which may be applicable depending on the jurisdiction of the services provided by Globfreelance.com

DISPUTE RESOLUTION SERVICES

Globfreelance.com offers the Dispute Resolution Services only to those registered users that have selected to use the Payment feature.

You agree and acknowledge that

- a) Globfreelance.com is not providing legal services,
- b) Globfreelance.com will not advise you regarding any legal matters
- c) If you desire to have legal counsel, you will seek independent legal counsel licensed to practice law in your jurisdiction and not rely on Globfreelance.com for any such counsel.
- d) You agree to not to any harm against Globfreelance.com.

In the event of any dispute between a Buyer/Employer and a Freelancer regarding return/release of Payments, either Buyer/Employer or Freelancer may request Dispute Resolution Services through Globfreelance.com .

We will then notify both Buyer/Employer and Freelancer that the matter will be addressed through the Dispute Resolution Services.

You agree that You will make every endeavor and post reasonable and fair demands or offers.

Our dispute resolution services are applied to the Payments with the amount equal to or more than \$35 only.

DISPUTE RESOLUTION PROCESS

We have created the following process in our resolution center:

Step 1 – Resolution based on automated solution process

This process allows the Parties to settle disputes through the Globfreelance.com's system which compares the Parties' offers and demands on a step-by-step basis.

Each member (Party) shall have 3 opportunities to settle the dispute.

- A) One offer/demand ("Bid") is entered for each step and each Party. A Party initiates the process by submitting a Bid to pay/return the opponent party 100%, 75%, 50% or 40% or 25% of the money of the Payment.

The responding Party is immediately notified via the Web Site and then has 7 days to respond with his/her Bid.

If no Bid is submitted within 7 days, the opponent Party's Bid is implemented. If a responding Bid is submitted, the system compares the response to the opponent Party's Bid. When the responding Bid is equal to the opponent Party's Bid, the dispute is settled.

If no Bids match after 3 rounds the system will suggest a solution ("Automated offer") based on the Parties Bids.

The Auto-offer is presented to both parties (Buyer and Provider). The Parties (Buyer and Provider) then have 7 days to either accept or reject the Auto-offer. If any Party rejects the automated offer the Dispute Resolution Process proceeds to step 2. In case if one of the parties fails to respond to the Automated Offer, this fact will mean that this party agrees with the Automated Offer.

Step 2 - Submit Evidence and Estimated Fee

The Parties have 7 days to submit/upload all the Evidences the Parties want Globfreelance.com to consider if the dispute has to be resolved through Arbitration. Within 7 days from the time when all Evidences have to be submitted both Parties will be able to review the Evidences submitted/uploaded and also review Globfreelance.com estimated Fee (Globfreelance.com charge 2% or USD 10, whichever is higher, from the Payment for estimating the Arbitration Fee).

Within 3 days each Party must either:

(a) accept one of the opponents previously submitted Bids or

(b) agree to proceed to Arbitration (see Round 3 below). If a Party fails to react within 3 days the dispute is decided in the opponents favor and the latest Bid submitted by that Party is implemented. If both Parties want to continue each Party must deposit 50% of the estimated Arbitration Fee in advance (min. Arbitration fee is USD 10).

Globfreelance.com may, at its own discretion, decide to offer a credit to a Party. If a Party fails to deposit its part of the Arbitration Fee within 7 days (or get a credit by Globfreelance.com) the dispute is decided in the opponents Party's favor.

If both Parties deposit their part of the Arbitration Fee the Dispute Resolution Process proceeds to Arbitration (step3). If both parties fail to deposit fees, automated offer is implemented

Step 3 - Arbitration

Globfreelance.com shall serve as the arbitrator in a dispute between the Parties (Buyer and Provider) that have selected to utilize the Payment feature and requested that a dispute shall be addressed through the Dispute Resolution Services.

You agree that Globfreelance.com will only consider the Evidences submitted within the stipulated timeframe.

Globfreelance.com will then render its decision within 14 working days after the submission of a dispute to arbitration. During this time, the Parties are encouraged to continue to negotiate an amicable settle their problems.

In the event that the Parties reach a settlement, the Party which initiated the Dispute Resolution Services shall notify Globfreelance.com of such settlement, and Globfreelance.com shall terminate the Dispute Resolution Services.

You agree that the decision of Globfreelance.com , acting as an arbitrator during our rendering of the Dispute Resolution Services, shall be final and binding. Accordingly, after we have rendered a decision, we will disburse the Payment in accordance with our decision.

Globfreelance.com offers the Dispute Resolution Services only to those registered users that have elected to use the **Payment feature** "Posting a full time job " . Any other dispute regarding arrangements between Freelancers and Buyer/Employers remain solely between Buyer/Employers and Freelancers. Globfreelance.com is not involved in any transactions between you and any other users of Globfreelance.com. You acknowledge and agree that Globfreelance.com will not be a party to any such dispute or be obligated to take any action or refrain from taking any action toward resolving any such dispute.

If you have a dispute with any other users of the Site, you hereby release Globfreelance.com from any and all claims, demands, and damages (actual and consequential) of every kind and nature, known and unknown, related to such a dispute.

DISPUTE RESOLUTION SERVICES

Any disputes regarding arrangements between Freelancers and Buyer/Employers remain solely between Buyer/Employers and Freelancers. We are not involved in any transactions between you and any other users of Globfreelance.com. You acknowledge and agree that Globfreelance.com will not be a party to any such dispute or be obligated to take any action or refrain from taking any action toward resolving any such dispute. If you have a dispute with any other users of the Site, you hereby release Globfreelance.com from any and all claims, demands, and damages (actual and consequential) of every kind and nature, known and unknown, related to such a dispute.

E-MAIL ADDRESSES

Buyers and providers agree not to post their e-mail addresses, ICQ number, phone number, or any other method of contact outside of this website

ATTEMPT TO AVOIDING COMMISSIONS

You are strictly prohibited from attempting to negotiate the fee for a project with another member directly (outside of Globfreelance.com) after that project has been created/opened and before that project has been closed (i.e. during an ongoing project).

COPYRIGHTS

You agree not to post copyrighted material such as article, scripts, software, books, ebooks on Globfreelance.com .

USER CONTENT

User is solely responsible for content or any other information User provides to Globfreelance.com .

ADVERTISING

Users are not allowed to advertise on Globfreelance.com. Any URL posted in a bid, project description, or the message board, must relate to a project on Globfreelance.com.

BIDDING

Service Providers can only place bids that equal the total amount of money they are requesting for the project.

GENERAL RESTRICTIONS

- Creating multiple buyer accounts are strictly prohibited
- Creating multiple Provider accounts is not allowed.
- Spamming, web scraping are prohibited
- No personal attacks
- Users shall not give unfair rating to the other users in order to corrupt the other user's reputation. You shall treat the other fellow user with respect.

TRADEMARKS

Globfreelance.com is trademark of Golden Way Media with organization number 99 36

APPLICABLE LAW

Any dispute arising out of or in connection with these User Terms shall be governed by the laws of the State of Sor Tronddelag (Sør-Trondelag) Trondheim, Norway. You and Globfreelance.com irrevocably submit to the non-exclusive jurisdiction of the courts of Sor-Trondelag, Norway. If any of the provisions of these terms and conditions of service are held to be invalid or unenforceable, such provision may be removed and the remaining provisions will be enforced.

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Globfreelance.com

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