Terms of Service

The latest update: November 2026

PLEASE READ THESE TERMS OF SERVICE CAREFULLY AS THEY CONTAIN IMPORTANT INFORMATION REGARDING YOUR LEGAL RIGHTS, REMEDIES, AND OBLIGATIONS. THESE INCLUDE VARIOUS LIMITATIONS AND EXCLUSIONS AND A BINDING ARBITRATION AGREEMENT AND CLASS ACTION WAIVER.

YOU UNDERSTAND THAT BY USING THE SITE OR SITE SERVICES, YOU AGREE TO BE BOUND BY THE TERMS OF SERVICE. IF YOU DO NOT ACCEPT THE TERMS OF SERVICE IN ITS ENTIRETY, YOU MUST NOT ACCESS OR USE THE SITE OR THE SITE SERVICES.

THESE TERMS OF SERVICE WILL GOVERN YOUR USE OF THE WEBSITE IF AND ONLY IF YOU ARE A FREELANCER, OR YOU ARE UTILIZING A FREELANCER, LOCATED IN THE UNITED STATES.

1. OVERVIEW.

goLance Terms of Service (also "***Terms of Use***," "***Terms***," and/or "***Agreement***") refer to any guideline or policy subsequently or currently displayed on all http://golance.com domain, subdomains, and any other websites, mobile applications, products, services, or any other software offered by goLance (also "***Website***") that are to be treated as a legally-binding agreement between you ("***You***," "***Your***," or "***User***"), on the one side, and goLance, Inc., a Delaware corporation ("***goLance***," "***We***," "***Us***," or "***Our***"), on the other side, regarding Your access and use of Our sites, services, applications, and tools (collectively, "***Services***"). You hereby accept to be obliged by these Terms when You start to access and use the Website, including all services, products, applications, and/or tools provided pursuant to any Contract, as defined and regulated hereby. If for some reason You do not want to be bound by these Terms, please do not try to access and/or use the goLance Website and/or Services.

goLance provides an online marketplace that makes it possible for a User (the "***Client(s)***") to secure, pay for, and/or manage other Users ("***Freelancer(s)***") who are in the business of providing various services. Both Clients and Freelancers are singularly referred to herein as a "***User***" or collectively as "***Users***."

You hereby acknowledge and agree that these Terms are between You and goLance, and not with any third party. Please note that Your use of the Services and/or Website may be subject to separate agreements. Users may enter into these agreements with their mobile device or computer operating system provider, mobile device or computer manufacturer, mobile service carrier or Internet provider, and other parties involved in providing these mobile device or computer services. You acknowledge and agree to comply with all applicable third-party agreements when accessing and/or using the Website or Services. Please be advised that goLance is not a party to such agreements. Therefore, We have no responsibility for the products and services provided by these third parties.

We reserve the right to change these Terms from time to time as it seems fit, and Your continued use of the Website and Services will signify Your acceptance of any adjustment to these Terms.

2. GOLANCE ACCOUNT.

Eligibility.

In order to access Our Website and/or use Our Services, You must be an individual who is not younger than eighteen (18) years of age and who is allowed to enter into legally-binding contractual relationships in the USA, or a legal entity. When You become a registered User, You agree to do the following:

(i) abide by these Terms;
(ii) accept the full financial responsibility for Your use of the Website and/or Services; and
(iii) perform Your duty and obligations as regulated and requested by any Contract You enter into.

Please note that We reserve the unlimited right, in Our sole discretion, to terminate, refuse, or suspend Our Services to any individual or entity for any reason whatsoever and/or no reason whatsoever.

Accounts and Profiles.

In order to be acknowledged as a goLance User, You are required to register through the Website, and will be provided with an "***Account(s)***". You hereby agree to submit only true and accurate information as required by Our registration form. You are also required to update this information and to ensure its accuracy, truthfulness, and completeness. You represent and warrant to Us that any person or entity using the Website via Your Account is authorized and empowered to act on Your behalf. It is Your sole responsibility to keep Your contact information, such as Your e-mail address, current and accurate so that We can reach You and communicate with You electronically. Any communications We send to You addressed to the contact information on file will be deemed to have effectively provided such communication to You.

E-mail/Password.

When a User registers an Account, the User will be prompted to either choose and create a combination of an e-mail/password for the Account or sign up with a social network validated by goLance. Please be advised that it is Your entire responsibility to ensure proper safeguarding and maintaining of Your Account's confidentiality for both e-mail and password. You hereby give Us the authorization to assume that any person or persons who is/are accessing and using the Website with Your e-mail/password is You. This also means that another person is fully authorized to act on Your behalf. If this is not the case, You hereby accept that You will be obliged to let Us know as soon as possible when You become aware or suspect that someone is using Your Account without Your authorization. You are strongly advised to create and use a unique password for accessing Our Website.

IF YOU ARE NOT SIGNING UP WITH A SOCIAL NETWORK, DO NOT USE A PASSWORD THAT IS ALREADY ASSOCIATED WITH SOME OTHER ONLINE SERVICE YOU ARE ALREADY USING.

Authentication/Accuracy of Your Account.

You authorize Us to make any inquiries necessary directly or through third parties with an aim of validating Your identity and/or authenticating Your Account information accuracy. These activities also include Your company. In order to conduct these authentication activities, We may ask You to

provide additional information and/or documentation related to Your Account usage or identity.

We may also ask that You take all necessary steps to confirm ownership of the following: Your e-mail address, wireless/cellular telephone number, and appropriate financial instruments. You hereby grant Us with the right to verify Your information through other sources or against third party databases. These processes are for Our internal verification purposes only.

Closing Your Account.

You are allowed to close Your Account at any given moment as long as there are no pending transactions. In order to do so, You are required to log into Your Account, choose the option for closing an Account, and follow the instructions. You will not be allowed to close Your Account if We determine that You want to take this action with an aim of evading Your payment obligations or investigations or otherwise avoiding any other obligation under these Terms. Please note that You will be held responsible for all obligations associated with Your Account even after You close Your Account.

Inactive Accounts.

We are allowed to close Accounts that have not been confirmed or that have been inactive for more than two (2) consecutive months. In addition, We reserve the right in Our sole discretion to terminate and/or refuse Our Services partially or completely to anyone for any reason or no reason whatsoever.

3. CONTRACTING FOR SERVICES.

A Client will post a description and parameters of the prospective job that the Client desires for a Freelancer to complete (a "***Project***"). A Client may then invite Freelancers to apply for the Project. You will be required to negotiate and agree on the terms for the services You provide as a Freelancer or purchase as a Client on the Website. Upon acceptance of a proposal, Client agrees to buy, and Freelancer agrees to deliver, the related deliverables and services, according to:

(i) the agreement reached between Client and Freelancer;
(ii) any other content uploaded to the Website by Us in connection with the Project or otherwise, as applicable; and
(iii) these Terms (together referred to as the "***Contract(s)***").

Any term or condition in the Contract which is in conflict with these Terms shall be void, and these Terms shall prevail. As a Client, You are responsible for the prompt management, acceptance, and payment for the deliverables and services procured pursuant to a Contract. As a Freelancer, it is Your responsibility to ensure the professional and prompt performance and appropriate quality of the services and deliverables pursuant to the Contract.

Client may post a Project offering payments based upon milestones met ("***Milestone Contract(s)***"), an hourly fee ("***Hourly Contract(s)***"), or a fixed schedule fee ("***Scheduled Fee Contract(s)***"). The fees generated by a Freelancer via a Milestone Contract, Hourly Contract, or Scheduled Fee Contract are referred to as the "***Freelancer Fees***".

