

## GENERAL TERMS OF SERVICE

### 1. PREAMBLE

- 1.1. Welcome to [www.lingjob.com](http://www.lingjob.com), the website and online platform for services, which is operated by UAB Lingjob, a legal entity code of which is 302973444, address A. Tumėno str. 4, Vilnius, Lithuania.
- 1.2. Lingjob makes the Site available as an online platform where clients searching for professional services and providers of professional services identify each other and work together online to complete, invoice, and pay for agreed jobs. You may use the Site only for services clearly indicated in the Site [www.lingjob.com](http://www.lingjob.com). The use of the Site for other services without prior consent of Lingjob is prohibited and shall be treated as the breach of the Terms of Service.
- 1.3. These General Terms of Service are effective as of 10 May 2013.

### 2. DEFINITIONS

- 2.1. In this User Agreement, the following terms and expressions shall have the following meanings and shall be applicable to capitalized definitions (except for personal pronouns that may be written in capital letters as well as in small letters) in other documents of the Terms of Service, if not defined otherwise:

**“Account”** means a personal virtual account on the Site, which you open when you register to become a User and intending to use Site Services.

**“Anonymous Information”** means information that is not associated with or linked to your Personal Information; Anonymous Information does not permit the identification of individual persons and it is created from automatically gathered information or Personal Information by excluding information (such as names) that makes information personally identifiable to you.

**“Client”** means the User that purchases Freelancer Services or identifies the Freelancer through the Site.

**“Confidential Information”** means all and any information not publically available, delivered in any form (either in writing, by electronic means or otherwise) from one User to another including: (1) commercial secrets; (2) information related to Intellectual Property Rights and Technologies; (3) information about activities of the User, any business plans, business strategies, financial standing, assets, personnel, agreements, clients, suppliers, etc.; (4) information designated by the User as confidential information.

**“Freelancer”** means a User that offers and (or) delivers services or identifies the Client through the Site.

**“Collection Account”** means a bank account opened in our name having the following particulars: account No. LT44 7300 0101 3404 5213 SWIFT No. HABALT22 opened at the bank “Swedbank”. In the Collection Account we will account only the money that is converted into Credits. The Collection Account shall be separated from all and any other our accounts.

**“Commission Fee”** means a Commission Fee to be paid by a Freelancer.

**“Commission Fee to be paid by a Freelancer”** shall mean a fee to be paid by a Freelancer to Lingjob for a possibility to get a Job or a Short Job on the Site and for the Settlement Services provided to a Freelancer in relation to a Job or in relation to a Short Job.

**“Freelancer Services”** means all services delivered by Freelancers.

**“Credits”** means the virtual units with a par value of USD 1 (one US dollar) each, i.e. at the rate USD 1:1 Credit, issued to the Client in exchange of his payment of money in the Currency to the Collection Account. The Credits may be used only for payment for Freelancer Services and for a usage of the Site and of Site Services. The Credits are accumulated in the Credits Account of a relevant User.

**“Credits Account”** means a personal virtual account, which is a part of the Account, wherein the Credits possessed by a relevant User are accounted and accumulated.

**“Currency”** means USD.

**“USD”** means United States of America dollar.

**“Fees”** means all and any fees that are charged by Lingjob from User for the usage of the Site and the Site Services.

**“Financial Terms”** means the rules and requirements on financial terms and conditions (provisions) pertaining to a usage of the Site and of Site Services.

**“General Terms of Service”** means this document.

**“Privacy Policy”** means the rules and requirements on collection, storage and handling of information (including information about the Users) related to usage of the Site and of Site Services.

**“Intellectual Property Rights”** means all rights related to Inventions, patents, trademarks, industrial designs, geographic indications of source, copyright, goodwill and other intellectual property rights as may now exist or hereafter come into existence, and all applications therefore and registrations, renewals and extensions thereof, under the laws of any country, territory or other jurisdiction.

**“Invention”** means any patented invention and (or) any patentable new or improved ideas, concepts, processes, methods, objects and all related information, data, materials, programs, know-how and all Intellectual Property Rights therein.

