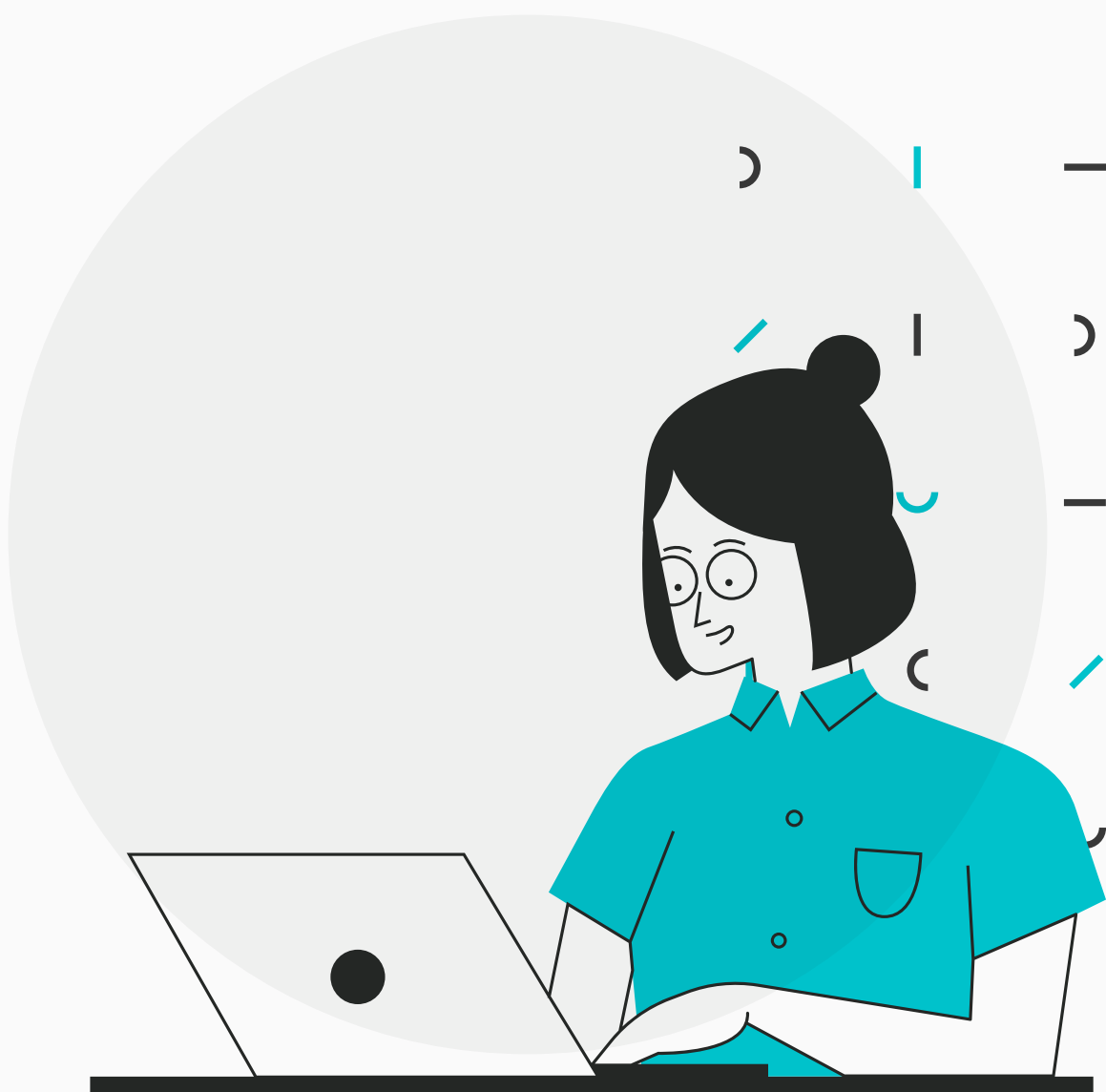


# Terms and conditions





## The terms and conditions that govern the use of Vappingo

Please read the following Terms and Conditions very carefully before accepting them. By logging in to Vappingo.com, you formally accept the Terms and Conditions of this freelance agreement. If you do not wish to accept these Terms and Conditions, please do not log in to your account.