Milestone Contracts.

For Milestone Contracts, Client shall be responsible for establishing the milestones warranting payment and shall ensure that the milestones are sufficiently clear to Freelancer that there is no

dispute regarding whether such milestones have been met, and therefore whether payment is required under the Contract.

Hourly Contracts.

For Hourly Contracts, Freelancer may utilize a time tracking application (the "***goMeter***") which will track the time spent by Freelancer on any given Hourly Contract for a particular Client. At the conclusion of every week, a timesheet will be automatically generated ("***Timesheet***") and, based upon the hours logged by Freelancer on the Timesheet, an invoice will be automatically generated every week and submitted to Clients for the work performed by Freelancer.

We only provide the Website for Users to communicate and share information with each other, and Users understand and agree that the Contract terms, pay rate, hours, service dates, and working conditions will be established by Users, and that goLance, unless otherwise stated herein, shall not dictate any of the terms or conditions associated with the Contract, nor shall goLance be party to the Contracts between Users.

Scheduled Fee Contracts.

For Scheduled Fee Contracts, Client will pay to a Freelancer an agreed-upon fixed rate billed automatically on an agreed-upon schedule (i.e., weekly, bi-weekly, or monthly basis).

Relationship of the Parties.

goLance is not a party to the Contract between Client and Freelancer. goLance is providing a marketplace for the purpose of facilitating the introduction, negotiation, and transactions between a Client and Freelancers. Users acknowledge and agree that the relationship of a Freelancer in relation to a Client is treated and regulated as an independent contractor. Nothing in these Terms can be deemed to represent a basis for establishing a partnership, agency, joint venture, or Client-Freelancer employment between any User and goLance or any User and any other User. Unless otherwise agreed upon, a Freelancer will supply all tools, materials, and equipment required to perform the services under the Contract. Any costs and/or expenses incurred by a Freelancer in connection with the discharge of Freelancer's duties under the Contract, including but not necessarily limited to lodging, entertainment, transportation, meals, fees to other agents, advisers, or persons, fines, costs, salaries, penalties, state taxes, interest, federal taxes, damages, or other liabilities, shall be the complete and exclusive responsibility of Freelancer.

Client is solely responsible for and assumes all liability for determining whether a Freelancer may be engaged as an independent contractor through the Website. Client warrants its decisions regarding worker classification are correct and its manner of engaging Freelancers through the Website complies with all Applicable Laws.

Client is solely responsible for and assumes all liability for determining whether an Freelancer may be engaged as an independent contractor through the Website. Client hereby represents nd warrants its decisions regarding worker classification are compliant with Applicable Law.

Unless otherwise agreed upon, neither Freelancer nor any of Freelancer's affiliates, agents, and/or assigns, are agents, subcontractors, partners or joint ventures of goLance, nor do they have any authority to bind a Client to any obligation, whether by contract or other conduct. Unless otherwise agreed upon, a Freelancer shall not represent to any person that Freelancer is an officer, freelancer, agent, or employee that has any authority to act on behalf of or bind a Client.

No Guarantee of Performance.

goLance is not and cannot be treated a party to the solicitation, negotiation, contracting management, and fulfillment of any professional services or deliverables as agreed to be provided by and between a Client and a Freelancer. goLance does not have the control over and does not provide any guarantees whatsoever for the legality or quality of the services or deliverables purchased, provided, claimed, advertised in Project listings, the abilities or qualifications of Freelancers, the ability of Clients to pay for such services, or any other similar User qualification. goLance cannot be held responsible for and cannot accept the control of the manner in which Users operate. In addition, goLance is not in any way involved in the selection, termination or working conditions of a User. All rights and obligations for a Project are solely between Client and Freelancer. Clients and Freelancers must look solely to the other for enforcement and performance of all the rights and obligations arising from Contracts and any other terms, conditions, representations, or warranties associated therewith.

You acknowledge and agree that the goodwill, value, and reputation of goLance depends on Your performance of Your agreements and covenants as set forth in the Contract. Users further agree and acknowledge that goLance has the right to take any action, to be determined in its sole discretion, with respect to their Accounts and/or their Contracts, including without limitation, termination, suspension, or any other legal actions, as goLance in its sole discretion considers to be necessary to ensure the proper protection of the values, reputations, and credibility of the Website and/or Services, but has no obligation to do so.

Subcontractors.

If Freelancer subcontracts with or employs third parties to perform services or provide deliverables on his, her or its behalf for any Contract, Freelancer represents and warrants that he, she or it does so as an entity or individual authorized to do so and in compliance with all Applicable Law. As used herein, the term "***Subcontractor(s)***" refers to any freelancer, independent contractor or agent of a User that User engages to perform any work on his, her or its behalf in connection with a Contract. Regardless of whether Freelancer has Subcontractors, Freelancer remains responsible for all services performed under the Freelancer's Contract. As used herein, "***Applicable Law(s)***" shall mean all federal, state, or local statutes, laws, rules, regulations, policies and/or procedures, or any rules, regulations, policies, and/or procedures of any federal, state, or local department or agency having jurisdiction over the activities, conduct, actions, or representations made by goLance or Users, as amended from time to time.

Client acknowledges and agrees that neither Freelancer nor Subcontractor are employees or agents of goLance. Subcontractor and Freelancer represent, warrant, and covenant, as applicable, that no Subcontractors will have any claim for employee benefits for any reason whatsoever against goLance or any User.

Subcontractors and Users acknowledge and agree that goLance does not in any way supervise, direct, or control Subcontractors, set their fees, rates, work hours, work schedules, or location of work. goLance will not provide Freelancers or Subcontractors with training or any equipment, labor, or materials needed for a particular Contract.

Automated Distribution of Job Postings

When you create or submit a job posting through goLance, you authorize goLance to automatically distribute, reproduce, format, and display that posting on third-party job boards and other recruiting channels selected by goLance or its service providers, to promote the opportunity and direct

applicants to the posting or application process. **You may withhold or withdraw this authorization during the job-creation flow by deselecting the external job distribution option before submitting the posting. If you do, goLance will not distribute that posting to external job boards.** You authorize goLance to share the information in the posting, including the employer's name and other information you choose to include, as needed for that distribution. You represent that you are authorized to submit the posting and that its content is accurate and complies with applicable law and the rules of the relevant job boards. Third-party job boards are independently operated and may edit, reject, remove, retain, or display a posting according to their own policies. goLance does not control those boards and cannot guarantee that a posting will appear, remain available, or be removed from them immediately when changed or deleted on goLance.

4. PAYMENT.

Payment Methods.

goLance uses a third-party payment processor, Stripe, to facilitate payments for Contracts ("***Payment Method***"). Your use of Stripe's services is governed by Your agreement and/or terms of service with Stripe, located at stripe.com ("***Stripe Terms***"). You agree to strictly comply with any Stripe Terms. Your failure to abide by the Stripe Terms may result in the termination or suspension of Your Account. Stripe may ask You to supply additional information relevant to Your Transaction, including Your credit card number, the expiration date of Your credit card and Your email and postal addresses for billing and notification ("***Payment Information***"). You hereby authorize goLance to authorize payments through the Payment Method on Your behalf when payments to a Freelancer are owed pursuant to a Contract. User covenants, warrants, and represents, that: (i) User has legal authorization to provide Payment Information; (ii) User has legal authorization to perform payments by using User's Payment Method; and (iii) User's use of the Payment Method does not violate Applicable Law.

