

FINANCIAL TERMS

The following financial terms (hereinafter referred to as the "Financial Terms") provide financial terms and conditions (provisions) pertaining to a usage of the Site and of Site Services.

These Financial Terms are effective as of 10 May 2013.

1. DEFINITIONS

- 1.1. In these Financial Terms the capitalized terms and expressions (unless General Terms of Service specify otherwise) shall have the meanings defined in the General Terms of Service.

2. RELATION OF FINANCIAL TERMS WITH THE TERMS OF SERVICE

- 2.1. These Financial Terms are an integral and inseparable part of the Terms of Service.

3. GENERAL PROVISIONS

- 3.1. We as well as each and any User shall be bound by the Financial Terms and other documents of Terms of Service. You signify and confirm that you have read and understood the Financial Terms and other documents of Terms of Service, consent to be bound by them and undertake to keep to them.
- 3.2. In case a Visitor finds a Client or a Freelancer through the Site and contracts it in relation to provision of the Freelancer Services, it shall be deemed that such Visitor accepts the terms and conditions of the Financial Terms, in particular the terms and conditions pertaining to payment of the Commission Fee, and such Visitor shall be bound to pay the relevant Commission Fee to us plus an interest at the rate indicated in the Law on the Prevention of Late Payment in Commercial Transactions of the Republic of Lithuania (9 December 2003; No. IX-1873, with later amendments and supplements) on the said amount of the Commission Fee for each day the payment of the Commission Fee was not done due to the evasion by the Visitor of registration in the Site and of the usage of the Settlement Service. The purpose of this provision is to govern the consequences of illegal use of the Site Services.

4. REVISION OF FINANCIAL TERMS AND SITE SERVICES

- 4.1. Lingjob reserves a right to revise (including to modify, amend, supplement, cancel, annul) these Financial Terms or any part thereof and any linked information in accordance with the rules established in the General Terms of Service.
- 4.2. Lingjob reserves the right, at its sole discretion, to change, modify, add, remove, discontinue, annul or terminate any portion of the Site and (or) the Site Services without prior notice.

5. PURPOSE OF FINANCIAL TERMS

- 5.1. The Financial Terms have a purpose to establish a clear and convenient order of payments for Freelancer Services and Site Services, including the Settlement Service, in order that Freelancers are duly and timely paid for the Freelancer Services rendered to Clients and we are duly and timely paid for Site Services rendered to the Clients and to the Freelancers.

6. BASIC DESCRIPTION OF FUNCTIONING OF SITE SERVICES

- 6.1. The Site Services function as follows:

General provisions

- 6.1.1. We open the virtual Credits Accounts for Users, in which the Credits are accumulated.
- 6.1.2. The Client will be entitled to submit queries (invitations to provide proposals) to Freelancers for provision of Freelancer Services and to accept the relevant proposals of Freelancers. When providing the queries (invitations to provide proposals) to Freelancers for provision of Freelancer Services in relation to the Jobs, a Client shall be entitled to indicate the preliminary budget for a performance of a Job; such budget for a performance of a Job shall not be obligatory for Freelancers and they shall be entitled to provide proposals with Job Prices exceeding the preliminary budget indicated by a Client.

Provisions applicable in case of Jobs

- 6.1.3. A Client shall be entitled to submit queries (invitations to provide proposals) to Freelancers for performance of Jobs. A Client shall be obliged to act fairly, when submitting queries (invitations

to provide proposals) to Freelancers for performance of Jobs, i.e. to submit queries (invitations to provide proposals) to Freelancers for performance of Jobs only in such case, if the Client really intends to acquire the relevant services and possess the relevant possibility. A Client shall be entitled to conclude a Services Agreement only provided he has a sufficient amount of Credits to pay the Job Price.

6.1.4. The Client and the Freelancer having concluded the Services Agreement in relation to a Job in accordance with the terms and conditions indicated in the Site Usage Policy and the form of the Services Agreement provided on the Site, we will be notified about that automatically and the amount of Credits in the Credits Account of the Client corresponding to the Job Price agreed by the Client and the Freelancer in the Services Agreement (following a reservation this amount of Credits shall be called the Reserved Amount) shall automatically be reserved.

6.1.5. The Freelancer having:

- (1) performed the Job; and
- (2) provided the result of the Job to the Client by posting it in the Workroom,

the Client shall be obliged to accept the result of the Job or to reject the Job (the result of the Job) by providing motivated remarks about the defects of a quality of the Freelancer Service and (or) the result of the Job in the term and in the order indicated in the Site Usage Policy or other documents of the Terms of Service. A Client shall be prohibited to use the result of the Job, unless the Client has accepted the result of the Job, except when and as much as such result of the Job is used in procedures of solving of the dispute with the Freelancer. If:

- (1) the Client does not reject the Job (the result of the Job) or rejects the Job (the result of the Job), but does not provide motivated remarks about the defects of the quality of the Freelancer Service and (or) the result of the Job in the established order,
and
- (2) the Client and (or) the Freelancer does not inform Lingjob about a successful initiation and continuation of the dispute in relation to the Job in courts or arbitration or does not provide a conclusive evidence (a written or a verbal evidence shall be translated into English if the original language of the relevant evidence is any other than Lithuanian or English) thereof before the Settlement Service is completed by Lingjob,

it will be deemed that the result of the Job was accepted by the Client. In case the Client, while rejecting the Job (the result of the Job), does not provide motivated remarks about the defects of the quality of the Freelancer Service and (or) the result of the Job in the term and in the order indicated in the Site Usage Policy or other documents of the Terms of Service, we shall also be entitled at our sole discretion to require the Client to provide motives for not accepting the result of the Job and (or) to confirm the instruction to pay for the Freelancer Service as indicated in Item (1) of Clause 6.1.6.

