

USER AGREEMENT

The following agreement (hereinafter - the “**User Agreement**” or the “**Agreement**”) provides rights and obligations of a User and of Lingjob related to the usage of the Site, Site Services and other services available on the Site.

This User Agreement is effective as of 10 May 2013.

1. GENERAL PROVISIONS

- 1.1. In this Site Usage Policy the capitalized terms and expressions shall have the meanings defined in the General Terms of Service.
- 1.2. We as well as each and any User shall be bound by the User Agreement and other documents of Terms of Service. By using the Site or performing online registration procedure on the Site you accept and signify that you have read and understood the User Agreement and other documents of Terms of Service, consent be bound by them and undertake to keep to them.
- 1.3. This User Agreement is an integral and inseparable part of Terms of Service.
- 1.4. Lingjob reserves a right to revise (including to modify, amend, supplement, annul) this User Agreement or any part thereof and any linked information in accordance with the rules established in the General Terms of Service.
- 1.5. 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.

2. ACCOUNT

- 2.1. To become a User and access Site Services and other services available on the Site you must register and create an Account following terms of the Site Usage Policy and Privacy Policy and other guidelines available on the Site. Registration for all Users (Clients and Freelancers) **is free of charge**. You cannot register for more than one Account without express written permission of Lingjob. Please note that Lingjob shall have an absolute discretion as whether to accept or not to accept a particular applicant.
- 2.2. You are obliged to handle your login data with care, to process it confidentially and to prevent abuse of the login data by third parties. Login data must be protected against unauthorised disclosure, alteration or unauthorised access. In such case, you must report to Lingjob on any unauthorised use of your login data or Account.
- 2.3. The Account is bound to you and you may not transfer it to third party without express written permission of Lingjob. Also you are not authorized to allow third parties to access your Account by using your login data, unless explicitly approved by Lingjob.
- 2.4. You are responsible for the information provided on your Account, its accuracy and for what occurs on your Account.

3. USE OF THE SITE AND GRANTING RIGHTS

- 3.1. The Site allows you to post your User Content. You are solely responsible for your User Content that is uploaded, published, displayed, linked to or otherwise made available (posted) through the Site, and you agree that Lingjob is not responsible for any User Content. The User confirms that whether or not such User Content is published, Lingjob does not guarantee protection of confidentiality of the User Content.
- 3.2. You guarantee that you are the owner of all rights related to the User Content and that you are legally capable of effectively granting the rights specified in Clause 11.6 of the Site Usage Policy to Lingjob. Furthermore, you guarantee that the use of the User Content in the scope of this Agreement and other Terms of Service as well as the granting of rights related to the User Content to Lingjob does not violate any rights or lawful interests of third parties.

- 3.3. You understand and agree that by using the Site you may be exposed to another User Content that may be inaccurate, offensive, indecent, objectionable, inappropriate or illegal. User, who displayed or misused such User Content shall be solely responsible for any loss or damage of any kind that occurs as a result of the use or effect of any User Content that is posted, sent, uploaded, downloaded, transmitted, displayed or otherwise made available or accessed through the Site. In any case Lingjob is not liable for any loss or damage, related to such User Content.
- 3.4. Lingjob is entitled to block access to individual User Content or to delete this content at any time. This shall apply, in particular, if such content is suspected of violating applicable laws or the rights of third parties, or if Jobs have been fully completed and paid-up.
- 3.5. All rights related to the Site belong to Lingjob, including, the Site's Intellectual Property Rights, Site's logo, data base, know-how, if not expressly provided otherwise in this Agreement, Site Usage Policy and other Terms of Service. Lingjob grants you the right to use the Site as well as all Lingjob rights indicated in this Clause following the terms and conditions of this Agreement, the Site Usage Policy and other Terms of Service.
- 3.6. Lingjob endeavors to provide uninterrupted and failure-free operation of the Site "as is" and available at the moment of the conclusion of this Agreement and allow Users access the Site and its content without any express or implied warranties and representations, including the implied warranties and representations of merchantability, accuracy, fitness for a particular purpose, name and non-infringement of the Site, etc. You understand and agree that it is not technically feasible for Lingjob to guarantee complete, uninterrupted (100%) availability of the Site all the time. This notwithstanding, Lingjob shall still endeavor to keep the Site available for as long as possible and you shall not have a right to file claims regarding the availability of the Site, and waive in advance any relevant claims, if they would exist or emerge. In particular, Lingjob reserves the right to restrict access to the Site, completely or partially, temporarily or permanently, due to maintenance works, capacity considerations and due to unforeseen events or circumstances, which are beyond Lingjob's control.
- 3.7. Also you are responsible for performance of daily backups of all data (e.g. profile data, Job descriptions, offers, completed Jobs or Short jobs etc.) related to use of the Site, Site Services and Freelancer Services to such extent as is necessary for you. For the avoidance of doubts, you agree and confirm that Lingjob is not responsible for backups of any such data and will not perform any backup services, unless explicitly agreed otherwise in writing.

