

# Terms of Use

## 1. General

### 1.1 Website

- a. These terms of use relate to the website operated by Work for Impact Limited (Business reg number 2837363) (WFI) at [www.workforimpact.com](http://www.workforimpact.com) and the services provided through or in connection with the website by WFI.
- b. You are only authorised to access or use the website if you accept and agree to these terms. Your continued use of the website is acceptance of, and agreement to be bound by, these terms and any modifications. If you are agreeing to these terms on behalf of your employer or a third party, you warrant to WFI that you have the authority to bind your employer or that third party. WFI may exclude any users from accessing the website if they breach these terms.
- c. You must not link to this site from a site, or in any other manner, which disparages the reputation of WFI, its related bodies corporate, officers, employees, volunteers, clients, suppliers or advertisers.

### 1.2 Modification

- a) WFI may modify these terms from time to time, and any such modification will be effective on posting of the modification on the website.

## 2. Accounts

### 2.1 General

- a. In order to access the service provided by WFI and for Clients and Freelancers to engage with each other, an account is required. In registering for an account, you confirm your authority to so register and agree to these terms of use on behalf of the Client, Freelancer or account holder.
- b. Anyone who accesses the website, including as a member of a Client's team, must comply with these terms of use.
- c. To be eligible for an account, you must be old enough to enter into a contract and be a company, association or independent contractor. The intention of WFI is to make it easier for businesses to connect with each other for the supply of freelance services. By signing up for WFI, you warrant to WFI that you:
  - i. are over the age of 18; and
  - ii. if you are a Freelancer, hold any licence or other authorisation required to provide the Services as an independent contractor in the jurisdiction where you are established.
- d. It is WFI's intention to build and operate a community of value-driven organisations and individuals who place importance on integrity, honesty and sustainability, the purposes of which are generally considered to be charitable or not-for-profit, and who respect and promote our values. Without limiting any other rights WFI has, WFI may decline to register an account, or de-register an account that does not comply with these values, does not respect internationally recognized human rights and labour standards, violates

international humanitarian laws, or which WFI does not consider to be an impactful organisation.

- e. You are responsible for keeping your login details secure and must ensure that you do not share your user name and password with any third party. WFI will not be responsible for any losses you incur for failing to secure your account or sharing your login details.
- f. Work for Impact Community is hosted on [Circle](#). By joining WFI as a freelancer you will automatically become a member and gain access to curated job opportunities, community support, and the chance for your profile to be featured on other platforms. You can opt-out from WFI Community by contacting Work For Impact Customer Support at [support@workforimpact.com](mailto:support@workforimpact.com).

## 2.2 Identity

- a. We may require you to provide documentary evidence of your identity (including government-issued identification documents). You authorise WFI to verify the authenticity of this information, including by disclosing it to third-party identity verification services.
- b. You must cooperate with us to verify your credit card or bank account details. Where you provide us with bank account details for making deposits, we may make a small deposit and require you to confirm receipt (for example, by giving us a code included in the transaction description). For credit cards, you authorise us to place a small hold on your credit card to verify that it is valid.
- c. If WFI is not reasonably satisfied as to your identity, we may (but are not obliged to) immediately suspend or terminate your account.

## 2.3 Fees and payments

- a. The fees payable for membership of WFI are set out [here](#) (Fees). WFI reserves the right to amend the Fees on 30 days' notice, by posting an amended schedule of Fees to the website.
- b. To the extent permitted by law, all Fees paid to WFI are non-refundable.
- c. WFI is a marketplace platform. All payments will be conducted in the currency indicated by WFI. WFI is not responsible for any fee or other charge that your bank or credit card Freelancer levies on transactions (including international transactions).
- d. You agree that WFI is under no responsibility to cover any shortfall in any payment in respect of Services.
- e. If a Client and a Freelancer agree to a guaranteed payment arrangement (whereby the fees for the Services are deducted and held against the nominated credit card until the Services are completed to the Client's satisfaction), you acknowledge that the fees will not be paid to the Provider until the earlier of:
  - i. the Client indicates that the Services to which the fees relate have been performed; or
  - ii. the Provider has made a claim for the payment and the Client has not disputed that claim within 7 days.
- f. Both Client and Freelancer acknowledge and understand WFI utilises a third party provider to manage and operate payments, including both accepting and making payments. The relevant terms are set out at <https://workforimpact.com/transparency-of-fees> and are incorporated into these terms by reference.
- g. At any time, should a Client or Freelancer not agree to the use of the current third party provider, Client or Freelancer shall notify WFI immediately.
- h. Clients should be aware that they do not obtain the right to use the intellectual property provided by a Freelancer until payment is received by the Freelancer.