6.1.6. It shall be deemed that we were provided with the following instructions by the Client or the Freelancer:

- (1) the acceptance of the result of the Job by the Client, including when it is deemed that the result of the Job was accepted by the Client as described in Clause 6.1.5 above, shall mean an irrevocable instruction to us by the Client to pay the Reserved Amount to the Freelancer;
- (2) the submission of the result of the Job by the Freelancer to the Client as described in Clause 6.1.5 above shall mean an irrevocable instruction to us by the Freelancer to receive the payment of the Reserved Amount from the Client, subject to acceptance of the result of the Job by the Client; and
- (3) actions of the Freelancer indicated in Item (2) above shall also mean an irrevocable instruction to us by the Freelancer, when paying the Reserved Amount from the Client to the Freelancer, to stop the amount of the Commission Fee to be paid by a Freelancer from the Reserved Amount.

6.1.7. When conditions indicated in Items (1) and (2) of Clause 6.1.6 above are satisfied (i.e. when the

result of the Job has been submitted by the Freelancer to the Client and the Client has accepted the result of the Job or it is deemed that the Client has accepted the result of the Job), not later than in the next 14 (fourteen) days the instructions of the Client and of the Freelancer will automatically be performed by reducing the amount of the Credits in the Credits Account of the Client by the Reserved Amount and at the same time by increasing the amount of the Credits in the Credits Account of the Freelancer by the Reserved Amount, stopping the Commission Fee to be paid by a Freelancer, which shall be retained by us (and shall become our ownership).

6.1.8. We will have no obligation to compensate the Commission Fees in any way to the Client and (or) to the Freelancer, and the sum in USD (US dollars) representing the Credits retained by us as the Commission Fees shall be deemed transferred to our ownership; we shall be entitled to immediately convert these Credits into USD.

6.1.9. The following rules shall apply to the reservation of the Reserved Amount in the Credits Account of the Client as stipulated in [Clause 6.1.4](#) in addition to other rules indicated in other provisions of [Clause 6.1](#):

6.1.9.1. in case the Freelancer fails to submit the result of the Job within the deadline for completion of the Job specified in the Services Agreement, it shall be deemed that the Job has not been completed, and the reservation of the Reserved Amount shall be automatically removed, and the Client shall be entitled to use without any restrictions (related to the reservation) the amount of Credits corresponding to the Job Price, which was previously reserved as the Reserved Amount;

6.1.9.2. in case the Freelancer performs the Job and provides the result of the Job to the Client by posting it in the Workroom, but the Client rejects the Job and provides motivated remarks about the defects of a quality of the Freelancer Service and (or) the result of the Job in the term and in the order indicated in the Site Usage Policy or other documents of the Terms of Service, then:

(1) if the Freelancer:

- (i) agrees with the rejection of the Job by the Client and informs Lingjob thereof, but does not remedy the results of the Job before an expiration of the new final term agreed by and between the Client and the Freelancer; or
- (ii) neither agrees, nor disagrees with the rejection of the Job by the Client in 3 (three) months from the moment the Client has rejected the Job; or
- (iii) disagrees with the rejection of the Job by the Client, but in 3 (three) months from the moment the Client has rejected the Job does not initiate the resolution of the dispute in relation to the Job by using the dispute resolution service of Lingjob and does not inform Lingjob about a successful initiation and continuation of the dispute in relation to the Job in a court or in arbitration or does not provide a conclusive evidence (a written or a verbal evidence shall be translated into English if the original language of the relevant evidence is any other than Lithuanian or English) thereof to Lingjob,

then the reservation of the Reserved Amount shall be removed and the Client shall be entitled to use without any restrictions (related to the reservation) the amount of Credits corresponding to the Job Price, which was previously reserved as the Reserved Amount;

(2) if in 3 (three) months from the moment the Client has rejected the Job the Freelancer disagrees with the rejection of the Job by the Client and informs Lingjob thereof and initiates the resolution of the dispute in relation to the Job by using the dispute resolution service of Lingjob or informs Lingjob about a successful initiation and continuation of the dispute in relation to the Job in a court or an arbitration and provides a conclusive evidence (a written or a verbal evidence shall be translated into English if the original language of the relevant evidence is any other than Lithuanian or English) thereof, then Lingjob shall hold the Reserved Amount in reservation until the dispute is resolved by Lingjob or the parties provide to Lingjob a final and binding decision of a court or arbitration or a contract of amicable settlement, except when other rules pertaining to holding of reservation are

provided in other provisions of the Financial Terms;

- (3) if the Freelancer agrees with the rejection of the Job by the Client and remedies the results of the Job before an expiration of the new final term agreed by and between the Client and the Freelancer, the Freelancer shall be obliged to provide the results of the remedied Job to the Client by posting the results of the Job in the Workroom and applying respectively the provisions of Clauses 6.1.4, 6.1.5, 6.1.7, 6.1.8 and 6.1.9;
 - (4) if the Freelancer agrees with the rejection of the Job by the Client and the Freelancer and the Client agree on a decrease of the Job Price and any of the parties notifies Lingjob and provides a conclusive evidence (a written or a verbal evidence shall be translated into English if the original language of the relevant evidence is any other than Lithuanian or English) thereof in 3 (three) months from the moment the Client has rejected the Job, then Lingjob shall settle the Job Price and at the same time shall remove or leave a reservation of the Reserved Amount in accordance with the agreement of the Client and the Freelancer;
 - (5) in case of any situation that is not discussed in Items (1) – (4) above, Lingjob shall not be obliged to hold a reservation of the Reserved Amount for a term exceeding 3 (three) months from the moment the Client has rejected the Job, and shall be entitled to cancel a reservation or to pay the Reserved Amount to the Freelancer in accordance with its discretion, unless other regulation of the relevant issues is set elsewhere in the Terms of Service;
- 6.1.9.3. in case the Freelancer performs the Job and provides the result of the Job to the Client by posting it in the Workroom, and the Client neither rejects the Job, nor provides motivated remarks about the defects of a quality of the Freelancer Service and (or) the result of the Job in the term and in the order indicated in the Site Usage Policy or other documents of the Terms of Service, but one of the parties or both parties inform Lingjob about a successful initiation and continuation of the dispute in relation to the Job in a court or an arbitration and provide a conclusive evidence (a written or a verbal evidence shall be translated into English if the original language of the relevant evidence is any other than Lithuanian or English) thereof before the Settlement Service is completed by Lingjob, then Lingjob shall hold the Reserved Amount in reservation until the parties provide to Lingjob a final and binding decision of a court or an arbitral tribunal or a contract of amicable settlement, except when other rules pertaining to holding of reservation are provided in other provisions of the Financial Terms;
- 6.1.9.4. the evidence for initiated and on-going dispute between the parties must clearly indicate that the dispute is referred to the court or the arbitration. Lingjob shall be entitled to solely decide on whether provided evidence is sufficient and (or) conclusive for purposes of performance of provisions of these Financial Terms or any other document of Terms of Service;
- 6.1.9.5. during the whole term the dispute of the parties is being resolved at the court or arbitration, Lingjob shall be entitled to request the parties to provide conclusive evidence (a written or a verbal evidence shall be translated into English if the original language of the relevant evidence is any other than Lithuanian or English) on the progress of the dispute resolution, including any documents in relation to it, and the parties to the dispute shall be obliged to provide such evidence. Should the Client fail to provide the relevant evidence, Lingjob shall be entitled to pay the Reserved Amount to the Freelancer. Should the Freelancer fail to provide the relevant evidence, Lingjob shall be entitled to cancel the reservation of the Reserved Amount;
- 6.1.9.6. if, in case of a dispute, the parties shall not provide Lingjob with a final and binding decision of the court or arbitration and shall not provide a contract of amicable settlement within 3 (three) years from the moment of expiration of the deadline for a performance of the Job, which gave the reason for the dispute, Lingjob shall be entitled to:
- (1) distribute the Reserved Amount to the Parties, including allocation of the whole said amount to any one of the Parties or distribution between the Parties in any

