**Weldian Freelance Marketplace**

**TERMS AND CONDITIONS**

These Terms and Conditions are applicable to freelancers and/or customers using the Weldian Freelance Marketplace (hereinafter referred to as “**Weldian**”).

These Terms and Conditions are a valid and enforceable contract between you and Weldian (hereinafter referred to as the “**Company**”, “**us**”, “**we**”, etc). By joining Weldian as a freelancer or as a customer or using Weldian Website (as defined below), you agree to be bound by these Terms and Conditions.

Weldian is operated by Weldian Pte. Ltd., reg. address: 68 Circular Road, #02-01, Singapore, 049422.

Weldian is a marketplace that allows users to sell and purchase various works and services.

Any guidance we provide as part of our Services (as defined below), such as pricing, listing, and sourcing is solely informational and you may decide to follow it or not. Also, while we may help facilitate the resolution of disputes, Weldian Pte. Ltd. has no control over and does not guarantee: the existence, quality, safety or legality of items advertised; the truth or accuracy of users' content or listings; the ability of freelancers to sell their works and services; the ability of customers to pay for works and services; or that the customer or the freelancer will actually complete a transaction or return the results of works and services.

1. **Definitions**
   1. “Content” means the textual, visual or audio content that is encountered as part of your experience on Weldian Website. It may include, among other things: text, images, sounds, videos and animations. It includes content such as advertising material, and all other works or service related material Posted by freelancers.
   2. “Weldian Website” means any website of Weldian Pte. Ltd and includes all web pages controlled by us.
   3. “Post” means place on or into Weldian Website any Content or material of any sort by any means.
   4. “Product” means the results of any works or services offered for sale by freelancers on Weldian Website.
   5. “Service” means all of the services available from Weldian Website, whether free or charged.
2. **Our contract**
   1. The relationship between us is solely that:
      1. in consideration of a fee charged by us, we provide for the freelancers and the custormers an Internet market place as an arm's length contractor/intermediary;
      2. we act as the freelancers’ agent solely in the collection of money paid by the customers;
      3. we are not partners or joint venturers;
      4. we are not related to any Product sold through Weldian Website.
   2. If the freelancer places his/her professional profile or a Product for sale on Weldian Website, such freelancer undertakes to be bound by these Terms and Conditions and any other terms and conditions, agreements, policies, etc. available on Weldian Website.
   3. If the customer places his/her project or tasks that need to get done on Weldian Website, such customer undertakes to be bound by these Terms and Conditions and any other terms and conditions, agreements, policies, etc. available on Weldian Website.
   4. If the customer searches for and purchases a Product through Weldian Website, such customer undertakes to be bound by these Terms and Conditions and any other terms and conditions, agreements, policies, etc. available on Weldian Website.
   5. When freelancer places a Product on Weldian Website, such freelancer shall be bound to comply with any applicable legislation, both national and international.
   6. Although we are not a party to the contract between a freelancer and a customer, we may remove the Products of such freelancer from offer if the customer or any Weldian Website visitor has a valid complaint against such freelancer. In such case we may also block such freelancer from the use of Weldian Website and terminate our legal relationship with such freelancer.
   7. We may change these Terms and Conditions in any way and at any time. It is the sole responsibility of the freelancers and/or the customers to check for any new versions of these Terms and Conditions posted on Weldian Website in order to check for their rights and obligations hereunder. If the freelancer or the customer does not agree to any amendment hereto, such freelancer or customer shall immediately stop the use of Weldian Website both to sell and/or to buy Products through Weldian Website.
   8. Subject to these Terms and Conditions and to all other legal documents and/or the procedures set out on Weldian Website, you may sell and/or buy the Product through Weldian Website.
3. **Product/Project placement**
   1. Freelancers and customers agree that they shall:
      1. not place on Weldian Website any Product for sale/project that needs to get done which is not of merchantable quality;
      2. not place on Weldian Website any Product/ project that needs to get done which is forbidden or restricted for sale by any applicable national or international legislation;
      3. remove from Weldian Website any Product/ project that needs to get done which for any reason, the freelancer/the customer is unable to supply/to fund;
      4. not re-post any Product/project that needs to get done we remove from offer for sale.
