

CONDITIONS OF USE OF THE BEEBENCH PLATFORM.

The present general conditions of use are concluded between Beebench. Creative Matching, S.L., C.I.F ES-B87717393, domiciled at Moreto 17, 5th Street, 28014 Madrid, Spain (hereinafter "Beebench" or "Company"),

and,

The user of: <https://www.beebench.com>

- **Client:** means any company legally established in the European community or in Switzerland that uses the Platform for strictly professional purposes, to contact or be connected to one or more Freelancer.
- **Content:** means any information, message or information of any kind (text, images, videos, photographs, comments, trademarks, corporate names, etc.) published by a User on the Platform.
- **Freelancer:** refers to any individual who acts as a self-employed under legal conditions in the European community or in Switzerland and offers its services to customers through the Platform.
- **Project:** Example of professional creative work published by the Freelancer.
- **Briefing:** Description of a mission for which the Client is looking for a Freelancer.
- **Platform:** means the website whose address is <https://www.beebench.com>
- **Plans or Services:** refers to all the options and tariffs of the services offered by Beebench in the Platform for the connection between Freelancer and Clients.
- **Users:** designates Freelancers and Clients.

Preamble

The Company operates an accessible web platform at <https://www.beebench.com> which allows the Freelancer of the creative sector and the Clients to be contacted.

These conditions are intended to govern the terms and conditions of use and sale of the Site, as well as to define the rights and obligations of Users, Customers and Freelancer, put in contact through the platform.

Access to the Platform implies knowledge and acceptance of these Conditions:

1 - Registration and access to the Platform

To access the Plans and Services, the User must create an account registering for free in the Platform.

The user must be at least 18 years old and be legally able to enter and use the Platform in accordance with these Terms. In case of being a legal entity, it must be a company legally established in the European community or in Switzerland.

Access to the account created is protected by an identifier and password chosen by the User when registering on the Platform. Users are solely responsible for the use that can be made of their username and password, and are solely responsible for the confidentiality and any use of their account.

To appear on the Platform and be visible to other Users, the Freelancer must complete and update their profile data.

If the Freelancer provides false, inaccurate, or incomplete information, Beebench will have the right to suspend or close your account and refuse access to all or part of the Services.

Access to the platform is free and free but registration as a Freelancer and access to services are reserved exclusively for Companies (Clients) and Autonomous (Freelancer) legally registered or registered in the European community or in Switzerland.

Beebench shall have the right to suspend or close its account and refuse access to all or part of the Services if the User does not comply with said requirement.

Users are required to comply with all legal and fiscal obligations incumbent upon them under the law applicable to their status in their country of fiscal residence, as well as the obligations derived from their use of the Platform.

The platform is accessible 24/24, every day of the year.

Beebench reserves the right, without prior notice or indemnification, to temporarily or permanently close the Platform or access one or more Services to perform an update or a change.

Beebench reserves the right to make to the Platform and Services all modifications and improvements that it deems necessary or useful for the correct functioning of the Platform and its Services.

2 - Rates and Plans (service offers)

Registration is completely free for Freelancers.

The Platform offers the following payment services for Clients:

- Basic Plan | Browse: Search for projects published by Freelancer, without the possibility of communicating with them or accessing their personal or contact information. This service is free.
- Pro Plan | Connect: Direct search for a Freelancer. The Customer can search and select through a Creative Profile in the platform database, and use an internal messaging of the site to contact him.
- Pro Plan | Brief & Match: Publication of a briefing. The Client can publish the description of a creative work to be done and consult the profiles and budgets of the interested Freelancer and use an internal messaging system to get in touch with them.

Regarding the services indicated, the Client will pay the contact with the Freelancer and the publication of briefings, at the rates indicated in the price table of the section "Rates and plans" of the website.

3 – Payment

Payment by the customer is made at the time of order with credit card through a secure online payment service.

4 - Review of briefings

Beebench wants to guarantee the quality of the projects published in the platform. For this, Beebench reviews all the briefings made by the Client before its publication to verify inter alia if the information to be published is sufficiently clear, precise, complete, coherent and if the maximum deadlines and budgets indicated seem sufficient to ensure certain criteria high quality.

If, after this review, it is considered that the briefing should be modified, Beebench will contact the Customer by email or telephone to share their observations and request the correction or modification of the briefing. If Beebench and the Client do not agree on the content of the advertisement, Beebench may refuse to publish the briefing, failing to comply with the quality standards imposed on the Platform.