### TERMINOLOGY

"Account" is an electronic record of all Products submitted by the Freelancer, all communication between the Company and the Freelancer, all payments made from the Company to the Freelancer, and all personal information about the Freelancer held on file by the Company.

"Company" means the owning entity of Vappingo (Moo Media Limited). The Company is engaged in the business of electronic commerce and is not an employer, partner or joint venture of, or with, the Freelancer.

"Customer" is an individual or business who places a paid Order with the Company to obtain the Product according to his or her requirements.

"Due Balance" is the amount of earnings pending to be paid to the Freelancer for completed work.

"Freelancer" is an Independent Contractor engaged in an independent business. The Freelancer is not an employee, agent, partner, or joint venture of, or with, the Company.

"Order" is an electronic request from the Customer for a particular Product and/or service.

"Product" is a document in an electronic format, which is the final result of processing the Order.

"Self-Assign" refers to the process by which a Freelancer assigns an order from the system to their own Account with the understanding that they will take sole responsibility for delivery of the final Product.

"Termination of Account" refers to the discontinuation of the Freelancer's access to the Web Site and any further cooperation between the Freelancer and the Company.

"Terms" refers to these Terms and Conditions.

"Web Site" refers to [www.vappingo.com](http://www.vappingo.com).



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## TERMS AND CONDITIONS

The following Terms pertain to the use of this Web Site and the provision of the Product by the Freelancer on behalf of the Company.

By accessing this site or Self-Assigning an Order from the Web Site, you consent to be bound by these Terms. These Terms act as the entire agreement between the Company and the Freelancer with respect to its subject matter, superseding any prior negotiations and agreements.

The Terms may not be changed in any respect except by the posting of revised or amended terms by the Company on the Web Site. The publication of these policies on the Web Site functions in lieu of a signature to indicate the Company's acceptance of these provisions as a legally binding agreement between the Company and the Freelancer; the activation of an Account on the Web Site functions in lieu of a signature to indicate the Freelancer's acceptance of these provisions as a legally binding agreement between the Freelancer or Editor and the Company.

The Company reserves the right to modify these Terms at any time without notice and any such modification shall be effective immediately upon posting of the Terms on the Web Site.

The Company shall not be liable to the Freelancer, nor to any other person, in the event that all or any part of the Website is discontinued, modified or changed in any way.

This engagement shall commence upon the execution of this Agreement and shall continue in full force and effect upon, and up to, the closure or termination of the Account.



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## RELATIONSHIP

When working on Orders for The Company, the Freelancer shall act as a freelance, self-employed Freelancer and not an employee of The Company. The Company will pay the Freelancer a fee for each Order undertaken. This will not constitute a salary. The Freelancer will be solely responsible for the payment of any taxes or insurance contributions in his or her country of residence, and the Freelancer authorizes the Company to provide details of any payments made to the Freelancer to the appropriate government department or agency if required.

## FREELANCER OBLIGATIONS AND WARRANTIES

By creating an Account on the Web Site the Freelancer agrees that he/she will:

- Provide information for registration purposes or in response to data a request that is true, accurate and complete to the best of his or her knowledge,
- ensure that any information provided including, but not limited to, the application form and contact information are true, accurate and complete,
- be responsible for all use of the Web Site made by the Freelancer or anyone else using his or her username and password,
- keep his or her password confidential and prevent unauthorized use of his or her user name and password,
- operate under only one username and Account,
- keep strictly confidential all information disclosed to the Freelancer during the course of his/her use of the Website,
- not disclose, copy or reproduce any processes, designs, operating procedures, business methods and innovations utilized by the company during the term of this agreement, or at any time thereafter.
- indemnify, defend and hold harmless the Company against any and all losses, liabilities, damages, expenses or costs incurred or suffered and any claim or legal proceedings brought or threatened arising out of his or her use of the Web Site.

## FREELANCER OBLIGATIONS AND WARRANTIES CONTINUED

By Self-Assigning an Order the Freelancer confirms that:

- They will adhere to fair business policy, customer service and professional standards,
- they are qualified to complete the Order,
- they can meet the full requirements and deadlines of the Order,
- they will sign into the system at least once every twenty-four (24) hours to check for customer messages and emails and will make themselves available for communication over the phone during the hours of 9:00 a.m. and 7:00 p.m. in their respective time zone.
- they will be available by phone (landline or cellular/mobile) or Internet (Messaging system or Emails) at all times while they are working on the Order and will respond in a timely manner to all customer messages, emails and revision requests.