4. **Delivery**
   1. Any and all deliveries of Products shall be made by the freelancer and approved by the customer via Weldian Website subject to a contract between the freelancer and the customer. Both the freelancers and the customers hereby explicitly understand and acknowledge that Weldian Pte. Ltd. does not offer, is not responsible for and is not liable for any matters related to delivery of the Products and acts solely as an intermediary to facilitate the freelancers and the customers to find each other and perform the respective payments for the Products as specified below.
   2. The customers hereby explicitly confirm and acknowledge that any delivery policies applicable to the Products offered by various freelancers through Weldian Website are sole responsibility of such freelancers whereas Weldian Pte. Ltd.is not anyhow involved in the delivery of the Products.
   3. The freelancers are not allowed to include information in their listings which may mislead customers about their rights under the applicable legislation. The freelancers hereby undertake to advise customers what rights they may have under under the applicable legislation.
   4. The freelancers hereby acknowledge and agree that we, at our discretion, may automate some aspects of the returns and refund process if no reply is received to a return request of the customer. The freelancers also acknowledge and agree that we may exercise our reasonable discretion to make a final decision on any refunds where the customer and the freelancer cannot come to agreement.
   5. The freelancers hereby agree that they shall:
      1. try their best to reply to the customer within 3 business days to any refund claims or disputes; if no response is received within 3 business days, Weldian will have to step in to find a solution;
      2. comply with any applicable consumer protection laws and regulations, relating in particular to the freelancers’ obligations to provide full information and accept cancellations and refunds;
      3. when the freelancer has an obligation to return money to the customer for any reason as envisage by the applicable legislation, such freelancer shall do so if the funds have already been transferred to the freelancer by Weldian Pte. Ltd or shall not try to hinder Weldian Pte. Ltd from refunding the funds to the customer if they have not yet been transferred to the freelancer; the freelancers hereby acknowledge and agree that Weldian’s decision on the return of the funds to the customer shall be final;
      4. the freelancers shall provide information to us in respect of any claim for non-delivery and any dispute as to payment, so as to enable us to identify the possibility of fraud.
5. **The selling procedure**
   1. When Posting a Product, it is important that the freelancer sets up its own terms and conditions for customers, such as return & refund policy. It is important that the freelancer clearly specifies the terms and conditions of the sale so that the customers know what to expect. Please make sure to include the following details in the Product listing:
      1. Detailed product description;
      2. Price;
      3. Taxes and any applicable government imposed fees;
      4. Terms of delivery of the Product.
   2. Weldian is not responsible for the fulfillment by the freelacner of the contract to sell a Product.
   3. The freelancer hereby agrees and undertakes to tell us if at any time the supply is exhausted.
6. **Taxation**
   1. The freelancers and the customers hereby acknowledge and confirm that they are generally responsible for any Goods and Services Tax (GST), VAT, sales tax, or any other taxes that apply to Products sold through Weldian Website. For more information about your tax obligations, please contact your respective tax authorities or tax advisors in your country.
   2. In any jurisdiction where Weldian Pte. Ltd has an obligation to collect tax on consumer purchases:
      1. Weldian Pte. Ltd may add the applicable tax to the Product price displayed to the customer;
      2. Weldian Pte. Ltd will display the tax amount at checkout once the customer’s order and delivery address are confirmed, and this will be included in the order total paid by the customer;
      3. Weldian Pte. Ltd will collect this amount via any means available to us, including by deducting the necessary amounts from the funds which are to be transferred to the freelancer or customer, and remit the tax to the relevant authority.
   3. As the freelancer, you acknowledge and agree that where Weldian Pte. Ltd has an obligation to collect tax on consumer purchases and that we may not report tax collected to you.