- proportions; or
- (2) leave the Reserved Amount in reservation until the dispute of the Parties shall be finally resolved; or
- (3) take the Reserved Amount into its ownership.

6.1.10. For example, the Client paid to the Collection Account USD 250 and was issued 250 Credits, which were recorded in his Credits Account. The Client is entitled to submit a query (invitation to provide proposals) to Freelancers for a written text translation from English to German Job and the Client submitted such a query (invitation to provide proposals) to all Freelancers registered in the Site by posting the text on the Site. Following submission of proposal by the Freelancer A, who proposed to translate the said text for 70 Credits / USD, the Freelancer B, who proposed to translate the text for 100 Credits / USD, and the Freelancer C, who proposed to translate the text for 200 Credits / USD, the Client has concluded the Services Agreement with the Freelancer B – there was a possibility for the Client and the Freelancer B to conclude the Services Agreement due to the fact that the Client had in his Credits Account more than 100 Credits for payment of the Job Price; thus, at the moment of conclusion of the Services Agreement the relevant amounts of Credits in the Credits Account of the Client were reserved by Lingjob (i.e. the reservation was placed on the Reserved Amount). The Freelancer has performed the Job and has provided the result of the Job to the Client by posting it in the Workroom. The Client has accepted the result of the Job in the order indicated in the Site Usage Policy or other documents of the Terms of Service. Thus, the Credits Account of the Client was reduced by: 100 Credits (which consist of the Reserved Amount) and the Credits Account of the Freelancer B was increased by the same amount, at the same time stopping for the benefit of Lingjob and retaining in the ownership of Lingjob 12 Credits as the Commission Fee to be paid by a Freelancer.

As a result of such operations:

- (1) the Credits Account of the Client was reduced by 100 Credits, comprising of the sum of the Job Price; and
- (2) the Credits Account of the Freelancer B was increased by 88 Credits, comprising of the Job Price less the Commission Fee to be paid by a Freelancer; and
- (3) Lingjob gained 12 Credits, comprising of the Commission Fee to be paid by a Freelancer.

Provisions applicable in case of Short Jobs

6.1.11. A Client shall be entitled to submit queries (invitations to provide proposals) to Freelancers for performance of Short Jobs. A Client shall be obliged to act fairly, when submitting queries (invitations to provide proposals) to Freelancers for performance of Short Jobs, i.e. to submit queries (invitations to provide proposals) to Freelancers for performance of Short Jobs only in such case, if the Client really intends to acquire the relevant services and possess the relevant possibility. Any Freelancer shall be entitled to perform the Short Job and to submit the result of the Short Job to a Client by posting it in the Workroom, indicating a proposed Short Job Price or that a Short Job was performed free of charge. A Client, while accepting the result of the Short Job in the order indicated in the Site Usage Policy or other documents of the Terms of Service, at the same time concludes a Services Agreement for performance of the Short Job in accordance with the terms and conditions indicated in the form of the Services Agreement provided on the Site. A Client shall be prohibited to use the result of the Short Job, unless the Client has accepted the result of the Short Job. A Client shall be entitled to accept the relevant proposals of Freelancers for performance of such amount of Short Jobs (i.e. to conclude Services Agreements for performance of such amount of Short Jobs), for which there is a sufficient amount of Credits in the Credits Account of the Client.

6.1.12. A Client having submitted queries (invitations to provide proposals) to Freelancers for performance of a Short Job, having received the result of the Short Job submitted by a Freelancer in the Workroom and having accepted the Short Job (i.e. having concluded the Services Agreement for performance of the Short Job with the relevant Freelancer), we will be notified about that automatically and, unless a Freelancer has indicated in its proposal that the Short Job was performed free of charge, not later than in the next 14 (fourteen) days the following instructions of the Client and of the Freelancer shall be performed: the amount of Credits in the Credits Account of the Client shall automatically be reduced by the amount of

Credits, corresponding to the Short Job Price, and the Credits Account of the Freelancer shall be increased by the same amount, stopping by us the amount of the Credits equal to the Commission Fee to be paid by a Freelancer immediately when the Short Job Price is paid (transferred) to the Credits Account of the Freelancer, i.e. the Freelancer shall become the owner of the Credits representing the Short Job Price transferred to its account, less the amount of the Credits equal to the Commission Fee to be paid by a Freelancer; the latter amount of the Credits equal to the Commission Fee to be paid by a Freelancer shall become the ownership of Lingjob.

