

Effective Date: *Date of signing up as a User on Needed.*

This User Agreement (this “Agreement”) is a contract between you (“you” or “User”) and Needed (“Needed”, “we”, “our” or “us”). You must read, agree to, and accept all of the terms and conditions contained in this Agreement in order to use our website located at [www.needed.co.nz](http://www.needed.co.nz), all affiliated websites owned and operated by us or our Affiliates (collectively, the “Site”), all processes, procedures, guidelines, services, applications and tools that are accessible through the Site and all Needed mobile applications that link to or reference this Agreement (“Site Services”). To the extent permitted by applicable law, Needed may amend this Agreement without prior notice to you at any time by posting a revised version on the Site. Any revisions to this Agreement will take effect when posted on the Site unless otherwise stated. Your continued use of the Site or the Site Services after the effective date of a revised version of this Agreement constitutes your acceptance of its terms and agreement to be bound by its terms. This Agreement includes and hereby incorporates by reference the agreements and policies linked from <https://www.needed.co.nz> or elsewhere on the Site, as such agreements and policies may be modified by Needed from time to time in our sole discretion (collectively, the “[Terms of Service](#)”). YOU UNDERSTAND THAT THE SITE IS VENUE WHERE THE MEMBERS USE THE MARKETPLACE AND OUR PLATFORM FOR ONLINE SERVICES. THE USER BECOME MEMBER WHEN THEY OPEN AN ACCOUNT. AS MEMBERS, YOU MAY USE THE DIRECTORY AND OTHER SERVICES TO ADVERTISE, LOCATE, INTRODUCE THEMSELVES TO EACH OTHER, SCREEN AND SELECT EACH OTHER, NEGOTIATE THE TERMS OF ENGAGEMENT. ONCE THE TERMS OF ENGAGEMENT ARE FINALISED AND EXECUTED BETWEEN THE MEMBERS, THE MEMBERS USE THE SITE TO COLLABORATE, COMMUNICATE ABOUT AND INVOICE AND PAY FOR THE ENGAGEMENT. YOU UNDERSTAND THAT BY USING THE SITE OR SITE SERVICES, YOU AGREE TO BE BOUND BY THIS AGREEMENT. IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF AN ENTITY, YOU REPRESENT AND WARRANT THAT YOU HAVE THE AUTHORITY TO BIND THAT ENTITY TO THIS AGREEMENT. IN THAT EVENT, “YOU” AND “YOUR” WILL REFER AND APPLY TO THAT ENTITY.

## DEFINITIONS

“**Affiliate**” means any entity that, directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with Needed.

**“Buyer”** means any authorised User utilising the Site to request Freelancer Services to be performed by a Freelancer (i.e., a User who is a Buyer or potential Buyer of Freelancer’s Services). From time to time, Needed may act as a Buyer, and the terms and conditions of this Agreement applicable to Buyers will apply to Needed when Needed acts in this way.

**“Buyer Deliverables”** means documents, instructions, requests, intellectual property, and any other information or materials that a Freelancer receives from a Buyer for a particular Service Contract.

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

**“Fixed-Price Contract”** means a Service Contract for which Buyer is charged a fixed fee agreed between a Buyer and a Freelancer, prior to the commencement of a Service Contract, for the completion of all Freelancer Services requested by Buyer for such Service Contract.

**“Freelancer”** means any authorised User utilising the Site to offer Services to Buyers. A Freelancer User is also a customer of Needed with respect to use of the Site and the limited Site services.

**“Freelancer Deliverables”** means documents, instructions, requests, intellectual property, and any other information or materials that a Buyer receives from a Freelancer for a particular Service Contract.

**“Freelancer Fees”** means: (a) for a Fixed-Price Contract, fixed fee agreed between a Buyer and a Freelancer; and (b) any bonuses paid or other payments made by a Buyer for a Service Contract.

**“Freelancer Services”** means all services performed for or delivered to Buyers by Freelancers.

**“Job”** means Freelancer Services that a Freelancer agrees to provide to a Buyer. This term does not imply an employment relationship and is not to be interpreted in that manner.