- i. If you fail to pay any amount due to WFI by the due date for payment, in addition to any other rights which WFI may have within the law, WFI may in its sole discretion:
  - i. refer any unpaid debt to debt collection;
  - ii. provide information to credit reporting agencies; or
  - iii. suspend or close your account.

## 2.4 Client-specific terms

- a. The terms in this clause 2.4 apply to Clients.
- b. Payment for any Fees due to WFI will be deducted from your nominated credit card in accordance with your level of membership.
- c. Payment for Services will be deducted from your nominated credit card on confirmation that the Services were completed or, if you do not notify the Freelancer of a dispute, seven days from the date on which the Freelancer notified us of an amount payable by you in respect of the Services.
- d. Where the agreement between the Client and the Freelancer involves a pre-authorisation of your nominated credit card, you authorise WFI to pre-authorise that amount on your nominated credit card.
- e. You must not fail to deliver or cause us to fail to deliver, payment to a Freelancer for Services that you have received.
- f. Your account permits you to nominate others within your Client organisation as members of your team and, depending on the level of authority you grant them, allows them to perform certain functions and engage in transactions on the Client's behalf. Where any person uses functionality as a nominated member of a Client's team, any actions taken through their account are deemed to be the Client's actions regardless of whether or not they are a current employee or contractor of your Client organisation. The Client is responsible for managing the members of its team, including ensuring that it removes users from its team when their authority to act on behalf of the Client ceases.

## 2.5 Freelancer-specific terms

- a. The terms in this clause 2.5 apply to Freelancers.
- b. Payments due to you will be credited against your account and WFI will deduct any Fees and any payments or refunds you are required to make to a Client from that account.
- c. At the times set by the Freelancer in their account settings, WFI will pay any positive balance of your account to your nominated Stripe or Payoneer account. Due to the nature of bank transfers, there may be some delay between WFI processing a payment to you and your receipt of that payment. WFI has no liability to you in connection with this delay.
- d. If your account has an insufficient balance for the payment of any Fees, refunds or other payments, you authorise us to debit this amount from your nominated credit card.
- e. You must ensure that you only submit amounts for payment to WFI where you are entitled to payment by the Client in respect of Services that you have performed. For the purposes of ensuring that you are entitled to payment where you are performing services on an hourly basis, you acknowledge and agree that you will be required to permit WFI to monitor your performance of the Services by using the monitoring software provided by WFI and submitting such other information as WFI may reasonably request.

## 2.6 Services offered through the site

- a. You acknowledge that WFI is a marketplace platform and its purpose is to connect Clients with Freelancers and to offer a third-party payment solution. WFI is not a party to any agreement between the Client and Freelancer for the performance of Services.
- b. Freelancers offer their services to Clients based on the [Terms for Services](#). Freelancers must not require clients to enter into any additional agreement that is inconsistent with the Terms for Services.
- c. You acknowledge that entering into an agreement for Services is an activity that each party to that agreement for Services undertakes in its sole discretion and risk and that you will have no recourse to WFI for any loss arising out of the Services whatsoever. WFI provides no legal advice or guarantees as to suitability of the Terms for Service for your particular situation and recommends you seek your own legal advice regarding them.
- d. You are responsible for assessing whether the other party to any agreement for Services is suitable, appropriately qualified and equipped for the purposes of providing the Services.

## 3. Restraint

### 3.1 Operation of restraint

- a. You agree that during the period that you have an account on the website and for 12 months thereafter you agree that you will not make direct or indirect contact with other users of the website for the purposes of:
  - i. contracting outside the website;
  - ii. making an arrangement for some or all of the payments for Services to be made other than through the website; or
  - iii. offering, soliciting or enticing a user into your employment or engagement as a contractor, unless you have entered into an alternative arrangement under clause 3.2.
- b. You agree to notify WFI immediately if you become aware of any breach of the restraint in this clause 3.1.
- c. If you breach this clause 3.1, in addition to its other rights, WFI may charge the waiver fee specified in clause 3.2.

### 3.2 Alternative arrangements

- a. The restraint in clause 3.1 does not apply where WFI agrees to waive it. As a condition of waiving the restraint, WFI may require the party requesting the waiver to pay a waiver fee of the equivalence for three months gross salary.

## 4. Software

If you choose to or are otherwise required by WFI to install any software on your computer, your use of the software is subject to the end user licence agreement included with the software.