7. **Our commission and payments to the freelancers**
   1. Weldian serves as a secure place for payments by the customers for the Products offered by the freelancers through Weldian Website:
      1. The customers when purchasing the Products make payment for such Products through Weldian automated payment system only in order to be sure that their funds are secure and will be refunded to the customers if the freelancers do not deliver the purchased Products to the customers;
      2. The funds paid are kept on Weldian Pte. Ltd bank accounts until the freelancer confirms that the Product purchased by the customer is delivered to the customer and the customer does not have any objections regarding the quality of the Product;
      3. If the freelancer does not notify us that it has delivered the Product to the customer within the term indicated in the description of the Product or if the customer notifies us that the Product has not been delivered within the same term, we may provide the freelancer with a reasonable time to deliver the Product and confirm such delivery to us. If the freelancer does not notify us within the given period of time that the Product has been delivered to the customer, we have the right to refund the money paid for the Product to the customer and the freelancer hereby acknowledges and confirms that such refund shall not be challenged by the freelancer;
      4. We will pay the freelancers within 10-60 working days of confirmed delivery of the Products to the customers;
      5. If the customer notifies us that the delivered Product is of unsatisfactory quality, the provisions of clause 4 and applicable cancelation and refund policies shall apply.
   2. Joining Weldian as the freelancer and posting the Products for sale is free. We do retain proportion/commission of each sale. Such commissions are set by Weldian Pte. Ltd and are made available for the freelancers on a regular basis either through Weldian Website, or through personal correspondence with the freelancers, or by any other means of communication at the discretion of Weldian Pte. Ltd.
   3. The freelancers hereby acknowledge and agree that the applicable commissions may change at any time and confirm that the freelancers are solely responsible to check the commissions applicable at any given moment of time.
   4. The Products are offered to the customers at the price indicated by the freelancers, subject to these Terms and Conditions and also the other requirements we set out on Weldian Website from time to time.
   5. Our fees and commissions are payable on demand. The freelancers irrevocably authorise us to deduct them from sums paid to us by the customer.
   6. Weldian Website selling system is an automated system.
   7. If an action by the customer results in a charge back to our account, the freelancer agrees that we may deduct the sum charged back together with any fee paid to our service provider and bank, from any sum due to such freelancer, at or after that time.
   8. If the freelancer or we accept any cancellation and consequently refund money to the customer, we are not obliged to repay commission to the freelancer.
   9. If in our discretion we believe that the freelancers’ performance as a seller results in a significant number of charges back and / or customer disputes or if we believe any freelancer is in breach of these Terms and Conditions, we are free to hold back payments to such freelancer until we are satisfied that disputes have been settled and/ or breach rectified. In these cases, we are also free to terminate legal relationships with the freelancers.
8. **Advertising the Products**
   1. Weldian Pte. Ltd may at its discretion offer advertising services to specific freelancers. If such freelancers accept our offer to advertise market or promote the Product, the following conditions apply.
      1. We may use the services of a specialist Internet marketing business cooperating with Weldian;
      2. Without prior consent of Weldian Pte. Ltd, the freelancers shall not contract with any other person or company for specialist services to advertise Products Posted on Weldian Website. Here the freelancers’ obligation is limited to the extent of the price charged and due to us;
      3. The prices charged to the freelancers will include all payments we make to others;
      4. We give no guarantee as to the success of any advertising placed;
      5. We might post information about the Products, including images, on our social media platforms.
9. **Product warranties**
   1. The freelancers hereby warrant that any Product placed on Weldian Website for sale:
      1. is not: illegal, obscene, abusive, threatening, defamatory, invasive of privacy, infringing any intellectual property rights, or otherwise injurious to any third party;
      2. does not offend against the law of any country whose citizens might purchase it.
   2. The freelancers hereby warrant that they own the copyright of any Content they place on Weldian Website for sale, or that they have the permission of the copyright owner:
      1. to enter or upload that Content;
      2. to receive the net proceeds of such sales as arise.
10. **How we handle Content**
    1. If the freelancer Posts Content to any public area of Weldian Website, it becomes available in the public domain. We have no control over who sees it or what anyone does with it.
    2. The freelancers hereby irrevocably authorize us to publish feedback, comments and ratings about the Products, services and activities through Weldian Website, even though it may be defamatory or critical. If a freelancer has a problem with feedback or thinks it is not true, such freelancer is solely responsible to contact the person who Posted such feedback, comment, rating and solve this issue individually with such person.
    3. Posting Content of any sort does not change the freelancers’ ownership of the copyright in it. We have no claim over it and we cannot protect such freelancer’s rights.
    4. The freelancers understand that they are personally responsible for their breach of someone else's intellectual property rights, defamation, or any law, which may occur as a result of any Content having been posted by such freelancers.
    5. The freelancers accept all risk and responsibility for determining whether any Content is in the public domain and not confidential.