**“Payment Method”** means payment through a valid credit card issued by a bank acceptable to Needed or direct bank transfer or such other method of payment as Needed may accept from time to time in our sole discretion.

**“Proprietary Rights”** means any and all rights, title, ownership, and interest in and to copyrights, mask works, industrial designs, trademarks, service marks, trade names, trade secrets, patents, and any other rights to intellectual property, recognised in any jurisdiction, whether or not perfected.

**“Service Contract”** means the contractual provisions accepted by both a Buyer and a Freelancer governing the Services to be performed by a Freelancer for Buyer.

**“Site Services”** means all services that are accessible through the site.

**“Work Product”** means any tangible or intangible results or deliverables that Freelancer agrees to create for, or actually delivers to, Buyer as a result of performing the Freelancer Services on a particular Service Contract, including, but not limited to, configurations, computer programs, or other information, or customised hardware, and any intellectual property developed in connection therewith.

**“User Content”** means any data, feedback, reviews, information, content, text, video, music, or other information that you post to any part of the Site.

## 1. DIGITAL SIGNATURE

By registering for a Needed account on the Site (an “Account”), and accepting our Terms of Use you hereby agree to have executed this Agreement electronically, effective on the date you register your Account, pursuant

to applicable laws including the Information Technology laws in New Zealand. Your Account registration constitutes an acknowledgement that you are able to electronically receive, download and print this Agreement.

## **2. RESPONSIBILITIES**

### **2.1 Your Consent and Your Right to Withdraw Consent**

By registering for an Account, you consent to electronically receive and access, via email or the Site, all records and notices for the services provided to you under this Agreement that we would otherwise be required to provide to you in paper form. To facilitate better use of the Site, you give us permission to provide these records to you either electronically and/or instead of in paper form. However, we reserve the right, in our sole discretion, to communicate with you via postal service, fax and other third-party mail services using the address under which your account is registered. You should retain a copy of all of the records and notices we send to you electronically.

### **2.2 You Must Keep Your Email Address Current With Us**

In order to ensure that we are able to provide records and notices to you electronically, you must notify us of any change in your email address by updating your Account information on the Site or by contacting Customer Support.

### **2.3 Hardware and Software You Will Need**

To access and retain the records and notices we provide to you electronically, you must have: (a) a valid email address; (b) a computer system that operates on a platform like Windows or Mac environment or better; (c) a connection to the Internet; (d) Current Versions of the software, browsers, plug-ins, or other computer applications and programs identified on the Site (Users utilising other browsers may experience compatibility difficulties); (e) a Current Version of a program that accurately reads and displays PDF files, such as Adobe Acrobat

Reader version 7 or higher; (f) a computer or device and an operating system capable of supporting all of the above; and (g) a printer to print out and retain records and notices in paper form or electronic storage to retain

records and notices in an electronic form. By “Current Version,” we mean a version of the software that is currently being supported by its publisher.

## **3. ACCOUNTS**

### **3.1 Account Eligibility**

To use certain Site Services, you must register for an Account. Needed offers the Site Services for your business purposes, and not for personal, household, or consumer use. If you accept and/or bid on any independent contractor work, you must have, and represent that you have, an independent business (whether it be as a self-employed individual/sole proprietor or as a corporation or other entity). To register for an Account, you must be and represent that you are, a legal entity or an individual 18 years or older who can form legally binding contracts. In the event you are an individual below 18 years, you should be accompanied by an adult who is 18 years or over and for the purposes of this Agreement, such adult shall be construed as a party to this Agreement on your behalf until you attain 18 years of age. By registering for an Account, you agree to (a) be financially responsible for your use of the Site and the purchase and/or delivery of Freelancer Services; and (c) perform your obligations as specified by any Service Contract that you accept, unless such obligations are prohibited by applicable law or this Agreement. Needed reserves the right, in our sole discretion, to refuse, suspend, or terminate your access to the Site and Site Services upon the discovery that any information you provided on any form or posted on the Site is not true, accurate, or complete, or otherwise violates this Agreement, or for any other reason or no reason in Needed’s sole discretion.