## 5. Content on the website

## 5.1 Copyright and trade marks

- a) Material contained on the website may be protected by intellectual property laws. Unless otherwise indicated, or it is otherwise clear from the circumstances, WFI controls the copyright and other intellectual property in the content and design of the website.
- b) You must not copy, modify, translate, publish, broadcast, transmit, communicate to the public, distribute, perform, display, sell or reproduce any material contained in the website in whole or part without the prior written approval of WFI (or, where WFI does not control the relevant rights, without the prior written approval of the owner of the relevant rights), except as permitted under applicable copyright law.
- c) Trade marks and/or logos may be displayed on the website from time to time. These trade marks and/or logos must not be used without the prior written approval of the relevant owner.

## 5.2 Restrictions

- a. Material contained on the website may be protected by intellectual property laws. Unless otherwise indicated, or it is otherwise clear from the circumstances, WFI controls the copyright and other intellectual property in the content and design of the website. You may not:
  - I. license, sub-license, sell, re-sell, rent, lease, transfer, distribute, time share or otherwise make any your account available to third parties;
  - II. manually or by automatic means copy, modify, download, scrape, frame, harvest, mirror or otherwise aggregate information from or through the website without our prior written permission.

## 5.3 Links to other websites

- a. The website may contain links to other websites that are external to WFI. WFI has no direct control over the content or operation of any linked website and is not responsible for any such content or operation.
- b. Inclusion of any linked website on the website does not imply approval or endorsement of the linked website or its contents by WFI.

# 6. User-generated content

## 6.1 General

- a. You must not post any content on the website:
  - I. that infringes any other party's intellectual property rights or contravenes any applicable law or regulations; or
  - II. that is obscene, offensive, fraudulent, defamatory, misleading or deceptive.
- b. Any review or feedback posted by you on the site must be reasonable and honest and you must not offer any incentive or make any demand for payment or other compensation in return for altering any review or feedback without our prior written permission.
- c. Our feedback system allows for Clients and Freelancers to have the final say regarding whether a review is published on the website or not. You acknowledge that reviews are moderated this way and may not necessarily represent the experience of everyone who has interacted with that party.

## 6.2 Restrictions

- a. You must not use the website to create, use, send, store, or run viruses or other malicious code, files, scripts, agents, or programs, or circumvent or disclose the user authentication or security of the website or any related network, or account.

## 6.3 Misuse and errors

- a. If WFI considers that information or content on the website is unreliable or inaccurate, it may, in its sole election:
  - I. inform users of the website;
  - II. endeavour to make an appropriate correction;
  - III. remove any information or content, including but not limited to links to other websites, without providing any explanation; or
  - IV. suspend the operation of all or any part of the website.
- b. If you become aware of misuse of the website by any person, any errors in the content on the website, any difficulty in accessing or using the website, or any questions about these terms, please contact WFI by email on [help@workforimpact.com](mailto:help@workforimpact.com)

# 7. Policies

## 7.1 Privacy

- a. WFI respects the privacy of individuals. WFI will deal with personal information collected via the website in accordance with its [Privacy Policy](#).
- b. If you are a Freelancer, you acknowledge and agree that WFI may monitor your performance of services that are performed on an hourly basis and, during the course of this monitoring, may capture information from your computer, such as screenshots.

## 7.2 Generally

- a. You must ensure that you comply with all of WFI's policies posted on our [Privacy Policy page](#).

# 8. Liability

## 8.1 Limitations of liability

- b. Although WFI takes care to ensure otherwise, WFI does not guarantee that:
  - i. you will be able to access the website at all times;
  - ii. your access will be uninterrupted or secure;
  - iii. information found on the website is current, accurate or complete; or
  - iv. the website and any software provided through it is free of viruses and bugs.
- c. Except as imposed by statute, in no event will WFI be liable to you or any third party for any direct or indirect loss arising from your use of the website, your reliance on any information found on the website, any technical failures, delays in operation or transmission or malfunctions in equipment or software, loss of profits, sales or business, loss of anticipated savings, loss of use or corruption of software, data or information, work stoppage or any consequential, incidental, special, punitive, or exemplary damages arising out of or related to the transactions contemplated under this agreement, even if apprised of the likelihood of such losses.
- d. To the extent that we are able to limit the remedies available under this agreement, we limit our liability for breach of a non-excludable condition or warranty implied by virtue of any

legislation to, at our option, the supply of the relevant services again or the payment of the cost of having the relevant services supplied again.

