

# User Agreement (BETA)

Updated: 21st October 2017

## 1. Overview

This User Agreement (this "**Agreement**") is a contract between you ("**You**" "**Your**" or "**User**") and Intransic Pty Ltd ("**PayNinja**", "**We**," or "**Us**"). You must read, agree to, and accept all of the terms and conditions contained in this Agreement in order to use our website located at [payninja.co](http://payninja.co), [intransic.com](http://intransic.com) and [via.pn](http://via.pn) (collectively **Site**), all services, applications and products that are accessible through the website that link to or reference this Agreement ("**Site Services**") provided by us.

The **Site** is a platform where **Users** create and maintain **Freelancer Services** contracts. **Hirers** and **Freelancers** must be registered and have an active PayPal account ("**account**") in order to use the **Site**.

The **Site** enables **Users** to work together online to complete and pay for **Projects**, and to use the services that we provide. We are not a party to any contractual agreements between a **Hirer** and **Freelancer** in the online venue, we merely facilitate connections between the parties.

We may, from time to time, in our sole discretion, amend this agreement, Terms and Conditions and/or products, services or information described in the **Site**. However, we do not undertake to keep the **Site** updated. We are not liable to you or anyone else if any error occurs in the information on the **Site** or if that information is not current.

If the amendment includes an increase to Fees charged by PayNinja, PayNinja will provide at least 30 days' advance notice of the change, but may not provide any advance notice for changes resulting in a reduction in Fees or any temporary or promotional Fee change. Any revisions to the User Agreement will take effect on the noted effective date or when posted if there is no noted effective date (each, as applicable, the "**Effective Date**").

YOU UNDERSTAND THAT BY USING THE SITE OR SITE SERVICES AFTER THE EFFECTIVE DATE, YOU AGREE TO BE BOUND BY THE USER AGREEMENT.

## 2. Eligibility

You will not use the **Site** if you:

1. are not able to form legally binding contracts;
2. are under the age of 16;
3. a person barred from receiving and rendering services under the laws of Australia or other applicable jurisdiction;
4. are suspended from using the **Site**; or
5. do not hold a valid **Account**.

All user accounts are associated with individuals. Login credentials should not be shared by users with others. The individual associated with the account will be held responsible for all actions taken by the account, without limitation.

Subject to your local laws, a person over 15 but under 18 can use an adult's account with the permission of the account holder. However, the account holder is responsible for all actions taken by the account, without limitation.

Users may provide a business name or a company name, which is associated with the User's Account. Users acknowledge and agree that where a business name or company name is associated with their Account, this User Agreement is a contract with the User as an individual (not the business or company) and Users remain solely responsible for all activity undertaken in respect of their Account.

A company, corporation, trust, partnership or other non-individual corporate entity may be a User subject to an eligible corporate account which pays corporate subscriptions.

We may, at our absolute discretion, refuse to register any person or entity as a User.

You cannot transfer or assign any rights or obligations you have under this agreement without prior written consent.

## 3. Using PayNinja

While using the **Site** you will not attempt to or otherwise do any of the following:

1. infringe any laws, third party rights or our policies;
2. fail to deliver payment for services delivered to you;
3. fail to deliver Freelancer Services purchased from you;

4. circumvent or manipulate our fee structure, the billing process, or fees owed to PayNinja;
5. take any action that may undermine the feedback or reputation systems (such as displaying, importing or exporting feedback information or using it for purposes unrelated to the Site);
6. transfer your account (including feedback) and Username to another party without our consent;
7. distribute or post spam, unsolicited, or bulk electronic communications, chain letters, or pyramid schemes;
8. distribute viruses or any other technologies that may harm PayNinja, the **Site**, or the interests or property of PayNinja users (including their Intellectual Property Rights, privacy and publicity rights) or is unlawful, threatening, abusive, defamatory, invasive of privacy, vulgar, obscene, profane or which may harass or cause distress or inconvenience to, or incite hatred of, any person;
9. attempt to modify, translate, adapt, edit, decompile, disassemble, or reverse engineer any software programs used by us in connection with the **Site**;
10. copy, modify or distribute rights or content from the **Site** or PayNinja's copyrights and trademarks; or
11. harvest or otherwise collect information about Users, including email addresses, without their consent.