**“Invoice”** means, depending on the legal requirements applicable to the issuer of the Invoice, a VAT invoice or a non-VAT invoice.

**“Job”** means a work agreed between a Client and a Freelancer.

**“Job Price”** means a price for a performance of the Job agreed by and between the Client and the Freelancer. The Job Price agreed by and between the Client and the Freelancer and indicated in the Services Agreement shall be deemed to include taxes, including the VAT, customs and other duties, charges and fees, if they shall be applied, unless it is clearly indicated otherwise in the Services Agreement.

**“Lingjob”** or **“we”**, or **“us”**, or **“our”** means UAB Lingjob, a legal entity code of which is 302973444, address A. Tumėno str. 4, Vilnius, Lithuania.

**“Lingjob Services”** means a creation, hosting (on the Site), maintenance and support, and provision of the Site and all services being delivered by Lingjob. Lingjob Services does not include Freelancer Services and Third-Party Services.

**“Personal Information”** means information about the User that is personally identifiable to you, like your name, address, email address or phone number, as well as other non-public information that is associated with the foregoing.

**“Reserved Amount”** means the Job Price (which also includes the Commission Fee to be paid by a Freelancer) reserved in the Credits Account of the Client.

**“Services Agreement”** means the agreement by and between a Client and a Freelancer) for a performance of the Job or Short Job by the Freelancer, which shall be concluded in accordance with the form of the Services Agreement provided on the Site.

**“Settlement Service”** means a mechanism and services provided by Lingjob for a settlement of the price (Job Price and Short Job Price) for Freelancer Services and of the Commission Fee for Site Services established in Financial Terms.

**“Site”** means the web site [www.lingjob.com](http://www.lingjob.com) and all related sub-domains of this web site.

**“Site Services”** means all and any Lingjob services that are accessible through the Site. Site

Services include any duties, actions or services of ours (including provision of the Settlement Service) pertaining to the usage of the Site by Clients and Freelancers, indicated in these General Terms of Service, Financial Terms or elsewhere in the Terms of Service. Site Services also include provision in the Site of references to the Third-Party Services and (or) provision of a possibility to use the Third-Party Services through the Site or because of a usage of the Site, but do not include Third Party Services, as well as Freelancer Services.

**“Site Usage Policy”** means the rules and requirements on a usage of the Site established by Lingjob and the rights and obligations of the User and of Lingjob related to the usage of the Site.

**“Short Job”** means a simple work requested by the Client, which may be immediately performed by the Freelancer and offered to the Client free of charge or for a small remuneration. Only work which consists of not more than 500 characters (including spaces) or objectively and reasonably requires less than 10 minutes of work time and which costs not more than 10 Credits / USD may be treated as a Short Job.

**“Short Job Price”** means a price for performance of the Short Job, agreed by and between the Client and the Freelancer. The Short Job Price agreed by and between the Client and the Freelancer and stipulated in the Services Agreement shall include all taxes, including the VAT, customs and other duties, charges and fees, if they shall be applied, unless it is clearly indicated otherwise in the Services Agreement.

**“Technology”** means all Inventions or Intellectual Property Rights developed or acquired by a Freelancer other than in the course of providing services to a Client hereunder and (or) all Inventions or Intellectual Property Rights acquired or licensed by Freelancer that Freelancer uses in performing Freelancer Services or incorporates into a result of a job.

**“Terms of Service”** means the terms of service as defined in Clause 4.1 and all documents, provisions, obligations, requirements, and guidelines contained in or linked from the Site.

**“Third-Party Services”** means all services being delivered by third parties, references thereof are provided in the Site or a possibility of usage thereof is made through the Site or because of a usage of the Site. Third-Party Services do not include Lingjob Services, Site Services and Freelancer Services.

**“User Agreement”** means a user agreement, concluded between Lingjob and a User on terms of usage of the Site.

**“User”, “you”** means (1) a person (i.e. a Client or a Freelancer) who is using the Site on his or her behalf, or (2) a person (i.e. a Client or a Freelancer) who is using the Site on behalf of a legal person (an enterprise, a company, an organization, etc.).