6.1.13. We shall have no obligation to compensate the Commission Fee in any way to the Client and (or) to the Freelancer, and the sum in USD (US dollars) representing the Credits retained by us as the Commission Fee shall be deemed transferred to our ownership; we shall be entitled to immediately convert these Credits into USD.

6.1.14. It shall be deemed that we were provided with the following instructions by a Client or a Freelancer, unless a Freelancer has indicated in its proposal that the Short Job was performed free of charge:

6.1.14.1. the acceptance of the result of the Short Job by the Client shall mean an irrevocable instruction of the Client to us to reduce the Credits Account of the Client by the amount of Credits equal to the Short Job Price with a purpose to increase the Credits Account of the Freelancer by the amount of Credits equal to the Short Job Price, stopping and retaining by us from that amount the Commission Fee to be paid by a Freelancer.

6.1.14.2. the submission of the result of the Short Job by a Freelancer to the Client shall mean an irrevocable instruction of the Freelancer to us, subject to acceptance of the result of the Short Job by the Client to increase the Credits Account of the Freelancer by the amount of Credits stopped from the Credits Account of the Client equal to the Short Job Price, stopping by us from that amount the Commission Fee to be paid by a Freelancer and retaining it in the ownership of Lingjob.

6.1.15. In case a Freelancer has indicated in its proposal that the Short Job was performed free of charge and the Client has accepted the result of the Short Job from the said Freelancer, no Short Job Price shall be paid by the Client to the Freelancer and no Commission Fee shall be charged by us from the Client and from the Freelancer.

6.2. Any payment of the Job Price, the Short Job Price and (or) the Commission Fee shall be made in a single instalment as described in separate provisions of **Clause 6.1**. This provision shall not preclude us to recover an indebtedness of the User in parts.

6.3. All and any provisions in **Clause 6.1** that are related to the settlement of the Job Price and (or) of the Short Job Price, and (or) of the Commission Fee shall be deemed a part of the Settlement Services.

6.4. You acknowledge that the functioning of the payment scheme indicated in **Clause 6.1**, including the Settlement Service, shall be an acceptable method for payment for the Freelancer Services provided by the Freelancer to the Client as well as for Site Services. Following a performance of the relevant actions indicated above comprising the Settlement Service, it will be deemed that the Client has duly settled with the Freelancer for the Freelancer Service and that the Client and the Freelancer have duly settled with us for the usage of the Site and for the Site Services.

7. JOB PERFORMANCE BOND

7.1. A Client shall be entitled to require that a Freelancer, who wishes to provide a proposal for performance of the Job, should provide a Job performance bond in the amount of Credits indicated by the Client in its relevant query (invitation to provide proposals) to Freelancers for performance of Jobs. In such case only the Freelancers, who agree to issue such bond, indicate their relevant consent in their proposals, and possess in their Credits Accounts the amount of Credits corresponding to the amount of the Job performance bond may place proposals for performance of the Job. The issues related to the Job performance bond, including, but not limited to terms and conditions on the enforcement of the bond, shall be governed by the provisions of the Services Agreement and of these Financial Terms.

7.2. The Client and the Freelancer having concluded the Services Agreement in relation to a Job, wherein

the Job performance bond was requested by the Client and agreed to be provided by the Freelancer, we will be notified about that automatically and the amount of Credits corresponding to the amount of the Job performance bond agreed by the parties to the Services Agreement will automatically be reserved in the Credits Account of the Freelancer.

- 7.3. The conclusion of the Services Agreement in relation to a Job, wherein the Job performance bond was requested by the Client and provided by the Freelancer, shall mean an irrevocable instruction to us by both parties to the Services Agreement to reduce the amount of the Credits in the Credits Account of the Freelancer by the amount of the demand under the Job performance bond duly placed by the Client to the Freelancer and at the same time to increase by the same amount the amount of the Credits in the Credits Account of the Client not later than in the next 14 (fourteen) days from a day of occurrence of the circumstances giving the right to the Client to demand a payment of the sum of the Job performance bond.
- 7.4. The reserved amount of the Credits in the Credits Account of the Freelancer, representing the Job performance bond, shall be released from reservation not later than in 30 (thirty) days following the payment of the Reserved Amount to the Freelancer in accordance to these Financial Terms, unless a sum under the said bond is paid to the Client under [Clause 7.3](#).

8. PRICE FOR FREELANCER SERVICES

- 8.1. A Job Price indicated in the Services Agreement and (or) a Short Job Price indicated in the proposal of a Freelancer accepted by a Client shall be deemed to be a final price to be paid by the Client for the Freelancer Services and shall be deemed inclusive of all and any taxes (including VAT), customs and other duties, charges and fees related to a price for Freelancer Services, if they shall be applied.
- 8.2. A provision in [Clause 8.1](#) shall not wave and shall not be interpreted as a waiver of the obligation of a Freelancer to pay the Commission Fee to be paid by a Freelancer.

9. AGENCY

- 9.1. When providing the Settlement Service we act as an agent of the Client for making the payment of the Job Price or the Short Job Price and as an agent of the Freelancer for receiving from the Client the payment of the Job Price or the Short Job Price and for making the payment of the Commission Fee to be paid by the Freelancer, subject to these Financial Terms. You agree that our acting as the agent for the Client and the Freelancer as well as the agent for other Clients and other Freelancers is compatible with your interests and is acceptable to you.
- 9.2. You authorize us to perform the actions pertaining to the Settlement Service indicated in [Section 6](#) "BASIC DESCRIPTION OF FUNCTIONING OF SITE SERVICES" and appoint us as your agent upon your conclusion of the Financial Terms. It shall be deemed that you re-confirm such authorization each time when you submit queries (invitations to provide proposals) to Freelancers for provision of Freelancer Services, accept the proposal of Freelancers for performance of Jobs, conclude a Services Agreement, provide Freelancer Services, accept the results of Freelancer Services, issue Invoices or acquire Credits.
- 9.3. You agree that while acting as your agent we shall not have any other particular obligations to you, including any specific obligations related to notification, and you agree that the notification order established in the Terms of Service documents is sufficient to dully and timely notify you about a performance of your authorizations.
- 9.4. All and any authorizations and rights provided to us in these Financial Terms, in the User Agreement or in other documents of the Terms of Service shall be deemed irrevocable and, if we shall not revoke them earlier, shall remain valid for other 12 (twelve) months following the termination of, respectively, the Financial Terms, the User Agreement and other documents of the Terms of Service.
- 9.5. Nothing stated in these Financial Terms shall be deemed to:
 - (1) waive, cancel, reduce or modify a limitation of our liability or indemnity stated in the User Agreement and in the Terms of Service;
 - (2) make us your agent with respect to any other matter not stated directly in [Section 9](#) "AGENCY", including with respect to Freelancer Services and any matters in relation thereof.