5 - Valuation of Freelancers

Once the Customer and the one Freelancer have been contacted through the platform, the work ordered that the Client evaluates the delivery of services by the Freelancer will be requested. The evaluation made by the Client will be published in the profile of the Freelancer. So that other users of the platform can get to know the Freelancer.

Freelancers can also be evaluated by experts named by Beebench or Beebench teams based on the projects published in the Platform and / or its main portfolio.

Users of the platform can value the quality of published projects, allocating between one and five stars to each project, for each discipline associated with the project. The sum of stars for each discipline determines the overall valuation of the creative by the users.

6 - Obligations of Users

The User agrees to access and use the Platform and Services in accordance with the current laws and these General Terms and Conditions.

In this sense, the User acknowledges that, for the sole purpose of verifying compliance with these General Conditions and applicable laws, the Company may access any content published or exchanged in the Platform.

It also acknowledges that Beebench may intervene to moderate the published Contents if they do not respect the laws and regulations in force, as well as the obligations of the Users under these General Conditions.

Users undertake to pay for the services established in section 2 of this document.

The User undertakes to make all the declarations and formalities necessary for its activity, as well as to comply with all its legal, social, administrative and tax obligations and with all the specific obligations incumbent to it under the applicable Spanish legislation and / or during its activity and the use of the Services.

Upon request, the User undertakes to provide Beebench without delay with proof that it complies with the conditions set out in this Clause.

The User is solely responsible for compliance with the above-mentioned formalities.

Beebench shall have no liability whatsoever for the correct performance of the same. The User shall abstain from any extraction of the content of the Platform for a similar or competitive activity, or for recruiting purposes.

The Client undertakes to sufficiently detail his briefings to allow a correct evaluation of the work and budget by the Freelancer.

The Client also refrains from using the Services and the Platform to promote his business or that of a third party. In this regard, it undertakes not to send advertising messages to the Users of the Platform.

The Freelancer undertakes to keep strictly confidential all the information it has received or accessed through the platform.

The users agree not to share with others or in the social networks any exchange or extract of conversation that comes from the messaging of the Site.

7 – Responsibilities

User Responsibility

The User is solely responsible for any direct or indirect damage that may result from the publication of inaccurate, incomplete and / or misleading information that may be provided at the time of registration or for not updating said information.

The User is solely responsible for all Content that he chooses to put online in the Platform.

The user must ensure that he has the right to broadcast and / or publish all the contents that he decides to put on the platform. It is solely responsible in the event of a dispute over the rights of distribution, publication, or copyright of the published content.

The User expressly refrains from publishing any Content that is offensive, defamatory, slanderous, racist, xenophobic, contrary to morality and morality, or infringing, public order or third party rights, reputation or image, as well as the image of Beebench and, in general, any content that constitutes an infraction to the law and / or the regulations, in particular of penal character.

Beebench Responsibility

Beebench will make every effort to ensure access and smooth operation of the Platform and Services 24 hours a day, 7 days a week.

However, given the inherent limitations of the Internet, Beebench can not exclude access to and operation of the Platform and Services, due to force majeure, Internet network failures, or due to maintenance operations aimed at improving the Platform.

Consequently, Beebench is not responsible for any interruption of the Services, whether voluntary or otherwise, being specified that it undertakes to do everything possible to limit interruptions.

Beebench makes available to the Freelancers and Clients the technical tools and means that allow them to get in touch with them. Its responsibility is limited to the provision of these means, and to the bringing together of both parties.

Beebench and the User are independent parties, each acting on its own behalf and in its own name.

Beebench can not in any case be considered as employee / employer or agent of a User.

Beebench can not be held responsible for false, misleading or non-updated information published by the Freelancer.

Also, Beebench reserves the right not to transmit to the Freelancer the messages of the Customers, when they do not respect the conditions of use of the Site.

8 - Disputes between Customers and Freelancer

Beebench can not under any circumstances be held responsible for the projects carried out between Customers and Freelancer, since it only establishes a contact between both.

The Freelancer and Customer disclaim liability to Beebench as well as Beebench's administrators, agents, subsidiaries, associates and employees against any claims, claims and damages of any kind that may arise because of a dispute between the Freelancer and the Customer as well as the Freelancer and other Freelancer of the Platform.

9 - Personal information

Beebench declares its commitment to comply with the legislation in force always in terms of data protection, specifically with Organic Law 15/1999, of 13 December, on Personal Data Protection (LOPD) as well as Royal Decree 1720/2007 of December 21, which approves the regulations for the development of Organic Law 15/1999 and other applicable laws.