## 4. Escrow Services During Beta

During Beta, Escrow Services are managed through the use of the Intrinsic Pty Ltd PayPal account (PayNinja Escrow). All releases are strictly handled by our client support team.

PayNinja provides Escrow Services to Users to deliver, hold, or receive payment for a Project, and to pay service and administration fees to PayNinja.

- (a) **Hirer Escrow Account.** After entering into a Service Contract, the first time a Hirer makes a payment for a Project, PayNinja Escrow will establish and maintain a "Hirer Escrow Account" to hold funds for the Hirer to use to make payments for Projects, to receive refunds in connection with Projects, and to make payments to PayNinja for payment processing and administration fees.
- (b) **Freelancer Escrow Account.** After entering into a Service Contract, the first time a Freelancer uses the Site to receive payment for a Project, PayNinja Escrow will establish and maintain a

“Freelancer Escrow Account” for the Freelancer to receive payments for Projects, withdraw payments and service fees to PayNinja, and issue refunds to Hirers.

(c) Fixed-Price Escrow Account. When you enter into a Fixed-Price Contract, PayNinja Escrow will establish and maintain a “Fixed-Price Escrow Account” to receive, hold, and release payments pursuant to the Fixed-Price Escrow Instructions for the Engagement that is the subject of that Service Contract.

You hereby authorize and instruct PayNinja Escrow to act as escrow agent in connection with the Escrow Accounts and the payment, holding, and receipt of funds for each Projects and other specified purposes in accordance with the Terms of Service and the applicable Escrow Instructions.

## 6. Fees

The fees to use the Site are paid by both the Freelancer and Hirer. When a Hirer pays a Freelancer, or when funds related to a Project are otherwise released to a Freelancer as required by the applicable Escrow Instructions, PayNinja Escrow will credit the Freelancer Escrow Account for the full amount paid or released, and then subtract and disburse to PayNinja a service fee (the “Service Fee”). Freelancer and Hirer agree to pay PayNinja the Service Fee for using the Site’s payment services. Unless otherwise stated, all fees are quoted in United States Dollars.

## 7. Promotions

For a limited promotional period, PayNinja will provide 0% fee (“**Promotional Fee**”) to **Users** who enter into a **Service Contract** during our Beta Period. The **Promotional Fee** will be valid for life for all **Projects Users** enter into with the same **Hirer** and **Freelancer** of the **Beta Period**.

**Users** must be invited by PayNinja via email in order to qualify.

PayNinja reserves the right to withdraw the offer from any **User** at its sole discretion.

## 8. Content

When you give us content, you grant us a worldwide, perpetual, irrevocable, royalty-free, sublicensable (through multiple tiers) right to exercise any and all copyright, trademark, publicity, and

database rights (but no other rights) you have in the content, in any media known now or in the future.

You acknowledge and agree that: (1) we act only as a forum for the online distribution and publication of User content. We make no warranty that User content is made available on the Website. We have the right (but not the obligation) to take any action deemed appropriate by us with respect to your User content; (2) we have no responsibility or liability for the deletion or failure to store any content, whether or not the content was actually made available on the Website; and (3) any and all content submitted to the Website is subject to our approval. We may reject, approve or modify your User content at our sole discretion.

You represent and warrant that your content:

1. will not infringe upon or misappropriate any copyright, patent, trademark, trade secret, or other intellectual property right or proprietary right or right of publicity or privacy of any person;
2. will not violate any law or regulation;
3. will not be defamatory or trade libellous;
4. will not be obscene or contain child pornography;
5. will not contain the development, design, manufacture or production of missiles, or nuclear, chemical or biological weapons
6. will not contain material linked to terrorist activities
7. will not include incomplete, false or inaccurate information about User or any other individual; and
8. will not contain any viruses or other computer programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or personal information.

You acknowledge and agree that we may transfer your personal information to a related body corporate and your information may be transferred outside of Australia or the EEC-area. If you wish to withdraw your consent, you acknowledge and agree that we may be unable to provide you with access to the Site and PayNinja Services and may close your Account on PayNinja.

Information on the Site may contain general information about legal, financial, health and other matters. The information is not advice, and should not be treated as such. You must not rely on the information on the Website as an alternative to professional advice. If you have specific questions about any matter you should consult your professional adviser.

