

Terms and Conditions

Article 1 - Definitions

In these Terms and Conditions, the terms below have the following meaning:

- a. **"Freelance for Business", "we", "us", "our"** : Gentrepreneur Company CVBA, with company number 0633.692.189, in the capacity of owner and manager of the Website freelanceforbusiness.be and the Platform "Freelance for Business".
- b. **"Website"** : the website that can be reached via the domain name freelanceforbusiness.be as well as all sub and top level domain names related to this domain name.
- c. **"Platform"** : our online portal "Freelance for Business" - including the Website, the underlying systems, hardware and software - to which Users have access and through which we provide our services to Users. These services are aimed at enabling Users to post Projects and / or respond to Projects.
- d. **"Project"** : (package of) services that a Client wishes to have performed by a Freelancer, with the help of the Platform.
- e. **"User", "you", "your"**: Clients, Freelancers and other persons who use the Platform.
- f. **"Client"** : any company, natural or legal person, who uses the Platform to place calls, to come into contact with Freelancers and to have them perform.
- g. **"Freelancer"** : any company, natural or legal person, who uses the Platform to offer or deliver services to Clients.
- h. **" Conditions "** : these terms and conditions.
- i. **"Intellectual property rights"** : all brands, logos, trademarks, internet domain names, drawings and models, patents, copyrights (including software) and moral rights, rights with regard to databases, topographies of semiconductor products ("chips"), know-how and other rights, as well as all other industrial and intellectual property rights, regardless of whether or not they are registered and including pending registrations and all equivalent rights or protective equipment that produce comparable results anywhere in the world.

Article 2- Scope and general provisions

§ 1. These Terms and Conditions apply to all agreements, legal acts and actual acts between us and you as a User.

§ 2. By using the Platform and / or by registering with us as a Client and / or Freelancer, you acknowledge that you have read and accepted these Terms and Conditions and the Privacy Statement without reservation. The Privacy statement can be consulted on [freelanceforbusiness.be/privacy] The use of a Stripe account is governed by the general terms and conditions of Stripe (can be consulted via <https://stripe.com>).

§ 3. The general terms and conditions of the User are expressly not applicable.

§ 4. The Platform is intended solely for use for business purposes and is not intended for consumers. The Users comply with the legal obligations (including fiscal, social and economic law) that arise from the use they make of the Platform and the funds that they pay or receive as a result thereof.

§ 5. Other terms and conditions apply only if both parties are bound by a written special agreement that explicitly and unambiguously states that the parties want to change or replace these Terms and Conditions.

§ 6. If and insofar as any provision of these Terms and Conditions is declared invalid or otherwise not applicable, the parties remain fully bound by the other terms and conditions. The parties will adopt a new provision as a replacement, which will resume the purpose of the original provision as much as is legally possible.

§ 7. The fact that Freelance for Business at any given time does not claim compliance with one or more provisions of the Terms and Conditions cannot be interpreted as a collapse by Freelance for Business to invoke it later.

§ 8. Freelance for Business has the right to change or supplement the Conditions unilaterally at any time. Such changes also apply to existing Users, with due observance of a period of thirty (30) days after notification of the change via the Platform, the Website and / or e-mail. This period can be shortened in urgent cases, such as (imminent) abuse, government acts or force majeure. If a User does not wish to accept the amended Terms and Conditions, he must inform Freelance for Business within the aforementioned period and discontinue use of the Platform from the date of entry into force of the amended Terms and Conditions.

§ 9. All rights, as stipulated in these Conditions and in any special agreements with the User, are likewise stipulated for the benefit of intermediaries and third parties engaged by or on behalf of Freelance for Business.

§ 10. A User cannot transfer his rights and / or obligations towards Freelance for Business to a third party without our prior written permission.

§ 11. The contractual relationship between Freelance for Business and a User will be governed by Belgian law and only the courts of Ghent have jurisdiction over disputes and disputes arising from these Terms and Conditions.

§ 12. In the event of incompatibility or inconsistency between the Dutch version and any translation thereof, the Dutch version shall prevail.



Article 3 – The role of Freelance for Business

§ 1. Freelance for Business is an online marketplace that allows registered Users to come into contact with each other in order to offer and / or accept legal Projects, at any time and in various ways.

§ 2. Freelance for Business only has a facilitating role in bringing supply and demand together. As a result, we are not a party to transactions and / or agreements between Clients and Freelancers, nor are we a broker, commissioner, contractor, employment agency, employer, contractor of Projects or anything of this nature.

§ 3. Freelance for Business makes every effort to find competent freelance profiles in the regions indicated on the Platform, whether or not after a personal interview. However, Freelance for Business is not obliged to do so, offers no guarantee whatsoever and is not liable for this.