YOU HEREBY AGREE AND ACKNOWLEDGE: (1) THAT GOLANCE MAY INITIATE CHARGES TO YOUR REGISTERED PAYMENT METHOD IN ACCORDANCE WITH THESE TERMS; AND (2) THAT YOUR CONTINUED USE OF THE WEBSITE AND APPROVAL OF THESE TERMS CONSTITUTES YOUR ELECTRONIC SIGNATURE ON, AND AGREEMENT TO, THE ABOVE PAYMENT AUTHORIZATION.

You agree to electronically authorize payment for Your Payment Method and You agree to receive electronic communications with respect to such payments. goLance may communicate with You with respect to such payments by: (i) sending an e-mail to the e-mail address already specified by You for Your goLance product and services Account; or (ii) posting notices or communications to Your goLance product and services interface. These electronic communications shall be considered to be in writing. You may contact goLance to update Your contact information used for these electronic communications or to withdraw consent to receive electronic communications, but goLance reserves the right to terminate Your use of the Website if You withdraw Your consent. Please note that goLance does not provide paper copies of electronic communications.

Freelancer Fees.

When a Client authorizes the payment of Freelancer Fees, Client authorizes and instructs goLance to charge Client's Payment Method for the owed Freelancer Fees pursuant to the Contract. Payment will be made directly from a Client to the Freelancer. Once goLance charges Client's Payment Method, goLance shall not have the ability or obligation to return or refund the amount charged to Client.

For Hourly Contracts, Freelancer Fees will be automatically invoiced to Clients every Monday (or once a week) based upon the Timesheets generated by a Freelancer ("***Hourly Invoice(s)***"). Client shall have five (5) days to review the Hourly Invoice and to dispute any charges contained in the Hourly Invoice (the "***Client Review Period***"). After the expiration of the Client Review Period, and provided there is no dispute as to the payment of the Hourly Invoice, Client authorizes goLance to charge Client's Payment Method for the amount of the Hourly Invoice.

For Milestone Contracts, the amount due shall be invoiced to Clients upon a Client's verification that a particular milestone has been successfully reached by a Freelancer ("***Milestone Invoice***"). There shall be no Client Review Period for a Milestone Invoice. Client authorizes goLance to charge Client's Payment Method upon issuance of the Milestone Invoice for the amount invoiced therein.

For Scheduled Fee Contracts, Client hereby authorizes goLance to charge Client's Payment Method for the amount, and upon the frequency, authorized and agreed upon by Client and Freelancer.

Reporting.

goLance will provide You with online reporting of the Freelancer Fees You have paid or Freelancer Fees You have received and any Service Fees that have been paid for use of the Website (the "***Transaction(s)***"). If Your Account is terminated, You will be provided with a summary of Transactions for the period twelve (12) months prior to Your Account's termination. Once the report is transmitted to You, goLance will have the discretion to delete all such reporting information, including all Transactions.

Suspension of Payment.

If goLance determines in its sole discretion that a User has violated these Terms, goLance may refuse to charge a Client's Payment Method, even if the terms of a Contract have been fulfilled. goLance may also refuse to issue payment if:

(i) You refused to provide any information reasonably requested by goLance;
(ii) Your Freelancer Fees are associated with a chargeback or dispute;
(iii) You have engaged in intentional misconduct or fraud;
(iv) You have or, in goLance's reasonable belief, are going to breach these Terms;
(v) goLance determines it is necessary for the purpose of an ongoing investigation; and/or
(vi) As may be required by Applicable Law.

Non-payment.

In case You fail to pay the Freelancer Fees, including any other amounts that are due according to these Terms, whether by cancelling Your Payment Method or other method, We may suspend or close Your Account and revoke Your access to the Website, including Client's ability to use the Website to obtain any additional services from Freelancer.

No Return of Funds/No Refunds.

Client agrees and acknowledges that goLance utilizes a third-party payment provider, and therefore, goLance will have no way to, and will not, issue any refunds or return any payments that You have made, or authorized goLance to make on Your behalf. Client agrees that once goLance charges Client's Payment Method for the Freelancer Fees as regulated and determined in this Agreement, the charge is to be treated as non-refundable, with an exception that is set by Applicable Law. You

also hereby agree and acknowledge that this Agreement provides a dispute resolution process as a way for Client to resolve disputes. To the extent allowed by Applicable Law, Client hereby agrees not to exercise its chargeback right from the Payment Method, or any bank, credit card company or any other payment method provider against any Freelancer Fees or other fees charged as part of a Contract or this Agreement regardless of the reasons.

Taxes and Formal Invoices.

goLance shall not and cannot accept the responsibility for determining the best ways for issuing any formal invoices, or for withholding, remitting or determining any taxes applicable to the Freelancer Fees. It is a Freelancer's sole responsibility to determine whether or not it is necessary according to the Applicable Law to issue any formal invoices for the Freelancer Fees and for issuing any invoices as required.

Freelancer will also be solely responsible for determining:

(i) whether Freelancer is required by Applicable Law to comply with the appropriate authorities in remitting any value added tax, including any other similar charges or any other taxes applicable to the Freelancer Fees and remitting any such charges and/or taxes to the appropriate authorities on behalf of goLance or itself, as required; and
(ii) whether We are required by Applicable Law to withhold any amount of the Freelancer Fees, and notifying goLance of any such requirements and obligations (either by goLance, at Our sole discretion, offsetting the amounts in question against a future payment of Freelancer Fees to Freelancer or Freelancer reimbursing goLance for the applicable amount) for any requirement to pay any withholding amount to the appropriate authorities (including penalties and interest).

In the event that goLance is required to go through an audit, You hereby agree and acknowledge to promptly cooperate with Us. This means that You should provide all copies of Your tax returns and other relevant documents for the purposes of this audit, including Your records that show whether or not You are engaged in an independent business as represented to goLance.

5. GOLANCE SERVICE FEES.

As consideration for Your use of the Website, goLance charges a fee in the amount of 7.95% of the total amount of Freelancer Fees paid to a Freelancer ("***Service Fee(s)***"). Service Fees will be subtracted from the total amount of Freelancer Fees owed. When a Client's Payment Method is charged, Client shall pay the Service Fees directly to goLance, and the Freelancer Fees, less the applicable Service Fee, to the Freelancer. goLance reserves the right to update its Service Fee on a case-by-case basis for Freelancer based upon criteria established at goLance's sole and absolute discretion.

6. PAYMENTS.

The Website operates in U.S. Dollars. If a Freelancer's Payment Method is denominated in a currency other than U.S. Dollars, the currency conversion rate shall be determined when a Client's Payment Method is charged and the currency conversion rate fluctuation is at Freelancer's sole risk.

7. ACCESS.

You understand and agree that no representation or warranty is made with respect to the functionality or availability of the Website and/or Services and that all or any portion(s) thereof may be unavailable to You for use either temporarily or permanently without notice. We reserve the right in Our sole discretion, without notice, to suspend Your access to parts of the Website or to change the content, presentation, performance, or functionality thereof. We reserve the right to monitor, edit, and remove any content available on the Website, but do not have any obligation to do so.

Grant of License.

Subject to the terms of these Terms of Service, goLance hereby grants to User a non-exclusive, non-transferable, royalty-free right and license (the "***License***") to access and use the Website for User's Internal Business Purposes until goLance terminates User's Account. "***Internal Business Purposes***" shall include the right to allow User to access the Website through a qualified Internet connection in furtherance of the business of User.

User will have a License that entitles the number of Users approved by goLance in writing to log in

and use the Website. User will be liable for all of its Users' compliance with this Agreement and for any violations by any of its Users of any of the terms of this Agreement.