We provide unmonitored access to third party content, including User feedback and articles with original content and opinions (or links to such third party content). We only act as a portal and have no liability based on, or related to, third party content on the Website, whether arising under the laws of copyright or other intellectual property, defamation, libel, privacy, obscenity, or any other legal discipline.

The Site may contain links to other third party websites. We do not control the websites to which we link from the Site. We do not endorse the content, products, services, practices, policies or performance of the websites we link to from the Site. Use of third party content, links to third party content and/or websites is at your risk.

In relation to deletion or hiding of any information or content, using the Website to delete, hide or otherwise dispose of information does not imply permanent deletion of content or information. Information may be retained for a period of time to fulfil record keeping, regulatory, compliance, statistical, law enforcement and other obligations.

## 8. Taxes

You are responsible for paying any taxes, including any goods and services or value added taxes, which may be applicable depending on the jurisdiction of the services provided.

Depending on your residency or location, you may be subject to certain ad valorem or other taxes (for example, GST in Australia), on certain fees that we charge. These taxes will be added to fees billed to you, if applicable.

You acknowledge that you must comply with your obligations under income tax provisions in your jurisdiction.

Certain **Hirers** who are either registered or required to be registered for GST may be required to charge GST to Australian Consumers on certain projects. You will be notified and asked to confirm on award/accept of such projects the appropriate GST treatment.

## 9. Limits & Fraud Prevention

We reserve the right to suspend a User withdrawal request if the source of the funds is suspected to be fraudulent.

If we become aware that any funds received into an Account from another Account as a result of a fraudulent transaction, this will be reversed immediately. If those funds have already been released to you, you must pay the funds into your Account. If you do not do so, we may suspend, limit or cancel your account, or take action against you to recover those funds.

We may, in our sole discretion, place a limit on any or all of the funds in your Account (thereby preventing any use of the funds) if:

1. we believe there may be an unacceptable level of risk associated with you, your Account, or any or all of your transactions, including if we believe that there is a risk that such funds will be subject to reversal or chargeback;
2. we believe that the beneficiary of the payment is someone other than you;
3. we believe that the payment is being made to a country where we do not offer our Service; or
4. we are required to do so by law or applicable law enforcement agencies.

If you are involved in a dispute, we may (in certain circumstances) place a temporary limit on the funds in your Account to cover the amount of any potential liability. If the dispute is resolved in your favour, we will lift the limit on your funds and those funds may be released to you. If the dispute is not resolved in your favour, we may remove the funds from your Account. We may also place a limit on your account in circumstances where we suspect you of fraudulent or other unacceptable behaviour, while we investigate any such matter.

## 10. Refunds

You may ask for a refund at any time for any funds that you have paid into your Account except if the amount to refund relates to a Milestone Payment or relates to fees or charges payable to us.

If the amount the User has asked to refund relates to: (1) a Milestone Payment, the Dispute Resolution Process may be followed; or (2) our fees and charges, the process set out in the Clause "Disputes with Us" must be followed.

If we agree to the refund, the funds will be received by the User via the same payment method(s) that the User used to make the original payment to us.

We may refund funds to Users irrespective of whether a User has requested funds be refunded if: (1) we are required by law or consider that we are required by law to do so; (2) we determine that refunding funds to the User will avoid any dispute or an increase in our costs; (3) we refund funds to the User in accordance with any refund policy specified by us from time to time; (4) we find out that the original payment made by the User is fraudulent; (5) the User made a duplicate payment in error;

or (6) we consider, in our sole opinion, that it is likely that the refund of funds is necessary to avoid a credit card chargeback.

You can request a refund by emailing us at [support@payninja.co](mailto:support@payninja.co).

## 11. Right to Refuse Service

We may close, suspend or limit your access to your Account without reason. Without limiting the foregoing, we may close, suspend or limit your access to your Account:

1. if we determine that you have breached, or are acting in breach of, this User Agreement;
2. if we determine that you have infringed legal rights (resulting in actual or potential claims), including infringing Intellectual Property Rights;
3. if we determine that you have engaged, or are engaging, in fraudulent, or illegal activities;
4. you do not respond to account verification requests;
5. you do not complete account verification when requested within 3 months of the date of request;
6. you are the subject of a United Nations, Australian, EU, USA or other applicable sanctions regime, or our banking and payment relationships otherwise preclude us from conducting business with you;
7. to manage any risk of loss to us, a User, or any other person; or
8. for other reasons.