10. FINALITY OF SETTLEMENTS

- 10.1. All and any payments that are made through the Settlement Service shall be deemed final and may not be reverted, except if we discover erroneous or duplicate settlements – for these cases we reserve a right to seek reimbursement from you on our behalf and (or) on behalf of the other party to the relevant Services Agreement, and you undertake to reimburse us and (or) the other party. You agree that we and (or) such other party shall be entitled to receive such reimbursement from you and for this purpose we shall be entitled to charge your Credits Account, decrease amounts to be paid to you in the future or obtain reimbursement from you by any other lawful means. Failure to pay grounded and lawful reimbursements is the sufficient grounds for termination of your participation in the Site.
- 10.2. All and any Fees, including Commission Fees, collected by us shall not be paid back, notwithstanding a possibility that it may be determined by a dispute adjudication body that the Freelancer Service was not provided, was provided not duly and (or) timely or that the Freelancer Service or its result was defective. You acknowledge and agree that the above provision is just, reasonable and fair, because the quality of the Freelancer Service does not depend on provision of the Site and Site Services. Notwithstanding to the above we reserve a right to pay-back Fees at our sole discretion in cases of manifest errors.

11. SETTLEMENT OPERATIONS AND INVOICING

- 11.1. Only Credits may be used for settlement operations for the Freelancer Services and for the Site Services, unless it is otherwise stated in **Section 16 “FEES”** or in other provisions of these Financial Terms.
- 11.2. A Client and a Freelancer shall agree in the Services Agreement or a Client shall indicate in the query (invitation to provide a proposal) for a performance of the Job or the Short Job or while accepting the relevant proposal of a Freelancer if a Freelancer shall be obliged to issue an Invoice to a Client for the Job Price or the Short Job Price. An Invoice shall be posted through the Workroom. A Client shall be obliged to accept the Invoice provided by a Freelancer or to reject it by indicating the motivated remarks. In case the Client does not accept the Invoice and does not reject it by indicating the motivated remarks, it shall be deemed that the Client has accepted the Invoice. Other requirements for issuance of the Invoices by a Freelancer to a Client may be indicated in the Services Agreement.
- 11.3. We will issue to the Client the Invoice for all settlements of Fees made during the last month not later than until 10th (tenth) day of next month. We will issue to the Freelancer the Invoice for all settlements of the Commission Fee to be paid by a Freelancer and other Fees made during the last month not later than until 10th (tenth) day of next month.

12. ACCOUNTING, DECLARATION AND PAYMENT OF TAXES, DUTIES, CHARGES AND FEES

- 12.1. The User shall be responsible for accounting, declaration and payment of taxes, duties, charges and fees that the relevant User is obliged to account for, to declare and to pay. We shall not be responsible for accounting, declaration and payment of taxes, duties, charges and fees that the relevant User is obliged to account for, to declare and to pay, unless any such obligation is stipulated by the mandatory provisions of the law of the Republic of Lithuania.
- 12.2. The User shall be obliged to pay all and any charges and fees (if any) related to its payments made into the Collection Account, conversion of monies into Credits, which are accounted for in the Credits Account of the User, and conversion of Credits, which are accounted for in the Credits Account of the User, into monies. The User shall be obliged to immediately reimburse all the expenses of Lingjob related to the below, in case Lingjob has paid any charge and (or) fee in relation to the payments of the User into the Collection Account, for conversion of monies into Credits, which are accounted for in the Credits Account of the User, and conversion of Credits, which are accounted for in the Credits Account of the User, into monies.

13. EFFECT OF DISPUTES

- 13.1. Unless it is otherwise stated in **Clause 6.1.9**, in case of any dispute between a Client and a Freelancer we shall be entitled at our sole discretion without a separate notice to you:
 - (1) withhold, postpone or delay a provision of the Settlement Services and a performance of the instructions of a Client and (or) of a Freelancer in relation to settlement issues discussed in **Section 6 “BASIC DESCRIPTION OF FUNCTIONING OF SITE SERVICES”** and **Section 9 “AGENCY”**, and (or)

(2) continue to hold the Reserved Amount in reservation,
until a final, binding and enforceable award is rendered by a competent dispute adjudication body and, in case it is not a court of the Republic of Lithuania, this award is recognized and permitted to be enforced in the Republic of Lithuania by a competent court,
and (or)

we may provide the Settlement Services and perform the instructions of a Client and (or) of a Freelancer in relation to settlement issues discussed in **Section 6** "BASIC DESCRIPTION OF FUNCTIONING OF SITE SERVICES" and **Section 9** "AGENCY" without waiting for a final and binding enforceable award to be rendered by a competent dispute adjudication body and (or), if it is not a court of the Republic of Lithuania, for a recognition and a permit to enforce the award in the Republic of Lithuania to be issued by a competent court.