If, after Self-Assigning the Order, the Freelancer identifies that he or she may fail to meet the Order deadline, they must contact the Customer to request a deadline extension. Such contact must take place at least five hours prior to the document deadline (where possible). If the Customer refuses to extend the deadline the Freelancer should contact Support immediately to resolve the issue.

By submitting the Product to the Company, the Freelancer represents and warrants that the Work (or any part of it):

- Is plagiarism-free and original and is not owned by any third party fully or partially,
- where applicable, contains full and reliable citation and reference to any third party authors,
- has not been obtained by unlawful means,
- has not been previously published in any manner or medium, specifically including, but not limited to, print or electronic means,
- is delivered by the time set by the Company,
- complies with the Companies Product Policies and required formatting style.
- contains accurate and reliable information.



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## **TERMINATION OF ACCOUNT & PAYMENT REFUSAL**

Failure to complete Orders or meet deadlines, unsatisfactory work and failure to meet customer requirements, or plagiarism will result in revocation of membership and Termination of the Freelancer's Account.

The Company reserves the right to withhold full or partial payment for any Order which is substantially below the quality required, does not fulfill the client's brief or is plagiarized, and which the Freelancer refuses, or is unable, to improve within the Order deadline. If the Freelancer provides work that is found to be plagiarized the Freelancer's Account will be immediately terminated.

Three (3) or more sequential instances of late Order submission, quality issues or failure to complete an Order within a twelve (12) month period will result in Termination of Account. Upon Termination of Account any outstanding payments to the Freelancer will be placed on hold for a period of six (6) weeks. During this period any losses experienced by the Company as a result of the Freelancer's failure to comply with these Terms and Conditions will be deducted from his or her Due Balance. After a period of six (6) weeks, any outstanding balance will be paid directly to the Freelancer.

The Company reserves the right to instantly terminate duplicate Accounts without prior notice. No reimbursements will be made for work completed under fake Accounts or duplicate Accounts.

The Company reserves the right to perform the following actions without notice: Terminate or disable the Freelancer's Account, Order, or any other information held within the Company's database or displayed on the Web Site; add, edit or remove any information held within the Company's database or displayed on the Web Site.

## REMUNERATION

Unless agreed otherwise, the Due Balance for completed Orders will be paid via PayPal. Payment will be made in US dollars on a monthly basis. Upon completion of the order, the system will automatically calculate the payment for the Order. Freelancers will be required to submit an invoice for the services rendered on the first working day of the current month. The Company will process all payments during the first working week of the same month.

The Company reserves the right to change the payment date due to sudden/unexpected circumstances/technical difficulties. In such case, Freelancers will be notified.

The Company has a right to offer, at its sole discretion, extra-benefits or bonuses to Freelancers who are deemed to be providing high quality work that exceeds expectations.

## REVISIONS

From time to time, the Customer may request that the Freelancer makes a revision to the completed Order. The Freelancer will provide such revisions without payment. There is no limit to revision requests, unless the customer adds/changes instructions on the order. Freelancers are strongly encouraged to follow all order details initially to avoid revisions. However, if the Freelancer believes that the revisions requested by the Client are too demanding or unjustified, the Freelancer will raise the issue directly with customer services as soon as possible.



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## COPYRIGHT

The Freelancer acknowledges that all developments and innovations conceived by him/her during this engagement relative to the duties under this agreement shall be the exclusive property of the Company; and the Freelancer hereby assigns all right, title, and interest in the same to the Company.

Any and all developments and innovations conceived by the Freelancer prior to the term of this Agreement, but utilized by the Freelancer in rendering duties to the Company, are hereby licensed to the Company for use in its operations for an infinite duration.

This license is non-exclusive, and may be assigned by the Company to a wholly owned subsidiary without your prior written approval.

By registering with the Company you are confirming that you are at least 18 years old at the time of such registration and capable of entering into a legal contract.

Your statutory rights are not affected by any of these Terms.

This agreement is governed by United Kingdom Law and the parties agree to submit to the exclusive jurisdiction of the UK courts.