- e. As WFI is not a party to any contract for Services, you acknowledge that WFI has no liability in respect of Services.
- f. Where a Client appoints WFI to audit a Freelancer for the purposes of determining whether any hourly fees are properly due and payable, you acknowledge that:
  - i. WFI is not a party to the dispute, but a third-party appointed to resolve the dispute; and
  - ii. the dispute is determined in WFI's sole discretion, and to the extent permitted by law, WFI has no liability to a Client or a Freelancer in respect of its determination.
- g. on acceptance or deemed acceptance of an invoice, the Client must pay the amount shown to the Freelancer through the Platform and the Platform will automatically deduct the amount from the Client's account.

## 8.2 Indemnity

You indemnify WFI against all liabilities, losses, damages, costs and expenses (including all legal costs, whether incurred or awarded) suffered or incurred by WFI in relation to any breach of these terms of use by you.

## 9. Tax

- a. In no event should any content posted on the website be relied on or construed as tax or legal advice or otherwise. You should independently verify the accuracy of any content.
- b. You may pay certain Fees to WFI for the use of the website.
- c. Depending on your jurisdiction, WFI may be required by applicable law to collect sales tax or other levies based on these Fees.
- d. Sales tax is used as a comprehensive term that includes, but is not limited to VAT, GST, and other taxes imposed on the sale of goods and services. In such instances, any amounts WFI will calculate and charge the applicable sales tax rate based on WFI's Fees.
- e. WFI does not collect or report sales tax on the compensation paid by a Client to a Freelancer. If such fees are subject to sales tax, the Freelancer is responsible for collecting and paying the applicable sales tax to their tax jurisdiction.
- f. In the event that WFI has not charged any required sales tax on its Fees, WFI are responsible for paying any taxes, including any goods and services or value added taxes, which may be applicable depending on the jurisdiction of the services provided.
- g. WFI shall and cannot accept the responsibility to determining the best ways for issuing any formal invoices, or for withholding, remitting or determining any taxes applicable to a Freelancer's fees charged to Clients.
- h. WFI 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 defend and indemnify Work for Impact against any and all such contributions or taxes, including all associated interests and penalties incurred by WFI as a result of your failure to comply with tax filing or payment obligations.
- i. Specifically, you acknowledge and agree that you are solely responsible:
  - i. for complying with their obligations under income tax provisions in your jurisdiction;
  - ii. for all tax liability associated with payments received from Clients and through WFI, and that WFI will not withhold any taxes from payments;

- iii. to obtain any liability, health, workers' compensation, disability, unemployment, or other insurance needed, desired, or required by law, and that you are not covered by or eligible for any insurance from WFI;
  - iv. for determining whether the Freelancer is required by applicable law to issue any particular invoices for the Freelancer's fees and for issuing any invoices so required;
  - v. for determining whether the Freelancer is required by applicable law to remit to the appropriate authorities any value added tax or any other sales taxes or similar charges applicable to its fees and remitting any such taxes or charges to the appropriate authorities, as appropriate.
- j. In the event of an audit of WFI, if you are a Freelancer, you agree to promptly cooperate with WFI and provide copies of your tax returns and other documents as may be reasonably requested for purposes of such audit, including but not limited to records showing that you are engaging in an independent business as represented to WFI.
- k. All WFI Users (Clients and Freelancers) are solely responsible for creating and maintaining records to document satisfaction of their respective obligations under this Agreement, including, without limitation, their respective payment obligations and compliance with tax and employment laws.

## 10. Miscellaneous

- a. We may choose to process any credit card transactions ourselves or through authorised third parties such as an affiliate of ours or a credit card merchant. Any authorisation you grant us in respect of your credit card includes an authority for those authorised third parties.
- b. The word "including" and its other grammatical forms are not words of limitation.
- c. This agreement embodies the entire understanding and agreement between the parties as to its subject matter. All previous negotiations, understandings, representations, warranties, memoranda or commitments in relation to, or in any way affecting, the subject matter of this agreement are merged in and superseded by this agreement.
- d. Nothing contained in these terms of use creates an agency, partnership, joint venture or employment relationship between WFI and you or any of WFI or your respective officers, employees, agents or contractors.
- e. You may not assign your rights under this agreement without WFI's prior written consent.
- f. These terms of use are governed by and must be construed in accordance with the laws of Hong Kong. Each Party irrevocably agrees that the courts of Hong Kong shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims).

## 11. Definitions

Where commencing with a capital letter:

- a. **Client** means a user of the website who has a Client account with WFI for perusing or acquiring the services of a Freelancer;
- b. **Fees** has the meaning given to it in clause 2.2;
- c. **Freelancer** means a user of the website who has a Freelancer account for offering or providing services to Clients through the website;
- d. **Services** means services procured by a Client from a Freelancer;
- e. **Terms for Services** means the [Terms for Services](#).