Article 4 – The working method of the Platform

§ 1. Through the menus and submenus of the Platform, clients can select the Project that best suits their needs free of charge. The Platform can display a minimum rate or estimated rate per Project, but this is always indicative and never binding.

§ 2. After selecting the desired Project, Clients receive an overview of Freelancers in their region whose profile best matches the selected Project. Clients can view the profile page of each Freelancer for additional information. The Platform can display a rate per Freelancer (eg price per hour excl. VAT), but this is always indicative and never binding.

§ 3. Clients can select a Freelancer from the aforementioned overview and contact them to request a quote for a Project. The Freelancer then has the choice to refuse the proposed Project or to make an offer for the Project. Before making a quotation, the Freelancer can also request additional information in order to form a good picture of the value of the proposed Project. The aforementioned quotations are not binding.

§ 4. After receiving a possible quotation, the Client can choose to accept it, to refuse it or to make a counter-offer that is not binding. If the Client and the Freelancer reach an agreement on the description of the Project and the rate, an agreement will arise between them to which they are bound.

§ 5. Clients have access to the profiles of Freelancers that are relevant to the field selected by the Client. Freelancers only have access to any public Projects and Projects that are specifically shared with them. Freelancers do not have access to the profiles of other Freelancers in that capacity.

§ 6. To be able to receive or send payments, the Client and Freelancer use the online platform Stripe.

§ 7. Users give Freelance For Business permission to compile invoices and send them in their name. Users can view and download the invoices via the dashboard.

Article 5 – Relationship Freelance for Business and User

§ 1. Users guarantee that they are authorized to use the Platform. Users also guarantee that when using the Platform - including when offering, delivering or communicating about Projects - they will comply with the applicable legislation and, where appropriate, deontology.

§ 2. Users guarantee to each other and to Freelance for Business that the information they provide, such as their (company) name, company number and contact details, is complete, correct and up-to-date. The use of pseudonyms, aliases or nicknames is prohibited.

§ 3. Users accept and bear the risk that Freelance for Business will not be able to establish the identity of Users with certainty. Users are always obliged to check the identity and reliability of another User.

§ 4. Freelance for Business has the right to change or terminate (the content of) its services and Platform at any time without giving reasons. Users also accept that Freelance for Business has the right to delete or change users' accounts, profiles or content without stating reasons, such as in the event of a violation of these Terms and Conditions, when mentioning or referring to matters that are prohibited by law or deontologically, issues that may violate our or third party rights, issues that may be misleading or fraudulent, fail to our own understanding to meet the objectives of the Platform, issues that may damage our reputation, as well as when a User didn't use the platform for longer than 12 months

§ 5. Freelancers accept that their positioning on the Platform depends on various variables and that they cannot claim any rights in that regard.

Article 6– Client and Freelancer relationship

§ 1. If a Client and a Freelancer enter into an agreement with regard to a Project, then Freelancer For Business is not a party to this agreement. The Client and the Freelancer are always responsible for evaluating the suitability of a Project, Client or Freelancer. The Client and the Freelancer are themselves fully responsible for negotiating, recording and enforcing all necessary conditions of the service in good faith. Freelance for Business is not responsible or liable for the conforming performance or quality of the services offered, nor for any guarantees, references, complaints, delivery times, delivery times, payment terms, payments, and the like.

§ 2. Clients and Freelancers can lay down the precise conditions of their agreement regarding the Project in a written agreement. Freelance for Business can play a facilitating role in this, for example by offering contract models and other facilities for (aspirant) entrepreneurs. Users use those models and facilities at their own responsibility and risk. We do not accept any liability for the content or use of those models and facilities.

§ 3. The Client and the Freelancer may agree conditions with regard to confidential information. Insofar as they do not agree otherwise, they will maintain absolute confidentiality vis-à-vis third parties before, during and after the term of a Project, with regard to all confidential information about the operation of their co-party, unless that information is generally known, or the disclosure thereof is legally binding. is required. In addition, they will immediately destroy, delete and / or return that confidential information and any copies in their possession at the request of their co-party.

§ 4. If a User has a dispute with another User, he or she must come to a solution himself. Freelance for Business is not involved in such disputes. Users indemnify Free-lance for Business (and all its employees) from any claims or claims regarding such disputes.

Article 7- Payments

§ 1. If a Client and Freelancer enter into an agreement regarding a Project, the Client will owe Free-lance for Business a fee. This compensation is equal to a commission of 20%, calculated on the total price of the Project, including the value of any additional work that was not included in the original quotation. Freelancers can also opt for a fixed subscription of 75 per month.