You agree that you are not a citizen or resident of a geographic area in which access or use of the Site is prohibited by applicable law, decree, regulation, treaty, or administrative act.

### **3.2 Account Registration**

You agree to provide true, accurate, and complete information on all registration and other forms you access on the Site or provide to us and to update your information to maintain its truthfulness, accuracy, and completeness. You must not provide misleading information about your location. You must not register for more than one Buyer Account and one Freelancer Account without express written permission from us. Solely

for purposes of the foregoing sentence, “You” means you, any member of your immediate family, and any entity directly or indirectly controlled by you or any member of your immediate family.

### **3.3 Identity Verification**

When you register for an Account and from time to time thereafter, your Account may be subject to verification, including, but not limited to, validation against third-party databases or the verification of one or more official government or legal documents that confirm your identity. You authorise Needed, directly or through third parties, to make any inquiries necessary to validate your identity and confirm your ownership of your email address or financial accounts, subject to applicable law. Failure to provide us with information about you and your business when requested is a violation of this Agreement.

### **3.4 Usernames and Passwords**

When you register for an Account, you will be asked to choose a username and password for the Account.

You are entirely responsible for safeguarding and maintaining the confidentiality of your Account username and password. You authorise Needed to assume that any person using the Site with your username and password either is you or is authorised to act for you. You agree to notify us immediately by contacting Customer Support if you suspect or become aware of any unauthorised use of your Account.

### **3.5 Feedback and Ratings**

Needed encourages you to leave objective balanced feedback about Users with whom you have transacted. You acknowledge and agree that the Site contains public feedback from Users with whom you have transacted. You acknowledge that feedback results for you may consist of comments and ratings left by other Users and that Needed may calculate a composite feedback number based on these individual ratings. Freelancers and Buyers agree to be rated by each other along with several criteria, as determined by Needed. Needed provides its feedback and rating system as a means through which Users can express their opinions publicly, and Needed does not monitor or censor these opinions or investigate any remarks posted by Users for accuracy or reliability unless a User brings the posting to Needed’s attention. You may be held legally responsible for damages suffered

by other Users or third parties as a result of your remarks if a court finds that your remarks are legally actionable or defamatory. By law, Needed is not legally responsible for any feedback or comments posted or made available on this Site by any Users or third parties, even if that information is defamatory or otherwise legally actionable.

## **4. PURPOSE OF THE SITE AND SITE SERVICES**

The Site is a marketplace where Buyers and Freelancers can identify each other and buy and sell Freelance Services online. Subject to the terms of this Agreement, Needed provides the Site Services to Buyers and Freelancers, including hosting and maintaining the Site, enabling the formation of Service Contracts, and managing disputes related to those Service Contracts. If a Buyer and Freelancer agree on terms of the Freelancer Services, a Service Contract is formed directly between such Buyer and Freelancer, subject to the provisions set forth in Section 5 (Contractual Relationship Between Buyer and Freelancer). When Buyer and Freelancer enter a Service Contract, they use the Site to hire, manage, and pay online.

### **4.1 Accounts**

A separate account will be created to receive money from Buyers and the funds paid by the Buyer will be held in this account, and the funds will be remitted to freelancer upon successful completion of the assignment to Buyers' satisfaction. The funds payable to Freelancer will be net of the commission due to Needed (Refer clause 6.1).