If we close your Account due to your breach of this User Agreement, you may also become liable for certain fees as described in this Agreement.

Without limiting our other remedies, to the extent you have breached this Agreement, you must pay us all fees owed to us and reimburse us for all losses and costs (including any and all of our employee time) and reasonable expenses (including legal fees) related to investigating such breach and collecting such fees.

You acknowledge and agree that: (1) the damages that we will sustain as a result of your breach of this Agreement will be substantial and will potentially include (without limitation) fines and other related expenses imposed on us by our payment processors and Users and that those damages may be extremely difficult and impracticable to ascertain; (2) if you breach this Agreement, we may take legal action against you to recover losses.



If we close your Account for a reason other than as a result of your breach of this Agreement, unless as otherwise specified in this Agreement, you will be entitled to receive any payment due from us to you.

In the event that we close your Account, you will have no claim whatsoever against us in respect of any such suspension or termination of your Account.

## 12. Milestone Payments

During Beta: Escrow is managed through the use of the Intrinsic Pty Ltd PayPal account. All releases are strictly handled by our client support team.

We provide a service on this Site which allows controlled payments to be made with respect to a service, called Milestone Payments.

Subject to the Contract, the Hirer can make a Milestone Payment, which will be locked from the Hirer's Account and cannot be claimed by the Freelancer until:

1. the Hirer and Freelancer agree that the funds can be claimed by the Freelancer;
2. if there is a dispute, the Hirer and Freelancer have concluded the Dispute Resolution Process and the Dispute is resolved in the Freelancer's favour;
3. the Hirer instructs us to pay a Freelancer for services performed by the Freelancer in respect of a Contract; or
4. the Hirer acknowledges that the Freelancer has completed the services fully and satisfactory.

If a Hirer does not approve of the Freelancer's work product, the parties may elect to resolve the issue under the Dispute Resolution Process.

If we have not received any instructions or dispute from a Hirer or Freelancer in respect of a Milestone Payment within six months or any other reasonable length of time after the day that the Milestone Payment was paid and the Hirer has not logged into their Account during that time, the Milestone Payment will be unlocked and released back to the Hirer.

## 13. Milestone Dispute Resolution Services

PayNinja offers Milestone Dispute Resolution Services to Users who have elected to use the Milestone Payment feature. You agree and acknowledge that: (i) PayNinja is not providing legal services; (ii) PayNinja will not advise you regarding any legal matters; and (iii) if you desire to have legal counsel, you will seek an independent legal counsel from those licensed to practice law in your jurisdiction. You will not rely on PayNinja for any such counsel.

In the event of a dispute between a Hirer and a Freelancer regarding a return or release of Milestone Payments, either Hirer or Freelancer may elect to use the Milestone Dispute Resolution Services offered by PayNinja. The Hirer and Freelancer will then be notified that the matter will be addressed through Milestone Dispute Resolution Services.

You agree to indemnify and (to the maximum extent permitted by law) hold PayNinja and any of our affiliates harmless against any damages or liability you may suffer as a result of using the Milestone Payments and/or Milestone Dispute Resolution Services.

## 14. Other Disputes With Users

You acknowledge and agree that in the event that a dispute arises between you and another User in relation to any Project that you will first attempt to resolve any differences that you have in relation to such Project, including in relation to the quality of the services provided.

If you continue to have any difficulties or problems in relation to a dispute with another User in relation to a Project we encourage you to contact us as set out in the Clause entitled "Contact Us".

You agree that any dispute that is not related to a Milestone Payment arising between you and another User will be handled in accordance with this clause. PayNinja will have full rights and powers to make a determination for all such disputes. Upon receipt of a dispute, PayNinja shall have the right to request the Hirer and the Freelancer to provide documentation in support of their claim or position in relation to the dispute. You agree that PayNinja has absolute discretion to accept or reject any document provided. You also acknowledge that PayNinja is not a judicial or alternative dispute resolution institution and that we will make the determinations only as an ordinary reasonable person. In addition, we do not warrant that the documents provided by the parties to the dispute will be true, complete or correct and you agree to indemnify and (to the maximum extent

permitted by law) hold PayNinja and any of our affiliates harmless against any damages or liability you may suffer as a result of any documentation or material subsequently being found to be false or misleading.