4. RELATIONSHIP BETWEEN USERS

- 4.1. Only Users registered on the Site can take advantage of various Site Services. The Site contains features that enable registered Users (Clients and Freelancers) to cooperate as follows:
 - 4.1.1. **For Clients:** to post Short jobs, Jobs and requests for proposals, identify, hire Freelancer, manage agreements, rate Freelancer and pay Freelancer following the Financial Terms;
 - 4.1.2. **For Freelancers:** advertise capabilities, submit completed Short jobs, Jobs, proposals, get hired, manage agreements, invoice for completed Job or Short job, get rated by and receive payment from Clients following the Financial Terms.
- 4.2. Only Users are solely responsible for the submission or acceptance of a proposal, the conclusion of the Service agreement and the fulfillment of such agreement.
- 4.3. Upon the Freelancer's submission of its proposal for a Job or of a result of completed Short job on the Site and the Client's award of Freelancer's proposal or completed Short job on the Site, it shall be deemed that the Client agrees to purchase, and the Freelancer agrees to deliver the Freelancer Services under accepted proposal's or completed Short job's price and other term following the terms and conditions of the Services Agreement and Financial Terms.
- 4.4. Except expressly provided otherwise, the terms and conditions of this Agreement, the Services Agreement, Financial Terms and other Terms of Service are mandatory and may not be modified by the parties of the Service Agreement. For the avoidance of doubts, a Freelancer and a Client shall have the right to modify by their agreement only the deadline and (or) the price of the agreed Job being performed by the Freelancer by making modifications in the Workroom where they are obliged

to indicate a new agreed price and (or) deadline following the Site Usage Policy, Financial Terms and other guidelines available on the Site. Notwithstanding any other provision of the Terms of Service, the User (a Client or a Freelancer) agrees not to enter into any contractual provisions or Job terms and conditions in conflict with the indicated mandatory terms. Any provisions of the agreements by the parties that conflicts with or modifies the mandatory terms and conditions shall be null and void while the other provisions of such agreement shall remain valid and binding.

- 4.5. Right, obligations and responsibilities of the parties of the Service Agreement are set forth in the Services Agreement. If another party of the Services Agreement breaches any obligation to other party, this party is solely responsible for enforcing and assertion of any rights that it may have. For the avoidance of doubt, Lingjob has no responsibility for enforcing and assertion of any User's rights.