Conditions of License.

goLance shall retain all right, title and interest, including all intellectual property and other proprietary rights, in and to the Website, or any parts or components thereof, including all derivative works thereof, but excluding any User intellectual property embodied in the Website. In addition, User acknowledges that goLance owns or licenses various development tools, routines, subroutines and other programs, data and materials provided with or embedded within the Website that were developed or procured by goLance prior to, independent of, or not exclusively for User as part of, goLance's performance of Services hereunder (collectively, the "***Background Technology***"). As between goLance and User, goLance retains all right, title and interest, including all intellectual property and other proprietary rights, in the Background Technology.

User must retain all patent, copyright notices and other proprietary legends in or on the Website. User may not remove from the Website, or alter, any of the goLance trademarks, trade names, logos, patent or copyright notices or markings, or add any other notices or markings to the Website.

Restrictions on License.

User shall not, directly or indirectly: (i) disassemble, decompile, or reverse engineer the Website or any improvement made thereto, or in any way attempt to discover or reproduce source code thereof; (ii) make the Website available to any third party on a time-sharing or service bureau basis, or otherwise attempt to resell to any third party the right to use the Website; (iii) create any derivative work of the Website; or (iv) use the Website for any illegal or unauthorized purpose, or to violate any Applicable Laws, or any proprietary right of a third party. For the avoidance of doubt, the foregoing shall not in any way limit User's ability to use or make available User's intellectual property in any manner or fashion whatsoever separate or apart from the Website, and any such use shall not be a derivative work, or accomplish the same direct or indirect result contemplated by the Website.

Marketing Materials.

User is authorized to utilize only those trademarks, marketing, and promotional materials related to the Website that are prepared or approved by goLance (hereinafter "***Marketing Materials***"). User shall make no representations regarding the Website other than those contained in the Marketing Materials, or in any other way act or represent that it is authorized to act in a manner which would bind goLance in any way whatsoever. User shall not use the name "goLance" or any derivation thereof in any of its marketing, advertising or any of its other publications without goLance's prior written consent.

Prohibited Uses.

You may not use the Website in any manner that could damage, disable, overburden, or impair goLance, its servers, the Website, or otherwise interfere with any other party's use and enjoyment of the Website. You may not attempt to gain unauthorized access to any part of the Website, other Users or their Accounts, computer systems or networks connected to goLance or any of its Users, through hacking, password mining or any other means. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available through the Website. Related to the use and/or access to Our Website, You are not to do the following:

(i) upload, list or post inappropriate items or content in areas or categories on Our Website;

(ii) circumvent or breach any Applicable Laws, the rights of the third parties, including Our policies, systems, Your Account status and determinations;
(iii) fail to abide by the terms of a Contract;
(iv) post defamatory, libelous, misleading, deceptive, false or inaccurate content;
(v) post other User's private and confidential information;
(vi) create multiple Accounts;
(vii) use a false identity;
(viii) be involved in any kind of actions with an aim of undermining Our ratings or feedback systems;
(ix) post or distribute spam, bulk or unsolicited electronic communications;
(x) distribute harmful technologies, such as viruses, that may cause harm to Our Website;
(xi) use any kind of data extraction or gathering robots or automated tools to access Our Services and/or the Website;
(xii) be involved in the infringement of the copyright, patent, publicity, database, moral, trademark, and/or other rights that represent the intellectual property of third parties or Us; and/or
(xiii) harvest or in some other way collect information related to Our Users without their knowledge or consent.

Third-Party Applications.

goLance may permit You access to (through the Website) third-party products, applications, or services ("***Third-Party Applications***") which may be integrated into the Website or used in connection with the Website. Your use of the Third-Party Applications and any exchange of data between You and the third-party shall not be warranted or otherwise supported by goLance or the Website. You hereby authorize goLance to permit the Third-Party Applications access to Your User Content, as defined below. You acknowledge and agree that goLance shall have no responsibility or liability arising from the Third-Party Applications' use or access to Your User Content, as defined below.

Links.

Regarding this Website's hyperlinks to other websites, goLance does not control the content and/or availability of those websites. In addition, We do not necessarily endorse or review the materials that are made available to You through these websites. Viewing or using other websites is done entirely at Your own personal risk and such websites or services may be governed by separate terms and conditions. You hereby agree that goLance shall not be liable for any loss or damage caused or alleged to be caused by or in connection with the use of or reliance on any such services or content that are made available through any of these websites.

Mango Features.

goLance may provide optional features known as Mango Chat and Mango Surveys (the "Mango Features"). The Mango Features are supported by goLance's internal data platform and may provide natural-language summaries or interpretations of information already available to Users within their Accounts, including contract-related data, time-tracking activity, User queries, and weekly check-in survey responses. Time-tracking screenshots are not processed or summarized by the Mango Features.

The Mango Features may surface anomaly indicators and rankings derived from time-tracking data. Mango Surveys may generate summaries and sentiment analysis of weekly check-in responses. These insights are derived solely from data already associated with the User's Account.

The Mango Features are consultational only. They do not take actions, modify Contracts, or interact with Freelancers on behalf of Users. They are intended solely to help Users review information more efficiently.

The Mango Features may transmit limited, query-specific data to third-party large language model providers, including OpenAI and Google Gemini, for the sole purpose of generating natural-language outputs. Time-tracking screenshots are not transmitted to such providers.

Outputs generated by the Mango Features may be incomplete, inaccurate, off-topic, or not reflective of all relevant information. Users must independently verify all information and may not rely solely on outputs from the Mango Features for decisions relating to freelancer management, performance evaluation, payments, disputes, or contractual matters.

To the maximum extent permitted by Applicable Law, goLance disclaims all liability arising from the use of or reliance upon outputs from the Mango Features. All disclaimers, indemnities, and limitations of liability in these Terms apply fully to the Mango Features.

8. USER CONTENT.

You are solely responsible for the information and content posted on the Website or provided in connection with the Services. When providing such information or content while accessing and/or using the Website or Services (Your "***User Content***"), You grant Us with a royalty-free, non-exclusive, perpetual, irrevocable, worldwide, right to exercise all copyright and publicity rights with respect to the User Content and to use the same for Our advertising purposes. You warrant and represent hereby that this User Content is error-free and accurate and that use of any pieces of the User Content by goLance or Users does not and will not infringe any rights that represent Our or third-party intellectual property. goLance assumes no liability and accepts no responsibility for any User Content provided by the Users. Upon the termination of Your Account, any and all User Content shall remain with goLance. You acknowledge and agree that, as between You and goLance, goLance shall have ownership to, and all rights associated with, Your User Content.

Monitoring of Content.

goLance actively monitors the system for invalid logins and may automatically log out User from the Website. User is responsible for maintaining the security of its Account and passwords. goLance cannot and will not accept any liability for any loss or damage from User's failure to maintain such security. User is responsible for all User Content posted and activity that occurs under the Account. User shall not use the Website for any illegal activity, unauthorized purpose, or that in any way violates any Applicable Laws. A User shall ensure that its use of the Website does not violate any Applicable Laws or any proprietary rights of a third party. goLance may remove or suspend access to the User Content that it determines in its sole discretion is pornographic, obscene, threatening, libelous, unlawful, offensive, defamatory or in any other way objectionable, questionable or violates any User's or third party's intellectual property or the obligations of these Terms. Verbal, physical, written or other abuse (including threats of abuse or retribution) of any of goLance's Users, customers, freelancers, consultants, vendors, owners, members, officers, or any other agent or affiliate of goLance, will result in immediate Account termination.

User Feedback.