    6. Please notify us right away of any security breach or unauthorised use of your account.
11. **Using Weldian Website**
    1. We invite freelancers to Post Content to Weldian Website for marketing their Products. We have to regulate the use of Weldian Website to protect our business and our staff, to protect other users of Weldian Website and to comply with the law.
    2. While using Weldian Website, you will not:
       1. be unlawful, or tend to incite another person to commit a crime;
       2. be obscene, offensive, threatening, violent, malicious or defamatory;
       3. infringe any laws, third party rights or our policies;
       4. be sexually explicit or pornographic;
       5. be likely to deceive any person or be used to impersonate any person, or to misrepresent your identity, age or affiliation with any person;
       6. use a Posting to solicit responses unconnected with the purpose of Weldian Website or the terms proposed by these Terms and Conditions.
       7. sell or buy on Weldian Website if you are not able to form legally binding contracts, are under the age of 18 or are suspended from selling or buying on Weldian Website;
       8. circumvent or manipulate our fee structure, the billing process, or fees owed to Weldian;
       9. distribute or post spam, unsolicited or bulk electronic communications, chain letters or pyramid schemes;
       10. distribute viruses or any other technologies that may harm Weldian Website or the interests or property of Weldian;
       11. harvest or otherwise collect information about users, including email addresses, without their consent.
       12. Offer or reference your contact information or ask the customer for their contact information in the context of buying or selling outside of Weldian, you may be liable to pay a commission fee applicable to that item.
    3. The freelancers and the customers hereby irrevocably acknowledge and agree that we, at our sole discretion, may refuse, or edit, or remove any Content and/or Posting, either in full or in part, which does not comply with these Terms and Conditions, any other binding document on Weldian Website, any applicable law or regulation.
    4. The freelancers and the customers hereby irrevocably agree that they will not, and will not allow any other person to:
       1. modify, copy, or cause damage or unintended effect to any portion of Weldian Website, or any software used within it;
       2. link to Weldian Website in any way that would cause the appearance or presentation of Weldian Website to be different from what would be seen by a user who accessed Weldian Website by typing the URL into a standard browser;
       3. download any part of Weldian Website, without our express written consent;
       4. share with a third party any login credentials to Weldian Website.
12. **Copyright and other intellectual property rights**
    1. All Content on Weldian Website is the property of either us, our affiliates, the freelancers or the customers. It is all protected by national and international copyright laws.
    2. You may not copy, modify, publish, transmit, create derivative works from, or in any way exploit any of the content, except as is expressly permitted in these Terms and Conditions or with our written consent.
    3. For the sake of good order, you should note that copyright exists in compilations and graphic images, shapes and styles, as well as in raw text.
13. **Interruption to the Service**
    1. We give no warranty that the operation of Weldian will be satisfactory to you.
    2. We will do all we can to maintain access to Weldian Website, but it may be necessary for us to suspend all or part of our Service for repairs, maintenance or other good reasons. We may do so without telling you first.
    3. You acknowledge that our Service may also be interrupted for reasons beyond our control.
    4. You agree that we are not liable to you for any loss whether foreseeable or not, arising as a result of interruption to our Service and/or operation of Weldian and/or Weldian Website.
14. **Trading on Weldian and limitation of liability**
    1. While we try our best to maintain a safe trading environment, you accept that there are unfortunately sometimes risks when trading online and using Weldian Website, including dealing with fraudulent people.
    2. You will not hold Weldian responsible for other users' content, actions or inactions, any business loss (including loss of profits, revenue, contracts, anticipated savings, data, goodwill or wasted expenditure) or any other indirect or consequential loss whatever.
    3. You acknowledge that Weldian Website is a venue to allow anyone to sell, and buy Products, at any time, from anywhere, in a variety of pricing formats and locations. We are not involved in the actual transaction between freelancers and customers.
    4. We have no control over the ability of customers to pay for items and/or freelancers to supply such Products or that the customer and the freelancer will actually complete a transaction.
    5. You must ensure that you comply with your obligations and are aware of any laws relevant to you as the freelancer.
    6. You alone, and not Weldian, are responsible for ensuring that your listing, selling, buying and any other activities conducted on our site are lawful. You must ensure that you comply with all applicable laws, either national or international. You must also ensure that you strictly comply with these Terms and Regulations and the policies and other documents which are available at Weldian Website and which make an integral part of a contract between us together with these Terms and Conditions.