**“User Content”** means any feedbacks, comments, questions and other information, including posting Jobs and Short Jobs and providing deliverables, that is uploaded, published, displayed, linked to or otherwise made available (posted) by a User through the Site.

**“VAT”** means a value added tax.

**“Visitor”** means a person who is only visiting the Site, not a User.

**“Workroom”** means a place on the Site with limited access where a Client and a Freelancer can communicate when a Freelancer’s proposal has been accepted. The Workroom shall not be used for any purposes other than to facilitate communication and the exchange of information and documents between the parties involved. The Workroom is temporal and shall not be available for usage when a Job has been fully paid.

- 2.2. Capitalized terms used in the Terms of Service not defined in these General Terms of Service are defined in the other documents of Terms of Service or other requirements and guidelines available on the Site.

### 3. GENERAL PROVISIONS

- 3.1. These General Terms of Service are an integral and inseparable part of the Terms of Service.
- 3.2. The provisions of these General Terms of Service shall be applicable to all the documents comprising the Terms of Service notwithstanding if a clear reference is given in such document of Terms of Service, unless otherwise stated in respective document of the Terms of Service.
- 3.3. Unless otherwise specified, words importing the singular can also, where the context so requires, include the plural and vice versa. Similarly, words importing the masculine gender can, where the context so requires, include the feminine gender and vice versa. Words importing persons shall include legal and natural persons, and references to the whole shall also include the parts.
- 3.4. References to clauses, items, provisions as well as terms and conditions provided in those General Terms of Service or particular document comprising Terms of Service are references to clauses, items, provisions as well as terms and conditions of that particular document containing such reference unless specifically stated otherwise. Each time words “*include*” or “*including*” or words of similar meaning are used in those General Terms of Service or Terms of Service, it shall be regarded that they are followed by words “*without limitation*”.
- 3.5. The headings of clauses are used for convenience only and shall not affect an interpretation of those General Terms or Service and Terms of Service.

#### **4. THE TERMS OF SERVICE AND DOCUMENTS OF THE SITE**

- 4.1. The information, obligations, requirements, guidelines available on the Site as well as the documents linked below describe the terms and conditions on which you may use the Site, Site Services and services available on the Site (a further listing sequence does not mean granting of a priority to separate documents of the Terms of Service):
  - 4.1.1. General Terms of Service;
  - 4.1.2. Site Usage Policy;
  - 4.1.3. Privacy Policy;
  - 4.1.4. User Agreement;
  - 4.1.5. Form of the Services Agreement;
  - 4.1.6. Financial Terms.
- 4.2. In case of conflict between the information, obligations, requirements, guidelines available on the Site and provisions of the above indicated documents of the Terms of Service, the provisions of the above indicated documents of the Terms of Service shall prevail.

#### **5. ACCEPTANCE OF TERMS OF SERVICE AND ELIGIBILITY**

- 5.1. Please review the Terms of Service before using the Site. Any person, especially consumer, before becoming a User, should properly assess terms and conditions and requirements of the Terms of Service and his / her possibilities to keep to them, including if each term and condition and requirement of the Terms of Service is individually acceptable to him / her. All persons, especially consumers, are encouraged to well assess and analyze if the provisions of the Terms of Service governing an issuance, accounting and redemption of Credits, a usage of the funds received for Credits by Lingjob, a non-payment of interest to the Users in relation to Credits and funds received for Credits, non-existence of warranties and representations of Lingjob in relation to a Job and a Short Job and a quality of a Job and a Short Job or a result thereof, payment of the Fees, the Settlement Service, an applicable law, a dispute resolution, a limitation of our liability, our entitlement to revise, amend or annul any documents of the Terms of Service and (or) any Site Services and Lingjob Services. If any (at least one) term and condition and (or) requirement of the Terms of Service is not acceptable to you (this is especially important if you are a consumer), you shall not be allowed to become a User and to use the Site and the Site Services. Lingjob does not encourage consumers to become Users, therefore, the consumers, who have decided to become the Users, do become the Users exceptionally on their own initiative and

themselves undertake a risk of becoming the Users, including a risk in relation to effects of application of all provisions of the Terms of Service with respect to these consumers.