In relation to disputes with any other users of the Site, you hereby agree to indemnify PayNinja from any and all claims, demands, and damages, actual and consequential, of every kind and nature, known and unknown, that is related to such a dispute, our determinations or the use of the Milestone Dispute Resolution Services for Milestone Payments and/or for Other Disputes.

It is agreed by you that you will make every endeavour at fair play and post reasonable and fair demands/offers on your dispute. No conduct relating to threats, blackmail, intimidation or inducement of users to leave positive feedback will be tolerated, in particular any refusal to provide either deliverables or payment in relation to the provision of feedback.

## 15. Disputes With Us

If a dispute arises between you and PayNinja, our goal is to address your concerns immediately and, if we are unable to do so to your satisfaction, to provide you with a means of resolving the dispute quickly. We strongly encourage you to first contact us directly to seek a resolution by emailing us at [support@payninja.co](mailto:support@payninja.co)

For any claim, PayNinja may elect to resolve the dispute in a cost effective manner through binding non-appearance-based arbitration. If PayNinja elects arbitration, such arbitration will be initiated through an established alternative dispute resolution (ADR) provider, which is to be selected by you from a panel of ADR providers that PayNinja will provide to you. The ADR provider and the parties must comply with the following rules: a) the arbitration shall be conducted by telephone, online and/or be solely based on written submissions, the specific manner shall be chosen by the party initiating the arbitration; b) the arbitration shall not involve any personal appearance by the parties or witnesses unless otherwise mutually agreed by the parties; and c) any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction.

All claims you bring against PayNinja must be resolved in accordance with the terms of this Agreement. All claims filed or brought contrary to this Agreement shall be considered improperly filed and a breach of this Agreement. Should you file a claim contrary to the terms of this Agreement, PayNinja may recover its legal fees and costs (including in-house lawyers and paralegals), provided

that PayNinja has notified you in writing of the improperly filed claim, and you have failed to promptly withdraw the claim.

You agree that you will not pursue any claims arising under this Agreement on a class or other representative basis and will not seek to coordinate or consolidate any arbitration or action hereunder with any other proceeding.

If any proceeding by or against you is commenced under any provision of any bankruptcy or insolvency law, PayNinja will be entitled to recover all reasonable costs or expenses (including reasonable legal fees and expenses) incurred in connection with the enforcement of this Agreement.

PayNinja's failure to act with respect to a breach by you or others does not waive our right to act with respect to subsequent or similar breaches.

## 16. Survival and Release

This agreement supersedes any other agreement between you and PayNinja. If any part of this document is found to be unenforceable, that part will be limited to the minimum extent necessary so that this document will otherwise remain in full force and effect. Our failure to enforce any part of this document is not a waiver of any of our rights to later enforce that or any other part of this documents. We may assign any of our rights and obligations under this document from time to time.

If there is a dispute between participants on this site, or between users and any third party, you agree that PayNinja is under no obligation to become involved. In the event that you have a dispute with one or more other users, you release PayNinja, its officers, employees, agents, and successors from claims, demands, and damages of every kind or nature, known or unknown, suspected or unsuspected, disclosed or undisclosed, arising out of or in any way related to such disputes and/or our Services. If you are a California resident, you shall and hereby do waive California Civil Code Section 1542, which says: "A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which, if known by him or her must have materially affected his or her settlement with the debtor."

## 17. Access and Interference

You agree that you will not use any robot, spider, scraper or other automated means to access the Website via any means, including for the avoidance of doubt access to our API or application programming interface, for any purpose without our express written permission.

Additionally, you agree that you will not:

1. take any action that imposes or may impose (in our sole discretion, exercised reasonably) an unreasonable or disproportionately large load on our infrastructure;
2. interfere with, damage, manipulate, disrupt, disable, modify, overburden, or impair any device, software system or network connected to or used (by you or us) in relation to the Site or your Account, or assist any other person to do any of these things, or take any action that imposes, or may impose, in our discretion, an unreasonable or disproportionately large load on our infrastructure;
3. copy, reproduce, modify, create derivative works from, distribute, or publicly display any content (except for your information) from the websites without the prior express written permission of PayNinja and the appropriate third party, as applicable;
4. interfere or attempt to interfere with the proper working of the Sites, services or tools, or any activities conducted on or with the Sites, services or tools; or
5. bypass our robot exclusion headers or other measures we may use to prevent or restrict access to the Site.