§ 2. The Client is always obliged to integrally pay the total price that it corresponds to a Freelancer and to the Stripe third-party account in advance. That amount is kept there until one of the following events occurs:

- a) **The Project will be delivered in full:** the amount is transferred to the Stripe account at the request of the Freelancer.
- b) **90 calendar days expire**, to be calculated from the day after the conclusion of the agreement between the Client and Free-lancer, without the Project being fully completed: the amount will be transferred to the Stripe account of the Freelancer. The Client accepts that this period is sufficient to check the conformity of the agreement, even if the Project has not (fully) been delivered.
- c) **Client and Freelancer terminate their agreement in mutual consultation:** they establish among themselves how this amount is distributed among them. Freelance for Business nevertheless remains entitled to the full reimbursement as referred to in § 1.
- d) **The Client terminates the agreement early:** the Freelancer is entitled to 40% and the Client to 50% of the total price of the Project. The remaining 10% belongs to Freelance for Business as a commission. The commission referred to in § 1 expires and is repaid to the Client after debt compensation.
- e) **The Freelancer terminates the agreement early:** the Client is entitled to a refund of 100% of the total price of the Project. Freelance for Business is entitled at the expense of the Client on transaction costs equal to 3 percent of the total amount. The commission referred to in § 1 expires and is repaid to the Client after debt compensation.
- f) **The Freelancer dies, becomes incapacitated, dissolved, goes bankrupt, or commits a serious breach of contract :** a) the Client is entitled to a refund of 100% of the total price of the Project. Freelance for Business is entitled at the expense of the Client on transaction costs equal

to 3 percent of the total amount. The commission referred to in § 1 expires and is repaid to the Client after debt compensation.

- g) g) The Client dies, becomes unable, is dissolved, goes bankrupt or commits a serious breach of contract:** the amount is transferred to the Stripe account at the request of the Freelancer. Freelance for Business remains entitled to the full reimbursement as referred to in § 1.

§ 3. The Users agree that no interest is due on the funds that Freelance for Business processes, with or without the intervention of third parties such as Stripe. Freelance for Business can receive interest on these funds. We are not liable for any loss of interest on those funds. We are neither responsible nor liable for any other processing of payments by third parties such as Stripe.

§ 4. Freelance for Business has the right to refuse payments or transactions whose origin can be considered suspicious or fraudulent. In such situations, Freelance for Business will take all measures within its power to ensure that such funds are refunded immediately. Users who received funds from a suspect or fraudulent origin may be required to immediately refund such funds.

§ 5. If a User violates these Terms and Conditions, Freelance for Business has the right to withhold any balances in his favor, among other things to settle any outstanding debts that this User has with us (including any damages).

Article 8– Force of the majority

§ 1. If Freelance for Business is unable to meet its obligations, timely or properly due to force majeure, then we have the right to suspend our obligations without being liable for damages, until we are still able to fulfill them. come. As soon as a situation of force majeure occurs, we will immediately inform the relevant Users.

§ 2. Force majeure means any circumstance that is independent of the will of Freelance for Business and that is outside our sphere of influence and that permanently or temporarily prevents the fulfillment of our obligations. Reference is also made to what the case law accepts as being force majeure. Force majeure means in any case: a shortcoming of engaged third parties, strike, lock-out, government measures, power failures, more than usual traffic delays, epidemiological illness among our employees, technical malfunctions, whether or not due to viruses or attacks , as a result of which the Platform does not function properly or not fully, as well as every situation where we cannot actually exercise (decisive) control.

Article 9 - Communication

§ 1. Freelance for Business communicates with Users via electronic mail, unless and to the extent that they are deviated from in the Terms and / or the applicable legislation. The files stored by us serve as proof of any communication, unless the User proves otherwise. The date of sending the electronic communication by Freelance for Business is considered to be the date of notification of the communication.

§ 2. Users are required to adequately secure their own systems, login data and passwords, to prevent unauthorized access or unauthorized use by third parties.

§ 3. The User agrees to place their contact details (such as e-mail addresses, telephone numbers, websites, social media, addresses, etc.) only in places where the Platform asks them to do so. Contact details in other places are prohibited.

§ 4. Freelance for Business makes an internal communication system available to Users via the Platform.

§ 5. Users may not use the Platform for other (commercial) purposes other than activities that are directly related to the purpose of the Platform. Users may not share advertisements and hyperlinks via the Platform without this being related to the purpose of the Platform. Users may in no way copy, store and / or transfer data from the Platform to third parties without the prior written approval of Platform and the relevant User (s).

§ 6. Freelance for Business is the first point of contact for all matters relating to the Platform or the Website. Users are also required to report any abuse, in particular by other Users, to us.

Article 10 – Liability

§ 1. In the event of an attributable error by Freelance for Business and / or its employees, we are only liable for repairing the foreseeable, direct and personal damage suffered by a User, to the exclusion of all indirect, intangible or consequential damage or loss due to lost turnover. or profit.