5. RELATIONSHIP WITH LINGJOB

- 5.1. Lingjob hosts, maintains, manages the Site, provides Users with the necessary infrastructure for the use of the Site, also provides Settlement Service and other Site Services, however in any case Lingjob is not acting as representative of any User (unless it is specified otherwise in the Financial Terms or other Terms of Service) and shall not become a party of any agreement concluded between a Client and a Freelancer.
- 5.2. This Agreement, any registration on the Site or subsequent use of the Site will not be construed as creating or implying any relationship or agreement between User and Lingjob for franchise, partnership or joint venture, except explicitly agreed otherwise.
- 5.3. Lingjob does not verify any information given by Users and provided on the Site, nor does Lingjob perform background checks on Users, except otherwise provided in other document of Terms of Service or other requirements and other guidelines available on the Site. Also Lingjob has no control over and does not guarantee:
 - (1) the legal capacity of any User;
 - (2) the quality, safety or legality of any proposal or Freelancer Services advertised;
 - (3) the legality, truthfulness or accuracy of Short job, Job, ratings;
 - (4) the qualifications or abilities of Freelancers to deliver Freelancer Services or abilities of any User to complete a concluded agreement.
- 5.4. A User, which is a Client, shall settle with Freelancer, who is identified through the Site by using Settlement Service under the Financial Terms, so that a proper functioning of the Site Services, a proper settlement of the Client with the Freelancer and a proper payment of Fee to Lingjob is ensured.
- 5.5. Each User acknowledges and agrees that Lingjob earns its Fees following the terms and conditions of the Financial Terms, regardless of whether the settlements are made using Settlement Service or not. Each user is obliged not to take any action directly or indirectly to circumvent the Fees. Each User is obliged to notify Lingjob immediately, if the other User solicits payment without using the Settlement Service.

6. LINGJOB FEES, PAYMENT TERMS AND CONDITIONS

- 6.1. The amounts of Fees as well as payment terms, and terms and conditions are set forth in Financial Terms.
- 6.2. Lingjob also may offer additional Site features or services for additional Fee which will be applicable upon terms and conditions of the additional agreement between Lingjob and a User.

7. VALIDITY, TERMINATION, SUSPENSION OF THE AGREEMENT AND ACCOUNT

- 7.1. This Agreement shall become effective from the moment indicated in Clause 1.2 of this Agreement and shall be effective until is terminated by Lingjob or you under the terms of this Section.

- 7.2. You may delete your Account or terminate this Agreement at any time without stating a reason. However, such Account deletion or termination of the Agreement do not exempt you from the obligations arose before such deletion or termination. If this Agreement is properly terminated, the Account is automatically terminated and deleted, and (1) Lingjob shall continue performing those Lingjob Services necessary to complete any open transaction between the User and Lingjob or another User; and (2) you shall continue to be obligated to pay any Fees and other amounts to Lingjob for any Site Services, including Settlement Service accrued, but unpaid as of the date of termination.
- 7.3. Without limiting other remedies, Lingjob may issue a warning or temporarily suspend, indefinitely suspend or terminate your access to Account or a Job, or refuse to provide any or all Site Services to you, or provide registration to you on the Site, or terminate this Agreement and take required technical and legal steps, if:
- (1) you breach any term and condition of this Agreement or any other provision of Terms of Service;
 - (2) Lingjob suspects or becomes aware that you have provided false or misleading information; or your actions on the Site may cause legal liability for Lingjob and (or) are contrary to the interests of the Site, Lingjob or other third person;
 - (3) you are not registering on, otherwise accessing and (or) using your Account for 12 (twelve) or more subsequent months.

Notwithstanding any other provision of this clause, you agree that Lingjob shall unilaterally decide on whether this clause or part of it is applicable and you undertake to accept any decision of Lingjob as legitimate and fair and you must not continue to use the Site under the same Account, a different Account or reregister under a new Account, if not explicitly permitted by Lingjob. In addition, the breach of this Agreement, other Terms of Service or rights of other third persons may be prosecuted to the fullest extent of the law and may result in additional penalties and sanctions.