    7. We do not take ownership of the Products at any time and do not transfer legal ownership of the Products from the freelancer to the customer.
    8. We cannot guarantee continuous or secure access to Weldian Website, and its operation may be interfered with by numerous factors outside of our control. Accordingly, to the extent legally permitted, we exclude all implied warranties, terms and conditions. We are not liable for any loss of money, goodwill or reputation, or any special, indirect or consequential damages arising, directly or indirectly, out of your use of or your inability to use Weldian Website or Services.
    9. Weldian Website and Services are provided "as is". As to Weldian Website and Services, we make no representation or warranty of any kind, express or implied, including, without limitations, warranties:
       1. as to fitness of Weldian Website and Service for a particular purpose;
       2. as to availability and accessibility, without interruption, or without error;
       3. any obligation, liability, or remedy in tort whether or not arising from our negligence.
    10. You now expressly release us from any and all claims and liability known and unknown, arising in any way from a dispute between you and the customer.
15. **Indemnity**
    1. 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 these Terms and Conditions, or your infringement of any law or the rights of a third party in the course of using Weldian and/or Weldian Website.
16. **Miscellaneous matters**
    1. If any term or provision of these Terms and Conditions is at any time held by any jurisdiction to be void, invalid or unenforceable, then it shall be treated as changed or reduced, only to the extent minimally necessary to bring it within the laws of that jurisdiction and to prevent it from being void and it shall be binding in that changed or reduced form. Subject to that, each provision shall be interpreted as severable and shall not in any way affect any other of these terms.
    2. If you are in breach of any term of these Terms and Conditions or any other documents made available on Weldian Website, we may:
       1. terminate your account and refuse access to Weldian Website;
       2. remove or edit Content, or cancel any order at our discretion;
       3. terminate legal relationships between you and us and forbid you from registering with us again.
    3. Any obligation in these Terms and Conditions intended to continue to have effect after termination or completion shall so continue.
    4. No failure or delay by any party to exercise any right, power or remedy shall operate as a waiver of it nor indicate any intention to reduce that or any other right in the future.
    5. You agree that all our electronic communications satisfy any legal requirement that such communications be in writing.
    6. The headings in these Terms and Conditions are for convenience only and shall not limit or otherwise affect any of the terms or provisions hereof.
    7. These Terms and Conditions, and all other documents mentioned herein and/or made available on Weldian Website from time to time, constitute the final, exclusive and complete understanding and agreement of the parties and supersede all prior understandings and agreements. Nothing in these Terms and Conditions shall affect the liability of either party for fraudulent misrepresentation. Any waiver, modification or amendment of any provision of these Terms and Conditions shall be effective as of the date when such waiver, modification or amendment are made available on Weldian Website.
    8. No behavior by either party hereto shall be deemed to constitute a waiver of any rights according to these Terms and Conditions, and/or a waiver of or consent to any breach or default in respect of any of the terms hereof, or a change, invalidation or addition to any term, unless expressly made in writing.
    9. So far as the law permits, and unless otherwise stated, these Terms and Conditions do not give any right to any third party.
    10. We shall not be liable for any failure or delay in our performance of these Terms and Conditions which is caused by circumstances beyond our reasonable control.
    11. In the event of any conflict between any term of these Terms and Conditions and the provisions of the constitution of a limited company or any comparable document intended to regulate any other corporate or collective body, then the terms of these Terms and Conditions shall prevail.
    12. These Terms and Conditions, and any dispute, controversy, proceedings or claim of whatever nature arising out of or in any way relating to this agreement or its formation (including any non-contractual disputes or claims), shall be governed by and construed in accordance with the laws of Singapore.
    13. Any dispute, controversy or claim arising under, out of or relating to these Terms and Conditions and any subsequent amendments of these Terms and Conditions or under any other documents made available on Weldian Website, including, without limitation, its formation, validity, binding effect, interpretation, performance, breach or termination, as well as non-contractual claims, shall be settled by the parties by means of negotiations. If the parties cannot reach an agreement within two calendar weeks following the initiation of the negotiations by a party, any of the parties may submit the claim for final settlement to the local courts of Singapore.