The Freelancer acknowledges that the personal data of Beebench Platform Customers that are processed during the development of this contract are the sole responsibility of Beebench.

If the Freelancer must access personal data Beebench responsibility for the provision of services here regulated, will be considered as an access for third parties regulated by article 12 of the LOPD for which the Freelancer will treat the data exclusively in accordance with Beebench's instructions and will not be applied or used for any purpose other than the one established in this contract nor will it be communicated to other persons, not even for its conservation.

The Freelancer shall adopt the necessary technical and organizational measures to guarantee the security of personal data and thus prevent its alteration, loss, treatment or unauthorized access, considering the state of the art, the nature of the data stored and the risks to which they are exposed.

Once the contractual provision of this agreement has been carried out, the personal data must be destroyed or returned by the Freelancer to Beebench, just like any support or documents that contain personal data.

10 - Intellectual Property

Beebench is the owner or licensee of the intellectual and industrial property rights that fall on the texts, graphic design, source code and all other content of the Platform protected under the laws of intellectual and industrial property.

Consequently, Beebench has exclusive rights to exploit them in any form and the rights of reproduction, distribution, public communication and transformation, in accordance with Spanish intellectual property rights legislation and industrial.

The authorization to the Freelancer for access to the Platform does not imply a waiver, transmission, license or total or partial transfer of rights of intellectual or industrial property by Beebench.

It is not authorized to modify, copy, reuse, exploit, reproduce, publicly communicate, make second or subsequent publications, upload files, send by mail, transmit, use, treat or distribute in any way all or part of the content included in the Beebench Platform for public or commercial purposes, without the express and written authorization of Beebench or the owner of the rights to which it corresponds.

The Freelancer can only publish in the platform contents on which it has publication and diffusion rights. Beebench does not control and will not be responsible for the content poured by the Users through the Platform.

The Freelancer that is willing to share any type of content through the Platform, grants Beebench a non-exclusive, free and worldwide license limited to the reproduction and public communication of said content.

The Freelancer undertakes to refrain from registering in its name any intellectual and / or industrial property rights of which Beebench is the owner and may not modify, reproduce, distribute or publicly communicate or make available to third parties any Beebench material during development of this agreement or once it has expired.

11 - Links to Third Party Sites

The Freelancer can create hypertext links to complement his profile, projects or briefings.

Users can not create links from sites that do not comply with current legislation or that may harm the interests, reputation and / or image of the Platform and Beebench. In any case, Beebench reserves the right to remove these links or restrict the possibility of creating them for a user if such links may harm his interests, reputation and / or image.

In no case, the existence of a hypertext link from a third-party site to the Platform implies cooperation and / or any link between Beebench and the Platform. Beebench does not exercise any control over the sites of third parties and, therefore, does not assume any responsibility for the contents and products and / or services of these sites.

12 - Validity and resolution

This Agreement shall remain in full force and effect while the User is using the Platform. However, Beebench may suspend the rights to use the Platform and / or services to the User, as well as to resolve this Agreement at any time either for non-compliance with these Conditions, or for any reason that it deems legitimate.

With the resolution of this Agreement, the User's account and the right of access and use of the Platform will be immediately resolved. The User understands that the termination of his account implies the elimination of the data contained in his account. Beebench shall not have any liability to the User for termination of this Agreement or the removal of content contained in it.

13 - Independence of clauses

If any of the clauses of this Agreement are null and void or void, it shall be deemed not to have been made. Such declaration of nullity will not invalidate the rest of the conditions, which will maintain their validity and effectiveness between the parties.

If any clause of this Agreement is declared totally or partially null or ineffective, such nullity or ineffectiveness will affect only that provision or the part thereof that is null or ineffective, and the conditions will remain in all other matters, disposition or part thereof that is affected by not put.

14 - Modification of the General Conditions

Beebench reserves the right to modify all or part of these Terms and Conditions.

Beebench will inform the User of the changes made to these Terms and Conditions as soon as they are posted on the Platform.

The User will have a period of 24 hours from the date of notification to inform the Company by email in case of not accepting the new Terms and Conditions.

If the User has not expressed express disagreement with respect to such modifications within the period, he shall be deemed to have accepted the modifications.

15 - Applicable Legislation

These Conditions shall be governed by Spanish law, which shall apply to what is not provided in these Conditions about interpretation, validity and execution. Likewise, both parties submit, with express resignation to any other jurisdiction, to the Courts and Tribunals of Madrid.