## **5. CONTRACTUAL RELATIONSHIP BETWEEN BUYER AND FREELANCER**

### **5.1 Service Contracts**

Buyer and Freelancer acknowledge and agree that when Freelancer accepts a Job awarded by Buyer, Buyer and Freelancer will be deemed to have entered into a "Service Contract" with each other that is comprised of the following agreements (as applicable): (1) The Fixed Price Contract; (2) the Job terms awarded and accepted on the Site to the extent that the terms do not purport to expand Needed's obligations or restrict Needed's rights under this Agreement; and (3) any other contractual provisions accepted by both Buyer and Freelancer, to the

extent that the provisions do not purport to expand Needed's obligations or restrict Needed's rights under this Agreement. You acknowledge and agree that the formation of a Service Contract between Buyer and Freelancer does not, under any circumstance, create an employment relationship between Needed and the Freelancer or a principal-agent relationship between the Buyer and Needed.

## **5.2 Freelancer Representations and Warranties**

For the purposes of the Service Contract, Freelancer hereby represents and warrants that (a) the Work Product will be an original work of Freelancer; (b) the Work Product will fully conform to the requirements and terms set forth

in the Service Contract; (c) neither the Work Product nor any element thereof will infringe or misappropriate the Proprietary Rights of any third party; (d) neither the Work Product nor any element thereof will be subject to any restrictions or to any mortgages, liens, pledges, security interests, or encumbrances; (e) Freelancer will not grant, directly or indirectly, any rights or interest whatsoever in the Work Product to the third parties; (f) Freelancer has full right and power to enter into and perform the Service Contract without the consent of any third party or under applicable law; (g) Freelancer has an unqualified right to grant the license to all Background Technology as set forth in the section titled "License to Background Technology"; and (h) Freelancer will comply with all laws and regulations applicable to Freelancer's obligations under the Service Contract.

## **6. PAYMENT TERMS**

### **6.1 Service Fee**

Freelancer agrees that when a Buyer pays a Freelancer or funds related to a Job are otherwise released to a Freelancer, Needed will first deduct up to 15% service fee for creating, hosting, maintaining, and providing the Site Services and then credit the balance into the Freelancer's Account. Buyer and a Freelancer are obligated to use the Site to pay and receive payment for Freelancer Services if they identified each other through the Site, as detailed in Section 7 titled "Exclusivity and Non-Circumvention," below.

## **6.2 Membership Fees**

Needed reserves the right to introduce a new component in, or convert any present component of, the Site Service into a paid service and introduce a subscription-based mechanism. Needed shall ensure that before implementing the subscription-based services, the existing Users shall be notified in advance.

## **6.3 Disbursements to Freelancers**

Needed disburses funds that are payable to Freelancer under the Service Contract for the Job (less any applicable service fees) in accordance with the Freelancer's payment instructions provided to Needed within ninety days after the Freelancer Fees are due and payable from Buyer. Freelancer agrees that it will not receive interest or other earnings on the funds held by Needed prior to disbursement to Freelancer. Freelancer acknowledges that Payment Gateway may deduct some nominal fees according to applicable rates for remitting the money to the Freelancers Account as per the payment method chosen by the Freelancer.

Notwithstanding any other provision of this Agreement, and except as prohibited by applicable law, if we determine in our sole discretion that you have violated the conditions and restrictions of the Site or this Agreement, we hold the disbursement of the Freelancer Fees. Additionally, we may hold the disbursement of the Freelancer Fees if: (a) we or our payment gateways require additional information, such as Freelancer's passport, government-issued identification, address, or date of birth, (b) we have reason to believe the Freelancer Fees may be subject to dispute or chargeback, (c) we suspect fraud, (d) we believe there are reasonable grounds for insecurity with respect to the performance of Freelancer's obligations under a Service Contract, this Agreement, or other [Terms of Service](#), or (e) we deem necessary in connection with any investigation; or (f) required by applicable law.

## **6.4 Non-payment**

If Buyer fails to pay the Freelancer Fees or any other amounts due under this Agreement, whether by cancelling Buyer's credit or debit card, initiating an improper chargeback, or any other means, Needed may suspend or terminate Buyer's Account, the processing of any additional payments, and any Freelancer Services in progress.