For the potential benefits of all other Users, goLance encourages You (and other Users) to leave accurate, objective, truthful, and balanced feedback about other Users on goLance with whom You

worked and/or transacted. As a User, You hereby agree and acknowledge that these feedback results for other Users will include ratings and comments the other Users left and that goLance will make it possible for other Users to leave and see the feedback, which is based on the individual comments and ratings. goLance provides its feedback system as a useful and reliable means through which You can share Your User's opinions publicly. Please be advised that We do not censor or monitor these comments and opinions. We also do not investigate these comments and opinions left by Users regarding their reliability and accuracy.

You hereby acknowledge that You can be held accountable with the legal consequences for the potential damages that other Users or third parties suffer as a direct or indirect result of Your feedback if it has been determined by a court that Your feedback is legally inappropriate. We cannot accept any kind of responsibility for any comment or feedback left or made available or shared on the Website by Our Users or any third parties, including the situations when it has been determined that these pieces of information are found to be in any way unlawful or not acceptable from the legal point of view. With an aim of ensuring the protection of Our feedback system's integrity, including the protection of Our Users from any potential abuse, We reserve the right without accepting the obligation to remove the information included in the feedback that in Our sole judgment violates these Terms or in any other way negatively affects Our marketplace situation or operations.

9. CONFIDENTIALITY.

goLance Confidential Information.

You acknowledge that, during the course of Your use of the Website, You may have access to certain confidential information in the form of know-how, trade secrets, or proprietary information ("***Confidential Information***") of goLance. Confidential Information may include, without limitation, customer lists, customer information, financial statements and information, marketing and sales data, sales manuals, case management policies and procedures, quality assurance policies and procedures, documentation of processes and software, designs, devices, compilations of information, operational techniques, operating manuals, symbols, service marks, logos, other intellectual property, vendor lists, marketing programs, plans, and strategies, research and development plans, contracts and licenses, licensing techniques and practices, models and strategies, computer software and other computer-related materials, copyrightable material, security controls, including computer system passwords, and other legally-protected information owned by or used by goLance which are confidential in nature and may include confidential or proprietary information received from third parties. In addition, Confidential Information also includes any information which is not generally known to the public or within the market or trade in which goLance competes, and the physical embodiments of such information in any tangible form, whether written or machine-readable in nature or any information which is marked or designated as "Confidential."

You acknowledge and agree that maintaining the confidentiality of the Confidential Information is integral to the ongoing operation and value of goLance. In view of the foregoing, You agree to maintain the confidentiality of all goLance's Confidential Information and to not disclose, divulge, exploit, or use, in any manner whatsoever, goLance's Confidential Information for Your own benefit or the benefit of another person, to the exclusion of goLance, or without goLance's prior written consent. You will additionally take all reasonable precautions to prevent the inadvertent or accidental exposure of goLance's Confidential Information.

You further agree not to in any manner whatsoever, circumvent or attempt to directly or indirectly circumvent, goLance's agreements with other Users, its customers, vendors, freelancers,

contractors, or any other strategic business relationship maintained by goLance, for Your own benefit or for any other purpose, without obtaining goLance's prior written consent.

You acknowledge that goLance has obtained and will continue to obtain from third parties associated and in relation with Us, *e.g.*, Users, partners, collaborators, licensors, licensees, customers, suppliers (collectively, "***Associated and Related Third Parties***"), all of their proprietary or confidential information (collectively, "***Confidential Information of the Associated and Related Third Parties***") that represents a duty on goLance's part to ensure the full confidentiality of such Confidential Information of the Associated and Related Third Parties and use it for strictly limited purposes only. You agree and understand that You owe goLance and its Associated and Related Third Parties an obligation to hold all such Confidential Information of the Associated and Related Third Parties as strictly confidential information, including an obligation not to use or disclose it to any third party with the sole exception when it is necessary to carry out the work for goLance consistent with goLance's agreement with these Associated and Related Third Parties.

If future patent, trademark or copyright protection is obtained for goLance or any element incorporated into the Website, User shall cooperate with goLance in enforcing or policing such protection and by taking all reasonably appropriate measures including marking trade secrets and goLance's Confidential Information as required and taking other reasonable measures as requested by goLance.

Users Confidential Information.

You acknowledge that, during the course of Your Contracts with other Users, You may have access to certain Confidential Information belonging to another User, who may disclose such Confidential Information to You in connection with the performance of a Contract and such Confidential Information will be disclosed to You in confidence (a "***Disclosing User***"). You acknowledge and agree that maintaining the confidentiality of the Confidential Information is integral to the value of Disclosing User and is vital to his, her or its successful operations. In view of the foregoing, You agree to maintain the confidentiality of all Disclosing User's Confidential Information and to not disclose, divulge, exploit, or use, in any manner whatsoever, Disclosing User's Confidential Information for Your own benefit or the benefit of another person. You will additionally take all reasonable precautions to prevent the inadvertent or accidental exposure of Disclosing User's Confidential Information. You agree that You will not at any time, use, directly or indirectly, any of Disclosing User's Confidential Information for the benefit of You or any person other than the Disclosing User without obtaining Disclosing User's prior written consent. You further agree not to in any manner whatsoever, circumvent or attempt to directly or indirectly circumvent, Disclosing User's agreements with its customers, vendors, freelancers, contractors, or any other strategic business relationship maintained by Disclosing User, for Your own benefit or for any other purpose, without obtaining Disclosing User's prior written consent.

Work Product of Users.

You agree to assign and do hereby assign to Client any and all ideas, designs, know-how, programs, improvements, inventions, discoveries and literary creations (collectively referred to as "***Inventions***") which You alone or with others may conceive or make, and which are made wholly or partially with Client's assets or Confidential Information or are developed wholly or partially during or as a result of Your work under a Contract. Such Inventions are and shall be the property of Client and shall be deemed to be part of Client's business, whether or not any applications for patents, trademarks or copyrights are filed thereon. Further, all such Inventions shall constitute Confidential Information. You shall not claim to own any Inventions relating to the business of Client. Except as otherwise prohibited by law, and except for Inventions made prior to commencement of Your

interactions with Client, and in regard to the above assignment of Inventions to Client, without further consideration, You hereby fully and irrevocably assign, transfer, and convey to such Client all copyrights, trade secrets, patent-related applications, patents, mask works, and all other rights that can be treated as the intellectual property in any Invention and any and all Moral Rights which You may have in, to, or with respect to any Invention. "***Moral Rights***" refer to any rights to make an authorship claim related to an Invention, to prevent or object to any Invention's modification(s), or to demand a withdrawal from circulation, including the control, distribution, or publication of any Invention, and any similar or relevant right, which exists under statutory or judicial law of any country or under any treaty in the world, regardless of whether or not this particular right is generally referred to or denominated as a Moral Right.

10. INTELLECTUAL PROPERTY RIGHTS.

The Website and Services are owned by Us or Our licensors and are regulated and protected by all applicable intellectual property laws, copyrights, patents, trademarks, and similar. All copyrightable text and graphics of all materials and the overall design of the Website are Ours. The name "goLance" and other marks, logos, designs, and phrases that We use in connection with the Website and Services are Ours. They may not be used without Our express written prior permission.

You agree and accept that You will not reverse engineer, disassemble, decompile or in any other way modify the Website's material. We may, in Our sole discretion, terminate the access of Users who infringe on Our copyright rights or the rights of other Users.

License to goLance Application/Content/goLance Mobile Application/License to Third Party Software.