## 18. Privacy

Your information is used as described in our Privacy Policy. If you object to your information being transferred or used in this way then you must not use our services. For the avoidance of doubt, your name and personal details shall be used for identity purposes in the normal course of conducting business in our **Site**.

## 19. Indemnity

You will indemnify us (and our officers, directors, agents, subsidiaries, joint venturers and employees) against any claim or demand, including legal fees and costs, made against us by any third party due to or arising out of your breach of this **Agreement**, or your infringement of any law or the rights of a third party in the course of using the **Site** and **Site Services**.

## 20. Security

You must immediately notify us upon becoming aware of any unauthorised access or any other security breach to the **Site**, your **Account** or the **Site Services** and do everything possible to mitigate the unauthorised access or security breach (including preserving evidence and notifying appropriate authorities).

## 21. Force Majeure

No failure or omission by the **Parties** in the performance of any obligation under this **Agreement** shall be deemed a breach of this **Agreement** or create any liability if such failure or omission shall arise from any cause or causes beyond the reasonable control of such party which cannot be overcome through that Party's reasonable diligence, e.g. strikes, riots, war, acts of terrorism, acts of God, severe illness, invasion, fire, explosion, floods and acts of government or governmental agencies or instrumentalities. The time for performance of such Party will be extended by the period of such delay. Irrespective of any extension of time, if an event of Force Majeure occurs and its effect continues for a period of 60 days, either the party may give to the other a 30-day notice of termination. If, at the end of the 30 day period, the effect of the Force Majeure continues, the **Agreement** and the other Terms of Service will terminate.

## 22. Entire Agreement

This Agreement, together with the Privacy Policy and Terms of Service, sets forth the entire agreement and understanding between you and PayNinja relating to the subject matter hereof and thereof and cancels and supersedes any prior or contemporaneous discussions, agreements, representations, warranties, and other communications between you and us, written or oral, to the extent they relate in any way to the subject matter hereof and thereof. Although we drafted the Terms of Service, you represent that you had ample time to review and decide whether to agree to the Terms of Service. If an ambiguity or question of intent or interpretation of the Terms of Service arises, no presumption or burden of proof will arise favoring or disfavoring you or PayNinja because of the authorship of any provision of the Terms of Service.

## 23. Side Agreements

Notwithstanding section 22 (Entire Agreement), Hirers and Freelancers may enter into any supplemental or other written agreements that they deem appropriate (e.g., confidentiality agreements, invention assignment agreements, assignment of rights, etc.). However, the terms and conditions of the Terms of Service will govern and supersede any term or condition in a side agreement that purports to expand PayNinja's obligations or restrict PayNinja's rights under the Terms of Service.

## 24. Compliance

User will not violate any applicable foreign, federal, state, or local laws or third-party rights on or related to the Site. Without limiting the generality of the foregoing, User agrees to comply with all applicable laws and regulations, including, but not limited to, import and export control laws and third parties' Intellectual Property Rights.

## 25. Modifications

No modification or amendment to the Terms of Service will be binding upon PayNinja unless in a written instrument signed by PayNinja.

## 26. No Waiver

The failure or delay of either party to exercise or enforce any right or claim does not constitute a waiver of such right or claim and will in no way affect that party's right to later enforce or exercise it, unless such party issues an express written waiver, signed by a duly authorized representative of such party.

## 27. Assignability

User may not assign the Terms of Service, or any of its rights or obligations hereunder, without PayNinja's prior written consent in the form of a written instrument signed by PayNinja. We may freely assign this Agreement or the other Terms of Service without User's consent. Any attempted assignment or transfer in violation of this subsection will be null and void. Subject to the foregoing

restrictions, the Terms of Service will inure to the benefit of the successors and permitted assigns of the parties.