Without limiting other available remedies, Buyer must pay Needed upon demand for amounts owed under this Agreement, plus interest on the outstanding amount at the lesser of one and one-half per cent (1.5%) per month or the maximum interest allowed by applicable law, plus attorneys' fees and other costs of collection to the extent permitted by applicable law. To the extent permitted by applicable law, Needed, at our discretion, may set off amounts due against other amounts received from or held by Needed, make appropriate reports to credit reporting agencies and law enforcement authorities, and cooperate with credit reporting agencies and law enforcement authorities in any resulting investigation or prosecution.

### **6.5 No Return / Partial refund of Funds**

Buyer acknowledges and agrees that Needed will charge Buyer's designated Payment Method for the Freelancer Fees for Fixed-Price Contracts, upon Freelancer's acceptance of the Freelancer Services. Therefore, and in consideration of the Site Services provided by Needed, Buyer agrees that once Needed charges Buyer's designated Payment Method for the Freelancer Fees as provided in this Agreement, the charge is non-refundable, except as otherwise required by applicable law or the Freelancer terminates the Service Contract. The Buyer, therefore, agrees not to ask its credit card company, bank, or other Payment Method provider to charge back any Freelancer Fees or other Fees charged pursuant to this Agreement for any reason. A chargeback in breach of the foregoing obligation is a material breach of this Agreement. If Buyer initiates a chargeback in violation of this Agreement, Buyer agrees that Needed shall be entitled to the full amount that has been improperly charged back plus interest on the outstanding amount at the lesser of one and one-half per cent (1.5%) per month or the maximum interest allowed by applicable law, plus attorneys' fees and other costs of collection to the extent permitted by applicable law. It is hereby clarified that only in the event the Freelancer terminates the Service Contract before completing the Job, the Buyer shall be entitled to a refund a pro-rata share of Freelancer Fees which shall include, but not limited to, fees for the portion of the work not done and proportionate share of Needed's service fees.

### **6.6 Formal Invoices and Taxes**

Needed shall have no responsibility for determining the necessity of or for issuing any formal invoices, or for determining, remitting, or withholding any taxes applicable to the Freelancer Fees. Freelancer shall be solely

responsible for determining whether it is required by the applicable law to issue any formal invoices for the Freelancer Fees.

## **6.7 Payment Methods**

In order to use certain Site Services, Buyer must provide account information for at least one valid Payment Method.

Buyer hereby authorises Needed to run necessary authorisations on the Payment Method provided by Buyer, to store such details as Buyer's method of payment for Services, and to charge such Payment Method in accordance with the terms of this Agreement.

By providing Payment Method information through the Site, Buyer represents, warrants and covenants that: (a) Buyer is legally authorised to provide such information to us; (b) Buyer is legally authorised to perform payments using the Payment Method(s), and (c) such action does not violate the terms and conditions applicable to Buyer's use of such Payment Method(s) or applicable law. When Buyer authorises a payment using a Payment Method via the Site, Buyer represents, warrants, and covenants that there are sufficient funds or credit available to complete the payment using the designated Payment Method. To the extent that any amounts owed under this Agreement cannot be collected from Buyer's Payment Method(s), Buyer is solely responsible for paying such amounts by other means. We reserve the right to seek reimbursement from you, and you will reimburse us if we discover erroneous or duplicate transactions or we receive a chargeback from your Payment Method for any reason. You agree that we have the right to obtain such reimbursement by deducting amounts from future payments or withdrawals, charging your Payment Method(s), or obtaining reimbursement from you by any other lawful means. Without

limiting any of our other rights or remedies, we may also charge interest as per Clause 6.6 and/or terminate your Account immediately upon your failure to reimburse us for chargebacks or other amounts owed under this Agreement.

## **7. EXCLUSIVITY AND NON-CIRCUMVENTION**

You acknowledge and agree that a substantial portion of the compensation Needed receives for making the Site available to you is collected as a Service Fee described in the foregoing subsection titled “Service Fee.” Needed only deducts this Service Fee when a Buyer pays and a Freelancer receives payment through the Site. Therefore, for 24 months from the time you identify or are identified by any party through the Site (the “Exclusivity Period”), you must use the Site as your exclusive method to request, make, and receive all payments for work directly or indirectly with that party or arising out of your relationship with that party (the “Needed Relationship”).