In order to use Our Website or Services, You are required to use the appropriate software and applications (collectively, "***Software***") provided to You by goLance. We hereby grant You a non-exclusive, non-transferable and limited license to use Our Software according to the requirements of these Terms. If You need to download the Software in order to use it on Your mobile devices, then this license is to be extended to all mobile devices that You use, control or own. You agree and accept not to reproduce, disassemble, decompile, display, publish, adapt, alter, distribute, reverse engineer, translate or in any other way attempt to come up with any source code that is derived directly or indirectly from the Software. In addition, You acknowledge and accept that all interest, rights, and title to Software are the exclusive ownership of goLance. Your rights to access and use the Software are to cease immediately when We determine that You have breached these Terms, including Your Account's termination.

11. TAXES.

It is Your sole responsibility to take care of Your tax payment and reporting duties associated with any of Your Contracts. goLance cannot be obligated or held responsible in any way regarding Your duty to determine any taxes applicable, including the obligation to collect, report or remit any kind of applicable tax payments. You hereby agree and accept to hold harmless, defend and indemnify goLance against any and all such contributions or taxes, including all associated interests and penalties incurred by goLance as a result of Your failure to comply with tax filing or payment obligations.

Issuance of W-9.

goLance Users who have US citizenship or other US persons (as regulated by the Form W-9 issued by the IRS) have an obligation to submit a complete Form W-9 that will be updated accordingly

regarding any change in the User's tax status and/or change in the information required on the Form. Non-U.S. citizens or U.S. persons (as defined in Form W-9) are required to provide a complete Form W-8 which shall be updated upon any change in the User's tax status and/or change in the information required on the Form.

Users agree that goLance shall submit all relevant information on the User's Form W-9 or W-8 to any Client that has paid Freelancer in connection with a Contract.

12. ANTI-MONEY LAUNDERING.

goLance applies a thorough and comprehensive customer-oriented process and regular ongoing analysis, including reporting activities with an aim of providing safe, reputable, and compliant services. These specific efforts include, among other others, monitoring for any kind of suspicious financial transactions followed by the mandatory reporting to all international and/or domestic regulators. goLance is required to retain certain pieces of information and documents that are required by Applicable Law. goLance hereby expressly reserves the right to save these documents and pieces of information.

It is goLance's exclusive and reserved right to refuse Your registration to, including Your transactions from or to, and termination of any associated Account, for any reason We consider to be justifiable or for no reason at all whatsoever at any given time. Without the limits to the above mentioned and regulated, these situations include, but they are not necessarily limited to, any User from or in jurisdictions that do not follow or are obliged to the Anti-Money Laundering and Counter-Terrorism Financing Act standards as set out by the Financial Action Task Force or any User that fails to comply and meet any of the customer-oriented standards, requirements or requests of goLance.

13. USER REPRESENTATION AND WARRANTIES.

By registering an Account and/or using the Website or Services, You represent, warrant, and/or covenant, as applicable, that:

(i) You can form legally binding contracts;
(ii) Your performance of these Terms of Service and any Contract that You accept does not and will not violate any other agreement to which You are a party;
(iii) For the duration of Your registration on the Website and for a period of twenty-four (24) months thereafter (or, if such time period is too long to be enforceable in Your jurisdiction, the longest period of time that is enforceable), You will not contact or solicit any User for the purpose of circumventing the Website and Services;
(iv) You possess the skill set and expertise described in Your profile and required for any Project You accept;
(v) You possess all licenses and certifications legally required to perform work in Your jurisdiction;
(vi) You will be fully responsible and liable for any action of any person that uses Your Account;
(vii) You are accessing and/or using the Website and/or Services with the sole purposes of entering into bona fide types of business transactions with other Users;
(viii) You will not access and/or use the Website and/or Services to mislead or defraud any entity or person; and
(ix) You will not access and/or use the Website and/or Services to violate or in violation of any Applicable Law or regulation of the USA or any international law or treaty.
(x) With respect to a Freelancer, and for these Terms only, that You reside within the United States.

14. INDEMNIFICATION.

To the extent allowed by Applicable Law, You accept and agree hereby to defend, indemnify and hold goLance and Our freelancers, officers, affiliates, business associates, partners, principals, directors, licensors, insurers, and agents harmless against and from any and all liabilities, costs, losses, damages (including attorneys' fees we consider to be reasonable) and all associated expenses in connection with all the claims arising out of any content transmitted or posted by You that may otherwise be connected or arise out of Your access and/or use of the Website or Services or any other User or third party with access that is given or gained to the Website or otherwise related to Your action or inaction.

15. TERMINATION OF ACCOUNT.

Termination With or Without Cause.

You agree that We may terminate Your Account and Your access to the Website and/or Services for any reason or for no reason whatsoever and at any time with or without notice to You and without any liability of goLance towards You, except as expressly provided under Section 16.

Effect of Termination.

Upon the termination of Your Account:

(i) We may refuse to charge any further payments pursuant to a Contract.
(ii) It is Our exclusive right to prohibit Your use and/or access to Our Website and/or Services, and without any limitation deactivate Your e-mail and password, including the future refusal of Your access to the Website and/or Services.
(iii) All restrictive covenants and conditions set forth herein, including but not limited to, such restrictions regarding Confidential Information and non-solicitation shall survive the termination of Your Account.
(iv) You shall have no right to obtain or receive Your User Content, and any and all User Content remaining on the Website after Your Account is terminated shall be relinquished to goLance.

Suspension.

In lieu of or in addition to the termination of Your Account, goLance shall have the right to immediately suspend Your Account and access to the Website or Services. Any such suspension shall not relieve You from Your duties and obligations under this Agreement, including but not limited to the timely payment of Service Fees.

16. DISCLAIMER/LIMITATION OF LIABILITY.

YOU AGREE AND ACCEPT THAT YOU ARE ACCESSING AND/OR USING THE WEBSITE AND/OR SERVICES ENTIRELY AT YOUR OWN PERSONAL RISK. IN ADDITION, OUR WEBSITE AND SERVICES ARE TO BE PROVIDED TO YOU "AS IS" AND ON AN "AS AVAILABLE" BASIS TO THE MAXIMUM EXTENT ALLOWED BY APPLICABLE LAW, AND GOLANCE EXCLUDES ITSELF FROM ALL IMPLIED OR EXPRESS WARRANTIES, TERMS, MERCHANTABILITY IMPLIED WARRANTIES, AND PARTICULAR PURPOSE FITNESS, INCLUDING THE NON-INFRINGEMENT.

YOU AGREE THAT WE WILL NOT HAVE ANY LIABILITY DUE TO YOUR INABILITY TO ACCESS THE WEBSITE, ANY PORTION THEREOF OR ANY RELATED DATA OR INFORMATION, AND

WILL NOT HAVE ANY LIABILITY IN CONNECTION WITH THE LOSS OR DESTRUCTION OF ANY SUCH DATA OR INFORMATION.