§ 2. Except in the case of intent or fraud by Freelance for Business and / or its employees, our liability is in all cases limited to a maximum of the amounts that the User has paid to us in the three months prior to the cause of the damage. or is due.

§ 3. Freelance for Business is neither responsible nor liable for the actions or omissions of a User via or in connection with the Platform or otherwise. Nor are we obliged to check (inter alia, the reliability, availability, description or conforming execution) of content that Users post, nor are we liable for this.

§ 4. The Users accept and bear all risks associated with the open nature of the Platform and the online environment. Freelance for Business offers no guarantee whatsoever regarding any defect related to intrusion on computer systems, the presence of software that can threaten the security of computer systems (such as errors, viruses, malware, spyware, ransomware, etc.) or errors that affect certain functions of the Platform. can affect.

§ 5. The User accepts that Freelance for Business is not liable for any damage suffered by the User as a result of the User or third parties not having access to the Platform, as a result of malfunctions, compatibility problems, software errors, incomplete or incorrect transfer of information or due to any shortcoming on our part in the performance of our services, except in the case of intent or fraud on our part.

§ 6. The User fully indemnifies Freelance for Business and its employees for any possible third-party claim in connection with any use by the User of the Platform, for example in connection with content posted, services purchased or services provided by the User. performance.

§ 7. The User is liable for all damage that Freelance for Business and / or its employees would suffer as a result of errors or negligence attributable to the User in the fulfillment of its obligations arising from these Terms and Conditions and the applicable legislation.

§ 8. Contrary to the legal limitation periods, the limitation period of all claims and defenses of the User against Freelance for Business and its employees amounts to one year.

Article 11 - Intellectual Property

§ 1. With the exception of documents, information, content and other elements that the User uploads, all Intellectual Property Rights and other titles and interests in the content, technology, software and databases related to the Platform belong to Freelance for Business. The User may not copy, modify, make known, distribute or otherwise use the aforementioned items in whole or in part for our purposes other than the Platform's purposes without our prior written permission.

§ 2. Freelance for Business grants the User a non-exclusive, non-transferable and non-sublicensable user right to use the Platform within the limits of these Terms and Conditions. Nothing in these terms and conditions can be interpreted as an express or implied transfer of Intellectual Property Rights from us to a User.

§ 3. The User indemnifies Freelance for Business against breaches of Intellectual Property Rights of third parties by the User.

§ 4. By placing content on the Platform, the User gives Freelance for Business worldwide permission to store and use this content in the context of offering the Platform.

§ 5. Every time a User uploads or uses content that is subject to Intellectual Property Rights of third parties, the User guarantees that he has the necessary rights to do so. The User accepts that Freelance for Business does not exercise any control or advice in connection with the Intellectual Property Rights of third parties.

Article 12 - Personal data

§ 1. Freelance for Business processes Users' personal data for: (1) providing our services to Users via the Platform including related communications, based on our contractual relationship as a result of your use, and (2) for sending marketing and personalized advertising based on our legitimate interest in doing business.

If you do not want us to send your data with a view to direct marketing, it is sufficient to communicate this via hello@freelanceforbusiness.be. You can always ask via that address which data we process about you and correct or have it processed, delete or request to transfer them.

Do you disagree with the way we process your data? Then we invite you to contact us first. You can then always contact the Data Protection Authority (www.gegevensbeschermingsautoriteit.be). A more complete overview of our data processing policy can be found on [freelanceforbusiness.be/privacy].



§ 2. By providing (personal) data on the Platform, the User gives us permission to process it in connection with the purpose of the Platform and the User guarantees that he is authorized to give that permission.

§ 3. Users may only use the personal data they obtain through the Platform for the purpose for which they were provided, in particular bringing together supply and demand through the Platform and for the contractual, financial and administrative processing of an Assignment. The processing and collection of that data for any other purpose is prohibited, subject to the prior written consent of the person whose personal data it is.

Article 13 - Disclaimer

§ 1. Freelance for Business has compiled the content of the Platform with the greatest possible care. Nevertheless, inaccuracies may occur, in which case we will endeavor to rectify them as quickly as possible. All content related to Users, Assignments and quotes, however, comes from the Users and we bear no responsibility or liability for this. Nor are we responsible or liable for any damage resulting from the use of the content of the Platform, nor for the content of websites referred to via the Platform.

§ 2. Freelance for Business does not offer any guarantee or guarantee as to the results that Users can obtain by using the Platform, nor as to the accuracy, accuracy or reliability of any information that can be found on the Platform or obtained through the Platform.

§ 3. Freelance for Business is entitled to adjust, change or supplement the Platform at any time without notice. We can also temporarily suspend or limit the Platform when this is necessary for example for maintenance or modification. In such cases, users are never entitled to any compensation.