- 7.4. When your Account or this Agreement is cancelled or terminated for any reason, you may no longer have access to data, messages, files and other material you keep on the Site. The material may be deleted along with all your previous posts and proposals.
- 7.5. The financial consequences in case of cancelation or termination of the Account or this Agreement are set forth in the Financial Terms.
- 7.6. You agree that Lingjob is not and will not be responsible for any loss you may incur as a result of Lingjob taking any of the actions described above in this Section of the Agreement.
- 7.7. The following Sections survive any termination of this Agreement: ACCOUNT; USE OF THE SITE AND GRANTING RIGHTS; RELATIONSHIP WITH LINGJOB; LINGJOB FEES, PAYMENT TERMS AND CONDITIONS; LIABILITY; DISPUTE RESOLUTION; INDEMNITY; MISCELLANEOUS. Also the termination (cancellation) of this Agreement shall not affect the validity of the other provisions of this Agreement, which according to their essence remains in force after the termination or expiry of this Agreement.

8. LIABILITY

- 8.1. If you breach obligations under this Agreement or other Terms of Service, you will be obliged to compensate Lingjob or other third party the damage and reimburse all and any losses, expenses and costs incurred by the Lingjob or third party due to such breach. Reimbursement of losses does not exempt you from the further fulfilment of the obligations undertaken by this Agreement or other Terms of Service.
- 8.2. In no event shall Lingjob or Third-party Service providers be liable under this Agreement to you or third party in any form of liability, for:
- 8.2.1. any indirect or incidental damages that may be incurred;
 - 8.2.2. any loss of income, loss of business opportunities or loss of goodwill, business or profits

(whether direct or indirect) that may be incurred; and

- 8.2.3. any claim, damage, or loss which may be incurred by as a result of any your agreement with other Users or other transactions involving the Site.
- 8.3. In the event of liability, Lingjobs' total liability to indemnify or pay compensation under or in relation to this Agreement to you, shall be limited to all Fees and (or) other amounts received by the Lingjob from the respective User within 6 (six) months before such breach.
- 8.4. If applicable mandatory provisions of laws provide otherwise, some or all of these limitations and exclusions indicated in this Section may not be applied.
- 8.5. A civil liability shall not apply to the parties to this Agreement for the failure to perform, undue performance or any delay in performance of any obligation hereunder, except for the User's obligation to pay Fees to Lingjob, due to irresistible force (*force majeure*) circumstances, which shall be determined according to the requirements of the applicable law. The time for performance of the parties shall be extended by the period of time such circumstances exist.

9. DISPUTE RESOLUTION

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

10. INDEMNITY

- 10.1. You shall release Lingjob from any liability and indemnify Lingjob from and against any and all losses, costs, expenses, damages incurred by Lingjob and arising from or related to any cause of action, claim, suit, law or other proceeding, demand and (or) action brought by a third party against Lingjob:
- 10.1.1. in connection with your use of the Site Services or Freelancer Services, including any payment obligations; and (or)
- 10.1.2. resulting from:
- (1) your use of the Site, posting of a Job or Short job or their result on the Site;
 - (2) your decision to supply personal financial information on the Site;
 - (3) your decision to submit postings, queries (invitations to provide proposals) and accept proposals from other Users;
 - (4) any breach of the Services Agreement or other claims made by a User with which you conducted business through the Site;
 - (5) your breach of any provision of this Agreement or other Terms of Service;
 - (6) any liability arising from the tax treatment of payments or any portion thereof.
- 10.2. Any your indemnification to Lingjob under the Item 10.1 of this Agreement shall be conditioned on that Lingjob:
- (1) promptly notified you in writing of any such claim, demand, action, cost, expenses, liability, damage, loss or threat of any thereof;
 - (2) cooperated with you in the defense process or settlement thereof; and
 - (3) allowed you to control such defense or settlement. Lingjob shall be entitled to participate in such process through its own counsel at its own cost and expense.

11. CONTACT INFORMATION

- 11.1 If you wish to report a violation of this Agreement, have any questions or need assistance, please

contact Lingjob Customer Support Center as follows:

Email: info@lingjob.com;

Phone: +370 656 67797 (Mon – Fri, 7.00 – 16.00 UTC).