14. FUNDS IN COLLECTION ACCOUNT AND CREDITS

- 14.1. Clients may obtain Credits by payment of money in the Currency to the Collection Account. Each and any payment of money by the Client to the Collection Account shall be made by using the payment services of the banks and (or) other credit institutions, PayPal and when making a payment in Lithuania – (in addition) Mokėjimai.lt (the site www.mokejimai.lt).
- 14.2. According to the law applicable to the Financial Terms we are not and currently we are not going to become the credit institution, the electronic money institution or the payment institution. The funds in the Collection Account are not insured.
- 14.3. You waive any right to receive any interest or other earnings in relation to monies paid to the Collection Account and to the Credits accumulated in your Credits Account. This shall not preclude or limit us to and we shall be entitled to receive and retain interest and any other earnings on funds paid by the Clients to the Collection Account and to employ, invest or transfer or to use, manage or dispose these funds in any other way we deem appropriate, including usage of funds for charging and deduction of the Commission Fees as well as for payment of banking and payment charges and fees or of charges and fees pertaining to other financial services related to the Collection Account. We shall be the owners of the monies paid to us by the Clients into the Collection Account and we shall be entitled to use these monies for whatever purposes, including for redemption of the Credits from Clients and Freelancers.
- 14.4. You may use your Credits only for payment for Freelancer Services and Site Services or you may ask us to redeem them. The Credits may be used in the Site and nowhere else. The Credits may not be transferred from one person to the other, except for a transfer from a Client to a Freelancer for provision of the Freelancer Service as indicated in **Section 6** "BASIC DESCRIPTION OF FUNCTIONING OF SITE SERVICES".
- 14.5. We shall be entitled to place a reservation on the Credits when you contract a Service provider for provision of the Freelancer Service in relation to a Job (for more details see **Clauses 6.1.4.1 and 6.1.9**) and (or) when the Client and the Freelancer have agreed on provision of the Job performance bond (for more details see **Section 7** "JOB PERFORMANCE BOND"). We will release a reservation or decrease the relevant amount in your Credits Account in the order established in these Financial Terms.
- 14.6. A reservation of the Credits shall include a prohibition for respectively the Client or the Freelancer to dispose the amount of the Credits reserved, including a suspension (stopping) of a right to use them for purchasing and (or) paying for another Job or Short Job and (or) paying the Fees and to demand redemption of these Credits by converting them into the Currency. The amounts of Credits reserved shall not be reserved for the second and any subsequent time.

15. REDEMPTION

- 15.1. We guarantee that upon your request we shall redeem Credits possessed by you, i.e. Credits that remain in or have accumulated into your Credits Account, by converting them into the Currency and paying the relevant amount to you subject to the terms and conditions indicated in this clause below:
 - 15.1.1. The Credits shall be redeemed at a request of the User in case the amount to be converted into the Currency from the Credits being redeemed is sufficient to cover in full charges and fees for payment services being provided by the relevant banks and (or) other relevant

payment institutions pertaining to a relevant redemption. In case the amount to be converted from the Credits into the Currency is not sufficient to cover in full such charges and fees, the Credits shall not be redeemed.

- 15.1.2. The Credits shall be redeemed by converting them into USD at a par value of USD 1 (one US dollar) for 1 (one) Credit. This notwithstanding we shall be entitled to pay in full charges and fees for payment services provided by the relevant banks and (or) other relevant payment institutions pertaining to a relevant redemption out of your converted amount. Redemption of Credits shall involve a transfer of the Currency (money) to the account of the User. The expenses of the relevant transfer of the converted Currency to the account of the User, including taxes, charges and fees, shall be paid from the monies of the User – you provide us with an irrevocable unconditional order to cover these expenses out of the converted monies of the User.
 - 15.1.3. The Credits shall be redeemed on 15th day, which falls to be a working day, of a month (or, in case the 15th day of a relevant month falls to be a non-working day, then on the earliest working day following the 15th day of a relevant month), but not earlier than in 1 (one) month from provision to us of a request for redemption by the relevant User. For example, in case the Client provides a request for redemption of his Credits on 16 May 2012, then the Credits shall be redeemed on 16 July 2012.
 - 15.1.4. No reserved Credits shall be redeemed.
 - 15.1.5. In case you are in arrears for Commission Fees or other Fees, we will ask you to pay these fees before redemption and (or) will be entitled to pay (take) these fees from your amount being converted.
 - 15.1.6. In case during the redemption of Credits the User has its account for the transfer of money in any other currency than the Currency, then the currency conversion charge (fee) may be charged by the credit institution from the conversion money of the relevant User. All and any charges and fees for the payment or currency conversion operations performed by the credit institutions and (or) other persons involved in provision of the relevant services related to redemption of the Credits shall be paid by the relevant User.
 - 15.1.7. Any request for redemption shall be subject to the conditions and restrictions contained in these Financial Terms or in the Terms of Service.
- 15.2. The Users shall be obliged to sell to Lingjob Credits (i.e. to require us to redeem them), which they do not intend to use for payment of Fees and Freelancer Services in 12 (twelve) months from the moment of their acquisition or receipt. Following a request of Lingjob the Users shall be obliged to provide a written confirmation that they will use in the future the Credits, which they have acquired and have received, for payment of Fees and for payment for Freelancer Services.

16. FEES

- 16.1. Regularly the Fees shall be paid in Credits. If an order of payment of Fees in Credits is not established in these Financial Terms and in particular case there is no possibility or it is unpractical to pay them in Credits, then payments of Fees shall be made by using the payment services of the banks and (or) other credit institutions, PayPal and when making a payment in Lithuania – (in addition) using the services provided in the web site www.mokejimai.lt.

Provisions applicable to the Commission Fee to be paid by a Freelancer

- 16.2. Each and any Freelancer shall pay to us the Commission Fee to be paid by a Freelancer.
- 16.3. The Commission Fee to be paid by a Freelancer in case of a Job shall amount to 12 (twelve) percent of the Job Price.
- 16.4. In cases the Job Price is decreased by the agreement of the Client and of the Freelancer in accordance with provisions stipulated in the Services Agreement, the Site Usage Policy or elsewhere in the Terms of Service, the Commission Fee to be paid by the Freelancer shall not be decreased and shall amount to their original value, calculated in accordance with **Clause 16.3** before the decrease of the Job Price. In cases the Job Price is increased by the agreement of the Client and of the Freelancer in accordance with provisions stipulated in the Services Agreement, the Site Usage Policy or elsewhere in the Terms of Service, the Commission Fee to be paid by the Freelancer shall be

increased accordingly.