IN ADDITION, TO THE MAXIMUM EXTENT ALLOWED BY THE APPLICABLE LAW, WE ARE NOT LIABLE, AND YOU AGREE AND ACCEPT NOT TO HOLD GOLANCE RESPONSIBLE, FOR ANY LOSSES OR DAMAGES, INCLUDING, BUT NOT NECESSARILY LIMITED TO, TO REPUTATION OR GOODWILL LOSSES, PROFITS, OTHER RELEVANT AND INTANGIBLE LOSSES, INCLUDING ANY SPECIAL, DIRECT, INDIRECT, OR DAMAGES OF THE CONSEQUENTIAL NATURE, WHICH RESULT FROM YOUR USER CONTENT, YOUR USE OF OR INABILITY TO USE THE WEBSITE AND/OR SERVICES, MALICIOUS SOFTWARE, INCLUDING BUT NOT LIMITED TO VIRUSES, OBTAINED BY ACCESSING, USING OR LINKING TO THE WEBSITE, THE SUSPENSION OR OTHER ACTION TAKEN WITH RESPECT TO YOUR ACCOUNT, AND/OR YOUR BREACH OF THESE TERMS OF SERVICE OR CONTRACT. REGARDLESS OF THE REGULATIONS OF THE PREVIOUS SECTIONS, IF GOLANCE IS FOUND TO BE LIABLE, THEN OUR LIABILITY TO ANY OF OUR USERS OR TO ANY THIRD PARTY IS STRICTLY LIMITED TO THE LESSER OF: (A) USD $2,500; OR (B) THE DISPUTED FEES AMOUNT, WHICH IS NOT TO EXCEED THE TOTAL FEES THAT GOLANCE RECEIVES IN CONNECTION WITH YOUR ACCOUNT IN THE IMMEDIATELY-PREVIOUS TWELVE (12)-MONTH PERIOD PRIOR TO THE LIABILITY-RELATED ACTIONS.

17. RELEASE.

Except for the representations, warranties, duties, and obligations under this Agreement, or otherwise incorporated herein, User, for itself and each of their respective predecessors, successors, and present, future and former partners, managers, assigns, agents, attorneys, freelancers, subsidiaries, parents, affiliates, representatives, officers, members, contractors, licensees, insurers, spouses and heirs (the "***User Releasors***"), does hereby release and absolutely forever discharge goLance, and each of its respective predecessors, successors, and present, future and former beneficiaries, parents, subsidiaries, trustees, affiliates, officers, attorneys, representatives, assigns, agents, partners, managers, members, freelancers, contractors, licensees, insurers, and spouses (the "***goLance Releasees***"), of and from any and all debts, liabilities, claims, demands, obligations, accounts, and causes of action of every kind whatsoever, whether now known or unknown, suspected or unsuspected, that the User Releasors, or any of them, had or now have against the goLance Releasees, or any of them, arising out of these Terms of Service or User Releasors' use of the Website.

18. GOLANCE DISPUTE AND ARBITRATION POLICY.

Disputes between Clients and Freelancers.

You agree and acknowledge that:

(i) goLance does not provide any kind of legal services in these matters to You;
(ii) goLance does not provide any kind of legal advice or opinion regarding any legal matters;
(iii) Should You choose to ask and receive legal counsel, You are strongly advised to seek independent legal counsel with a proper license to practice law and provide legal support in Your jurisdiction. Therefore, You do not rely on and/or require goLance for any such counsel and legal guidance;
(iv) You agree hereby to hold harmless and indemnify goLance, including all of Our freelancers, partners, and/or affiliates, against any liabilities or damages You may suffer as a direct or indirect result of using the Dispute and Arbitration Services;

(v) Should You not accept or do not agree to use Our Dispute and Arbitration Services as provided and regulated hereby, You agree not to request goLance to accept or assume any payment and/or legal liabilities;
(vi) You accept hereby that goLance has absolute discretion to accept or reject any request and document provided by both parties with the interests in an eventual dispute;
(vii) You acknowledge and accept hereby that goLance cannot be treated as a judicial or alternative dispute resolution system or institution. You also accept that the determinations We make will be treated only as the ordinary reasonable person makes them in these matters;
(viii) goLance does not warrant or guarantee that the documents which are submitted by the parties to the dispute and arbitration are true, complete or correct. You also agree to indemnify goLance to the maximum extent allowed by Applicable Law and hold Our freelancers, partners, and affiliates harmless against any liabilities or damages You may suffer as a result of any material or documentation subsequently being determined to be misleading or false;
(ix) You acknowledge and agree that all the decisions of the goLance Dispute/Arbitration Team are to be treated as binding, final, and irreversible;
(x) Regarding the potential disputes with any other goLance Users (as regulated by the goLance Terms of Service and Privacy Policy), You hereby agree to indemnify goLance from any and all claims, damages, and demands, direct or indirect, actual and consequential, of every nature and kind, known and unknown, with a relation and interest to such a dispute;
(xi) Client or Freelancer found to be in breach of the goLance Terms of Service and/or Privacy Policy during the Dispute and Arbitration process may automatically lose the dispute in favor of the other party involved, regardless of the origin of the dispute.

Process Negotiations.

Regarding any eventual dispute between Clients and Freelancers relating to the Contracts that are eligible for Our Dispute and Arbitration Services, You hereby agree to negotiate and accept the decisions of such dispute in good faith. When the final result, decision or recommendation of such negotiation is acceptable to Clients and Freelancers in a dispute, You agree that an indication of Your approval of such negotiation is fully valid and true, so goLance can, through the Website, disburse the disputed funds in accordance with the findings of such negotiation. In case You are still not satisfied with these results, decisions or recommendations, You accept that Your dispute is to be submitted to the arbitration process as being regulated below.

Arbitration.

As soon as an arbitration is initiated by either a Client or Freelancer, both parties have fourteen (14) days to respond accordingly and present their cases. Otherwise, the party who fails to submit a response during this period will automatically lose the dispute. In case that both parties during this initial arbitration period cannot resolve their dispute with the help of the additional negotiations, then they automatically acknowledge and agree that goLance is to arbitrate their dispute through the following stages:

Phase #1 – Identification of the problems.

A detailed description of the problems followed by an explanation of why the dispute is being initiated in the first place should be provided by the party who demands the arbitration. In addition, both Freelancers and Clients are free and required to attach any materials in favor of their claims.

Phase #2 – The final round of negotiations.

Both parties are still encouraged to negotiate full or partial compensation. Clients and Freelancers will be given an opportunity to present their situation in order to negotiate the acceptable terms to resolve the problems between themselves. Please note that only the party who initiated the arbitration has the right to cancel it. If the problem cannot be resolved at this stage, the arbitration process will automatically move to the next phase.

Phase #3 – The final evidence and claims.

This stage represents the final opportunity for the parties in a dispute to submit their final evidence and present their claims. Please note that You will no longer be allowed to submit Your evidence after this phase is considered to be closed. Your dispute will be resolved ONLY based upon the materials and evidence submitted to Us. Please note that Our Dispute and Arbitration Team has the right of obtaining all available materials related to Your dispute in order to reach a just decision, for example, Your disputed Project description, Your correspondence with the other party, and similar materials. Should You choose Us to arbitrate and resolve Your dispute, You acknowledge and agree to allow Us to access and process all correspondence made on Our site. You also grant Us with the unlimited right to download, access, evaluate and/or test, including all actions We consider to be necessary, all deliverables related to the dispute. You acknowledge that these actions will be conducted for the sole purpose of resolving Your dispute.

Phase #4 – The arbitration decision.

At this stage, We will thoroughly review all evidence and all other available information submitted and/or made available to Us in order to reach the final decision in no later than seven (7) days.

Please note that during this final stage, You are still encouraged to negotiate and reach an amicable solution in order to resolve Your dispute.

IMPORTANT: Our arbitration decisions are to be treated, accepted, and executed as irreversible, final, and binding. The party who is to be declared as the winner of the dispute in question is required to pay an Arbitration Fee in the amount of 5% of the total disputed Contract's value.

Both parties hereby accept to retain the full Contract's confidentiality, including the privacy of the involved parties. Furthermore, they agree not to release the collected information to any other party not related to the dispute unless required by Applicable Law. Please note that Our arbitration decisions cannot be subject to appeal and You agree to make payments pursuant to the decision via Your Payment Method. The party who has lost a dispute in accordance with Our final decision further acknowledges and agrees hereby that You have no rights, interests in or licenses to the disputed Contract that has been resolved according to Our Dispute and Arbitration Policy. You also agree to return any physical and/or electronic copies of the disputed Contract in Your possession or, if not possible, to destroy them.