## 28. Severability

If and to the extent any provision of this Agreement or the other Terms of Service is held illegal, invalid, or unenforceable in whole or in part under applicable law, such provision or such portion thereof will be ineffective as to the jurisdiction in which it is illegal, invalid, or unenforceable to the extent of its illegality, invalidity, or unenforceability and will be deemed modified to the extent necessary to conform to applicable law so as to give the maximum effect to the intent of the parties. The illegality, invalidity, or unenforceability of such provision in that jurisdiction will not in any way affect the legality, validity, or enforceability of such provision in any other jurisdiction or of any other provision in any jurisdiction.

## 29. Interpretation

Headings are for reference purposes only and in no way define, limit, construe or describe the scope or extent of such section.

## 30. Law and Forum for Legal Disputes

This Agreement will be governed in all respects by the laws of New South Wales, Australia. We encourage you to try and resolve disputes using certified mediation (such as online dispute resolution processes). If a dispute cannot be resolved then you and PayNinja irrevocably submit to the non-exclusive jurisdiction of the courts of New South Wales, Australia.

## 31. Contact Us

For any queries and feedback about this Agreement or to report a breach to this Agreement, please email us at [support@payninja.co](mailto:support@payninja.co) or Level 2, 50 Bridge Street, Sydney NSW 2000, Australia.



## Definitions:

"Account" means the account associated with your email address at PayPal.

"Confidential Information" means Hirer Deliverables, Freelancer Deliverables, and any other information provided to, or created by, a User for a Service Contract or to perform or assist in performing Freelancer Services, regardless of whether in tangible, electronic, verbal, graphic, visual, or other form. Confidential Information does not include material or information that: (a) is generally known by third parties as a result of no act or omission of Freelancer or Hirer; (b) subsequent to disclosure hereunder, was lawfully received without restriction on disclosure from a third party having the right to disseminate the information; (c) was already known by User prior to receiving it from the other party and was not received from a third party in breach of that third party's obligations of confidentiality; or (d) was independently developed by User without use of another person's Confidential Information.

"Freelancer" means any authorised User utilising the Site to provide Freelancer Services to Hirers.

"Freelancer Deliverables" means requests, intellectual property, and any other information or materials that a Hirer receives from a Freelancer for a particular Service Contract.

"Freelancer Fees" means: (a) for an Hourly Contract, an amount equal to the number of hours recorded by the Freelancer in the Time Logs, multiplied by the hourly rate set by in the Service Contract Contract; (b) for a Fixed-Price Contract, the fixed fee set in the Service Contract and (c) any bonuses or other payments made by a Hirer.

"Freelancer Services" means all services performed for or delivered to Hirers by Freelancers.

"Hirer" means an authorised User utilising the Site to seek and/or obtain Freelancer Services from another User. A User may be both a Hirer and a Freelancer under this agreement.

"Hirer Deliverables" means requests, intellectual property, and any other information or materials that a Freelancer receives from a Hirer to perform Freelancer Services.

"Hourly Contract" means a Service Contract for which the Hirer is charged based on the hourly rate set by the Freelancer.

"Intellectual Property Rights" means any and all intellectual property rights, existing worldwide and the subject matter of such rights, including: (a) patents, copyright, rights in circuit layouts (or similar rights), registered designs, registered and unregistered trademarks, and any right to have confidential information kept confidential; and (b) any application or right to apply for registration of any of the rights referred to in paragraph (a), whether or not such rights are registered or capable of being registered and whether existing under any laws, at common law or in equity.

"Milestone Payment" means a payment made by the Hirer for the provision of Freelancer Services under a User Contract and which will be released in accordance with the section "Milestone Payments" of these terms and conditions.

"Payment Method" means a PayPal account, or such other method of payment as PayNinja may accept from time to time in our sole discretion.

"PayNinja", "we", "our", "company" or "the company" or "us" means Intransic Pty Ltd (ACN 621 698 806).

"PayNinja Software" means the online platform accessed using PayNinja downloaded api that enables time tracking and invoicing, and screenshot sharing with other Users.

"Project" means a job offered or awarded by a Hirer or Freelancer via the Site.

“Service Contract” means, as applicable, (a) the contractual provisions between a Client and a Freelancer governing the Freelancer Services to be performed by a Freelancer for Client for an Engagement.

“Time Logs” means the report of hours recorded for a stated period by a Freelancer for the Freelancer Services performed for a Hirer.