- 16.5. The Commission Fee to be paid by a Freelancer in case of a Short Job shall amount to 12 (twelve) percent of the Short Job Price. We shall not charge a Commission Fee in case a Short Job is performed by a Freelancer free of charge.
- 16.6. The Commission Fee shall be paid in the order described in **Section 6** "BASIC SCHEME OF FUNCTIONING OF SITE SERVICES".
- 16.7. If a Client does not use the Settlement Service to make payments to a Freelancer for the Freelancer Service provided by the latter and the Client and the Freelancer do not pay the Commission Fees in any other way, then the Client and the Freelancer agree that they have a joint and several obligation to pay to us with respect to each Job and Short Job the greater of: (1) USD 10, or (2) the amount of all Commission Fees that we would receive or would have received, if the same persons would have used the Settlement Service plus an interest at the rate indicated in the Law on the Prevention of Late Payment in Commercial Transactions of the Republic of Lithuania (9 December 2003; No. IX-1873, with later amendments and supplements) on the said amount for each day the payment of the Commission Fee was delayed due to the aforesaid evasion of the Settlement Service.

Provisions applicable in relation to dispute resolution fees

- 16.8. A Client and a Freelancer, who are going to use dispute resolution services of Lingjob for resolution of a dispute related to the Job, described in more details in the Services Agreement, shall pay to Lingjob an in advance dispute resolution fee, which shall amount to 12 (twelve) percent of the Job Price.
- 16.9. Lingjob shall not provide dispute resolution services in cases of Short Jobs.
- 16.10. Lingjob shall be entitled to decide upon its own discretion if to provide or not to provide dispute resolution services mentioned in **Clause 16.8** and (or) **Clause 16.9** for the parties in a particular dispute. In case Lingjob decides to provide dispute resolution services, then notwithstanding the payment by the parties to a dispute of an in advance dispute resolution fee, mentioned in **Clause 16.8** and (or) **Clause 16.9**, Lingjob shall place a reservation on the amounts of Credits, corresponding to the dispute resolution fee, in the Credits Account of the User who applies for a dispute resolution service.
- 16.11. When deciding a dispute, Lingjob shall be entitled to allocate expenses of the parties related to a dispute resolution fee. Regularly, a dispute resolution fee shall be allocated to both parties of the dispute in the reversed proportions to the amounts awarded by Lingjob in its decision of the dispute. Lingjob, when providing its decision of the dispute, shall be entitled to immediately charge the relevant amounts from the Credits Accounts of the parties to the dispute, and to immediately release the remaining Credits that were reserved for the purpose of allocation of the dispute resolution fee.
- 16.12. For example, in case the dispute resolution fee amounts to 20 Credits / USD, and the Freelancer has applied for resolution of a dispute, then Lingjob shall place the following reservation: 20 Credits / USD in the Credits Account of the Freelancer. If afterwards Lingjob would award that the Client shall pay 90 percent of Credits / USD to the Freelancer in the main dispute, at the same time Lingjob shall be entitled to charge as the dispute resolution fee 18 Credits from the Client and 2 Credits / USD from the Freelancer, and the remaining 18 Credits / USD in the Credits Account of the Freelancer shall be immediately released from reservation.

Provisions applicable in relation to membership fees

- 16.13. A simple membership shall be free of charge, however, in case the Freelancer intends to provide more than 8 (eight) bidding proposals during any 1 (one) month period, the Freelancer shall become a privileged member and shall pay to Lingjob the privileged membership fee in the amount of 5 (five) Credits / USD. Following the payment of the privileged membership fee the Freelancer shall be entitled to provide up to 100 (one hundred) of bidding proposals during any 1 (one) month period starting at the calendar day of payment of the privileged membership fee, and terminating on the relevant calendar day of the next month. The proposals of the Freelancers in relation to Jobs and (or) Short Jobs that were recalled by the Client before conclusion of the Services Agreement, shall not be included into the limits indicated in this clause.
- 16.14. For example, in case the Freelancer pays the privileged membership fee on 15 of January, the Freelancer shall be entitled to provide up to 100 (one hundred) of bidding proposals until 15 of February of the same year.

Provisions applicable in relation to proposal amendment fees

16.15. The Freelancer shall be obliged to pay to Lingjob the proposal amendment fee of 1 (one) Credit / USD for a second and any following amendment of terms and conditions of its proposal before the amendment of the proposal is made. This provision shall not entitle a Freelancer to amend a proposal; a Freelancer shall be entitled to amend a proposal only in case such entitlement of the Freelancer is stipulated in the Site Usage Policy or in other documents of the Terms of Service.

VAT related to Fees

16.16. The VAT is not included into the amounts of the Fees that are discussed in provisions of **Section 16** and in other provisions of the Financial Terms. Therefore, a User shall be obliged to pay to us the VAT in addition to the amounts indicated in those provisions in cases when the VAT is applicable according to the law of the Republic of Lithuania.

16.17. In cases indicated in the law of the Republic of Lithuania as well as upon our request a User shall be obliged to provide us and (or) the State Tax Inspectorate at the Ministry of Finance of the Republic of Lithuania proper documents, which if required have to be notarized, legalized and (or) apostilled, which would prove the status and registration of the User as a VAT payer, and in addition other information and data, if they are required due to issues of an application or a non-application of VAT.

17. CURRENCY, POSSIBLE FLUCTUATIONS OF ITS EXCHANGE RATE AND POSSIBLE DELAYS OF BANKING OPERATIONS

17.1. You acknowledge and agree that we are not responsible and shall not be liable for selection of the Currency and for fluctuations of the rates of the Currency or other currencies as well as for any delays of bank transfers due to currency conversions or to relationships among the banking and payment systems of different countries, or other reasons not dependent on us.