Reviews.

Both parties revoke their rights to leave a review (feedback) for the Contract, which is under a dispute, regardless of the dispute's outcome. You hereby accept and agree with Our official policy to prevent any kind of revenge and intentionally damaging reviews on Our Website. Please note that the Contract will still be visible on Your profile with the note "Disputed." However, there will be no indication whether or not You won or lost the arbitration.

Disputes Between Clients/Freelancers and goLance.

Any dispute between You as a User (Client or Freelancer) and goLance arising out of, related to, or in connection with these Terms, the Services, the Website, or any other dealings, shall be submitted to final and binding arbitration before JAMS or its successor in Orange County, California. The enforcement of this agreement to arbitrate shall be pursuant to the Federal Arbitration Act.

The arbitration shall be conducted pursuant to the JAMS Comprehensive Arbitration Rules and Procedures in effect at the time of the filing of the demand for arbitration, before a single arbitrator. The arbitrator shall be a retired judge and shall conduct the arbitration hearing and render his or her final decision in accordance with California law. Each party shall be responsible for their own arbitration fees, attorney's fees, and costs.

You acknowledge that You have read and understood the above alternative dispute resolution provision, and that by agreeing to these Terms of Service, You are waiving a trial by jury in any action or proceeding to which You and goLance may be parties, arising out of or in any way pertaining to these Terms, the Services, the Website, or any other dealings. Your waiver is knowingly, willingly, and voluntarily made and You represent and warrant that no representation of fact or opinion has been made to induce this waiver of trial by jury or to in any way modify or nullify its effect.

You agree that You may bring claims against Us only on an individual basis and not as a plaintiff or class member in any purported class, collective, representative or private attorney general action or proceeding. You agree to bring any dispute in arbitration on an individual basis only, and not on a class, collective, representative or private attorney general basis on behalf of others. There will be no right or authority for any dispute to be brought, heard or arbitrated as a class, collective, representative or private attorney general action, or as a member in any such class, collective,

representative or private attorney general proceeding.

You may opt out of the foregoing arbitration and class action/jury trial waiver provisions of these terms by notifying goLance in writing of Your election to opt out within five (5) days of the date You first request access to the Website, Services, or Account. To opt out, You must send a written notification to goLance at _____ that includes: (i) Your legal name; (ii) Your social security number; (iii) Your mailing address; (iv) Your telephone number; (v) Your email address; and (vi) a clear statement indicating that You do not wish to resolve claims through arbitration and demonstrating compliance with the five (5) day time limit to opt out of the above arbitration and class action/jury trial waiver provisions. We reserve the right to restrict or otherwise refuse to permit You to access the Website, Services, or Account based upon Your decision to opt out of the above alternative dispute resolution provision. Should You continue to access the Website, Services, or Account, You shall be deemed to have accepted this agreement to arbitration, and shall have waived any right to opt out of the same.

19. MISCELLANEOUS

Governing Law and Jurisdiction.

These Terms of Service shall be governed by and construed in accordance with the laws of the State of California excluding its conflict of law provisions and principles.

Entire Agreement.

These Terms of Service and other documents, including, but not limited to, any policies or procedures currently or subsequently published, referenced in or linked to these Terms of Service, which are hereby incorporated herein and made a part hereof by this reference, contain Your and Our entire agreement regarding Your use of the Website and/or Services, 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.

Force Majeure.

In the event that the performance of the obligations under these Terms of Service are prevented or hindered in consequence of any act of God (including fires, explosions, earthquakes, drought, tidal waves, and floods), war, invasion, rebellion, riot, or acts or threats of terrorism (each, a "***Force Majeure Event***"), then such performance or obligations shall wholly or partially be suspended during the period and no liability shall accrue or be incurred during such period owing to such circumstances.

Amendments.

GOLANCE RESERVES THE RIGHT TO CHANGE THE TERMS AND CONDITIONS SET FORTH IN THESE TERMS OF SERVICE FROM TIME TO TIME. SUCH CHANGES WILL BECOME EFFECTIVE WHEN GOLANCE POSTS THE REVISED TERMS OF SERVICE ON THE WEBSITE AND/OR WHEN GOLANCE TRANSMITS THE REVISED TERMS OF SERVICE TO USER. YOUR CONTINUED USE OF THE WEBSITE OR SERVICES SUBSEQUENT TO THE POSTING OF ANY REVISIONS TO THESE TERMS OF SERVICE MEANS YOU ACCEPT ANY SUCH REVISIONS. ANY MODIFICATIONS TO THESE TERMS OF SERVICE SHALL SUPERSEDE ALL PREVIOUS VERSIONS. IT IS OUR EXCLUSIVE RIGHT TO, IN OUR SOLE DISCRETION, ALTER, SUSPEND

OR DISCONTINUE ANY ASPECT OF THE WEBSITE OR SERVICES INCLUDING YOUR ACCESS THERETO.

Severability.

In the event that one or more of the provisions, or portions thereof, of these Terms, is determined to be completely or partially unenforceable and/or illegal, the remaining parts of these Terms will be treated as fully effective and they will continue to be valid and enforceable to the fullest extent allowed by Applicable Law. If any part of these Terms of Service or any part of any provision hereof, is adjudicated to be invalid or void, then the remaining provisions shall be executed insofar as the remaining provisions are capable of execution.

Waiver.

The waiver by goLance of User's breach of these Terms of Service shall not constitute a waiver of any subsequent breach by User.

Relationship.

These Terms of Service and any use of the Website and/or Services by any User cannot be treated as a basis for implying or creating any kind of business or professional relationships, such as a franchise, agency, joint venture or partnership between You and goLance.

Assignability.

You may not assign these Terms, including any obligations or rights associated with these Terms, without goLance's prior consent in the written form signed and approved by the fully authorized goLance representatives. For these particular purposes, You are not allowed to use electronic communications such as e-mails, with an exception of facsimiles. Notwithstanding the restriction on assignment, these Terms are to be binding upon, and they are to inure to the User's and goLance's benefit hereto, including their respective successors, representatives, heirs, and assigns.

Genders and Headings.

The use of the masculine, feminine or neuter gender herein shall be deemed to be or include all other genders and the use of the singular herein shall be deemed to include the plural (and vice versa), wherever appropriate. Any headings herein are inserted only as a matter of convenience and reference and in no way define, limit or describe the scope of these Terms of Service, or the intent of the provisions hereof.

Interpretation.

To the maximum extent allowed under Applicable Law, You waive the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party and it shall not be employed in the interpretation of these Terms of Service. You understand and agree that these Terms of Service shall be construed fairly as to all parties and not in favor of or against any of the parties regardless of which party prepared these Terms.

Notices.

You hereby agree that We may provide You with communications about Your Account electronically. Any electronic communications will be considered to be received by You within twenty-four (24) hours of the time We transmit such an e-mail to You. Any notice sent to You by postal mail will be considered to be received by You three (3) business days after We send it.

Notice to Us must be sent by postal mail to: 8 The Green St, Suite 4753, Dover, DE 1990.

Digital Signature.

"By registering for an Account, You are deemed to have executed these Terms of Service electronically, effective on the date You register Your Account or click to accept the Terms of Service, pursuant to the U.S. Electronic Signatures in Global and National Commerce Act (the E-Sign Act) (15 U.S.C. Section 7001, et seq.)."