- 5.2. Any usage of the Site, including logging to the Site, being logged into the Site, browsing in the Site, collecting data and information from the Site, constitutes acknowledgment and acceptance of all provisions of the Terms of Service, except otherwise provided in a separate document of Terms of Service. If you have not registered on the Site yet and do not agree to any of these terms and conditions or other terms and conditions of the Terms of Service you should immediately cease to use the Site and (or) Site Services (notwithstanding the cessation of usage of the Site and (or) Site Services, the terms and conditions of the Terms of Service shall be applicable further with respect to legal relations that have emerged before the cessation of the usage of the Site and (or) Site Services (“primary legal relations”), and also with respect to legal relations that have emerged out of or in connection (“further legal relations”) to the primary legal relations, even if the further legal relations have emerged following the cessation of the usage of the Site and (or) Site Services). You are not allowed to use the Site and Site Services, if you are under the age of 18 or you are not able to form a legally binding agreement, or if your Account has been temporarily or indefinitely suspended or terminated.
- 5.3. No User may derogate from application of the Terms of Service in whole or in part by an agreement, a unilateral deed or otherwise, unless it is expressly allowed to derogate from particular provisions of the Terms of Service.

## **6. AMENDMENTS OF TERMS OF SERVICE AND SITE SERVICES**

- 6.1. Lingjob reserves a right to revise (including to modify, amend, supplement, cancel, annul) the Terms of Service or any part thereof and any linked information from time to time at its sole discretion without prior notice to you, however, Lingjob shall announce amendments of the Terms of Service publishing them on the Site or sending by email at its sole discretion. Revised Terms of Service, or any part thereof, shall be deemed effective and applicable from the moment they are published on the Site, except when such amendments provide otherwise. Lingjob shall not be responsible for any damages or adverse effects incurred by you or any third parties due to unawareness of any amendments of the Terms of Service. Therefore, we encourage you to check for any amendments of the Terms of Service periodically. If after any amendment of the Terms of Service or any part thereof you do not agree with respective changes, you are free to request termination of the usage of the Site. If no such termination request is provided by the User after 7 (seven) days of any amendment of the Terms of Service, you shall be regarded as having agreed to the respective amendments of the Terms of Service.
- 6.2. Reference to the Terms of Service or any document comprising the Terms of Service means a reference to a then valid edition of the Terms of Service or any document comprising the Terms of Service, unless clearly stated otherwise.
- 6.3. 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.

## **7. NOTICES AND COMMUNICATIONS**

- 7.1. Unless you otherwise indicate in writing or otherwise stated in particular document comprising the Terms of Service, we will communicate with you by email or by posting communications on the Site. You consent to receive communications from us electronically and you agree that these electronic communications are safe and satisfy any legal requirement as communications in writing. You will be considered to have received a communication when Lingjob sends it to the email address you have provided to Lingjob on the Site, or when Lingjob posts such communication on the Site. You must keep your email address updated on the Site, and you must regularly check this Site for postings.
- 7.2. All notices to Lingjob intended to have a legal effect to those General Terms of Service or the Terms of Service shall be in writing and delivered either in person or by a means evidenced by a delivery receipt, as follows: [info@lingjob.com](mailto:info@lingjob.com); address: A. Tumėno str. 4, Vilnius, Lithuania. Such

notices to Lingjob are deemed effective upon receipt.