18. INDEBTEDNESS

18.1. In case there is some indebtedness of you towards us (notwithstanding the purpose of the Site indicated in **Section 5** "PURPOSE OF FINANCIAL TERMS"), you undertake to cover (pay) it in as short term as reasonably possible. In case you delay settling your indebtedness and (or) we have to recover your indebtedness by using legal means, you also agree to pay all and any interest, attorneys' fees and other costs of collection incurred by us in collecting from you the unpaid amount. We shall be entitled to recover your debt (at our discretion) in Credits or USD (US dollars), or a part of the debt in Credits and a part – in USD.

18.2. In case there is some indebtedness of you towards us, we shall be entitled to set-off this indebtedness to any our debts to you (if any), but you shall not be entitled to set-off any our debts to you (if any) with your indebtedness towards us.

18.3. In case there is some indebtedness of you towards us and (or) towards any Freelancer (notwithstanding the purpose of the Site indicated in **Section 5** "PURPOSE OF FINANCIAL TERMS"), we shall be entitled, at our option, to stop or suspend all or some of your further activities in the Site and (or) a usage of Site Services, and (or) shall be entitled to place a hold on your Credits and (or) your Credits Account until your relevant indebtedness is settled, and (or) may apply the Credits of yours towards settling your indebtedness. We also shall be entitled to notify financial institutions, tax institutions, law enforcement authorities, managers of debtors' databases and indebtedness collection subjects about your indebtedness.

19. NON-EVASION OF PAYMENT OF COMISSION FEE

19.1. A necessary precondition for us to agree to register you as a Client in the Site and to let you to use Site Services is that you undertake not to take any action directly or indirectly with a purpose to evade a conclusion of the Services Agreement or a usage of the Settlement Service, or a payment of Fees.

19.2. A necessary precondition for us to agree to register you as a Freelancer in the Site and to let you to use Site Services is that:

19.2.1. you undertake not to take any action directly or indirectly to evade a conclusion of the Services Agreement or a usage of the Settlement Service, or a payment of the Commission Fee or other Fees, and

19.2.2. you agree that a Client shall have no obligation to pay to you for the Freelancer Services

related to the Job and (or) the Short Job, unless both following conditions are satisfied:

- (1) the Freelancer Services were provided based on the Services Agreement concluded with that Client, by using the form of the Services Agreement provided on the Site, or based on the Short Job contracted through the Site; and
- (2) the settlement is made through the usage of the Settlement Service.

In addition, you agree that the Client shall have no obligation to pay any invoice to you for the Freelancer Services related to the Job and (or) the Short Job, unless it is an Invoice issued by you when the circumstances stipulated in **Items (1) and (2)** of the preceding sentence of this clause did exist.

20. PROHIBITION TO EVADE SITE SERVICES

- 20.1. You undertake not to evade Site Services. You shall not attempt to deliver and receive and shall not deliver or receive Freelancer Services, invoice Clients, or make or receive payments outside the Site and by not using the Settlement Service, when these actions are made with respect to Clients or Freelancers found in the Site. You shall not indicate in the Services Agreement, Invoice or report in the Site a Job Price or a Short Job Price smaller than actually agreed.
- 20.2. As a Client or as a Freelancer, you undertake to notify us immediately by e-mail to info@lingjob.com, if you are or become aware that any other Client or Freelancer attempts any kind of evasion of the Site Services.

21. SETTLEMENTS IN CASE OF CANCELATION OF FREELANCER SERVICES

- 21.1. In case a cancelation of a Freelancer Service by a Client takes effect, a Freelancer shall immediately stop the Job and provision of Freelancer Services in relation thereto, submit the result or the interim result of the Job (the Freelancer Service) to a Client and shall be entitled to receive a respective part of the Job Price and in addition a reimbursement of reasonable expenses a Freelancer had in order to prepare for provision of the Freelancer Service (such expenses of a Freelancer shall not exceed the remaining part of the Job Price). At the same time in such case we will be entitled to the relevant part of the Commission Fee to be paid by a Freelancer.
- 21.2. In case a cancelation of a Freelancer Service by a Freelancer takes effect, a Freelancer shall immediately stop the Job and provision of Freelancer Services in relation thereto, submit the result or the interim result of the Job (the Freelancer Service) to a Client and shall be entitled to receive a respective part of the Job Price, and in addition:
 - (1) in case the Freelancer Service was terminated due to the fault of the Client, a reimbursement of reasonable expenses a Freelancer had in order to prepare for provision of the Freelancer Service (such expenses of a Freelancer shall not exceed the remaining part of the Job Price); or
 - (2) in case the Freelancer Service was terminated not due to the fault of the Client, the Freelancer shall be obliged to fully compensate the damages suffered by the Client because of such termination.

At the same time in such case we will be entitled to the relevant part of the Commission Fee to be paid by a Freelancer.

22. REDEMPTION OF CREDITS IN CASE OF CANCELATION OF ACCOUNTS AND (OR) CREDITS ACCOUNTS

- 22.1. In case of a cancelation of an Account and (or) a Credits Account, including deactivation and deletion of inactive Accounts and (or) Credits Accounts as regulated in the User Agreement or in other documents of the Terms of Service:
 - 22.1.1. the Credits accounted in that Credits Account shall be redeemed pursuant to the terms and conditions stipulated in **Section 15** "REDEMPTION" at a request of a User; and
 - 22.1.2. the non-completed Jobs shall be completed or the Freelancer Services with regard to such Jobs shall be cancelled – in latter case the terms and conditions of **Clause 21** "SETTLEMENTS IN CASE OF CANCELATION OF FREELANCER SERVICES" shall apply.

23. APPLICABLE LAW AND DISPUTE RESOLUTION

23.1 The rules applicable with respect to the issues of an applicable law and a dispute resolution are indicated in the General Terms of Service.

24. CONTACTING INFORMATION

24.1. If you wish to report a violation of the Financial Terms, have any questions or need assistance regarding the Financial Terms, please contact Lingjob Customer Support Centre as follows:

Email: info@lingjob.com;

Phone: +370 656 67797 (Mon-Fri, 7 a.m. - 4 p.m. UTC).