## **8. APPLICABLE LAW AND DISPUTE RESOLUTION**

- 8.1. If mandatory provisions of the law of the Republic of Lithuania, including mandatory provisions of the European Union law, do not require otherwise, the General Terms of Service, the Terms of Services and separate documents comprising the Terms of Service, and legal relations arising out of or in connection with these Terms of Service (including matters concerning the conclusion, validity, invalidity, performance, termination of and rescission) shall be governed by and interpreted under the law of the Republic of Lithuania, whereof the European Union law is an integral part.
- 8.2. We and each and every User declare that we do not wish the application of the United Nations Convention on Contracts for the International Sale of Goods, made in Vienna in the year 1980 with respect to the Terms of Service, legal relations arising out of or in connection with the Terms of Service (including matters concerning the conclusion, validity, invalidity, performance, termination of and rescission), and we and each and every User refuse for it to be applied.
- 8.3. All and any disputes, controversies and claims arising out of or relating to the Terms of Service, their breach, termination, rescission or validity shall be resolved according to the order established in laws of the Republic of Lithuania at the courts of the Republic of Lithuania at place of registered office of Lingjob, except when provisions of the particular document of the Terms of Service provide otherwise. In such case, all and any disputes, controversies and claims arising out of or relating to the particular dispute shall be resolved according to the order established in the particular document of the Terms of Service.
- 8.4. If the dispute arises out of or in connection with the Service Agreement between you and one or more Users, the dispute shall be resolved under the procedure set forth in the Service Agreement. For the avoidance of doubts, in case of such dispute, Lingjob shall not be liable and shall not be held liable for claims, demands, damage and losses (direct and consequential, known and unknown at the moment of signing of these General Terms of Service) of every kind and nature arising out of or in connection with such disputes, and you waive all your claims and demands to Lingjob in relation thereof, if such claims would exist or emerge.

## **9. TERMINATION (CANCELATION) OF TERMS OF SERVICE DOCUMENTS**

- 9.1. A relevant document of the Terms of Service shall become effective from the moment indicated in it and shall be effective until is terminated by Lingjob or you. The rules indicated in Section 7 of the User Agreement shall be applied with respect to termination (cancelation) of any document of the Terms of Service; if required, the said rules shall be revised by Lingjob so that they could be properly applied for termination (cancelation) of a relevant document of the Terms of Service. When at least one document of Terms of Services is terminated (cancelled), other documents of the Terms of Service shall be cancelled as well.
- 9.2. Your Account shall be automatically terminated (cancelled) and deleted (in accordance with the requirements indicated in the User Agreement, when the documents of the Terms of Service are terminated (cancelled). A termination of the Agreement shall not release any of the parties from performance of obligations, which arose before such termination (cancellation). Other non-financial and financial results of termination (cancellation) of the documents of the Terms of Service are established in the User Agreement and in the Financial Terms.
- 9.3. Termination of the Terms of Service documents shall not affect the validity of terms and conditions of the Terms of Service documents regulating the intellectual property rights, including the Intellectual Property Right, confidentiality, liability, applicable law and dispute resolution as well as the validity of other conditions thereof, if such conditions according to their essence survive after the termination of the relevant document of Terms of Service.

## **10. MISCELLANEOUS**

- 10.1. If any provision of a document of Terms of Service is contrary to the requirements of the laws or

upon their amendment becomes contrary, or is invalid due to other reasons, it shall not affect validity of the other provisions of a relevant document of Terms of Service. In such case it will be immediately substituted by Lingjob with a legally effective provision, which in its merits should correspond to purpose of the invalid provision and of the relevant document of Terms of Service.

- 10.2. You shall not be entitled to assign (transfer) any document of the Terms of Service and (or) your rights and obligations arising out of or in connection to it without the prior written and explicit consent of Lingjob. However, Lingjob shall be entitled to assign (transfer) without your additional consent (this provision shall be deemed as your sufficient consent) any rights and obligations under the Terms of Service documents to an entity merging (consolidating) with Lingjob or purchasing substantially all assets or stock of Lingjob. In case of such assignment the terms of the Terms of Service documents will be binding upon assignees. Any other unauthorized assignment shall be null and void and constitute a breach of these General Terms of Service.

## **11. CONTACT INFORMATION**

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

Email: [info@lingjob.com](mailto:info@lingjob.com);

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