**Non-Circumvention.** You agree not to circumvent the Payment Methods offered by the Site. By way of illustration and not in limitation of the foregoing, you must not:

- i. Submit proposals or solicit parties identified through the Site to contact, hire, manage, or pay outside the Site.
- ii. Accept proposals or solicit parties identified through the Site to contact, deliver services, invoice, or receive payment outside the Site.
- iii. Invoice or report on the Site an amount lower than that actually agreed between Buyer and Freelancer.

You agree to notify Needed immediately if another person improperly contacts you or suggests making or receiving payments outside of the Site. If you are aware of a breach or potential breach of this non-circumvention policy, please submit a confidential report to Needed by sending an email message to us at Customer Support on [support@needed.co.nz](mailto:support@needed.co.nz).

## **8. SERVICE CONTRACT TERMS BETWEEN BUYER AND FREELANCER**

Unless otherwise agreed to in a writing signed by both Buyer and Freelancer and except for Service Contracts classified as employment relationships, the terms and conditions of the Service Contract that a Freelancer enters directly with a Buyer when the Freelancer agrees to provide Services to the Buyer are as set forth in this Section. Buyer and Freelancer may not agree to any other terms and conditions that affect the rights or

responsibilities of Needed. Needed is not a party to any Service Contract between Users, except as a Third-Party Beneficiary as described further below.

## **8.1 Services**

Freelancer shall perform the Freelancer Services in a professional and workmanlike manner and shall timely deliver any agreed-upon Work Product. The manner and means of performing the Freelancer Services shall be determined and controlled by Freelancer.

## **8.2 Agency**

If Freelancer wishes to subcontract with third parties to perform Freelancer Services on behalf of Freelancer, Freelancer represents and warrants that it does so as a legally recognised entity with the ability to hire and/or contract employees and/or independent contractors (an “Independent Contractor”). Freelancer and Independent Contractor agree and acknowledge that Independent Contractor’s employees and subcontractors are not employees of Needed or Buyer. As between Needed and Freelancer, Freelancer agrees that Needed has no responsibility for any wages, costs, unemployment insurance, compensation insurance, and expenses of Independent Contractor’s employees and subcontractors and that Needed has no obligation to supervise and control them. Freelancer represents, warrants, and covenants that Independent Contractor acknowledges and agrees that: (a) Independent Contractor is solely responsible for all wages, costs, unemployment insurance, compensation insurance, and expenses of Independent Contractor’s employees and subcontractors and has the sole and exclusive right to supervise and control them, and (b) neither Independent Contractor, nor any of its employees, subcontractors, or agents, shall have any claim under this Agreement for overtime pay, sick leave, holiday or vacation pay, retirement benefits, worker’s compensation benefits, unemployment benefits, or any other employee benefits of any kind from Needed or Buyer.

## **8.3 Termination of a Service Contract**

For Fixed-Price Contracts, Buyer may terminate at any time but may not recover any payments already made or due, and Freelancer may terminate at any time before Needed charges Buyer’s Payment Method for any Freelancer Fees. If Needed has charged Buyer’s Payment Method, Freelancer may terminate the Fixed-Price

Contract only with Buyer's consent. In cases where a partial payment is made to the Freelancer, Needed shall be eligible for its share of fees proportionate to such payment.

## **8.4 Intellectual Property Rights**

### **8.4.1 Background Technology**

The Freelancer will disclose in the Job terms any Background Technology which Freelancer proposes to incorporate into Work Product or upon which use or distribution of the Work Product will depend. If Freelancer discloses no Background Technology, Freelancer warrants that it will not incorporate any Background Technology into Work Product provided pursuant thereto. Freelancer will separately provide, with each delivery of Work Product to Buyer, a third-party bill of materials that identifies all Background Technology and other third-party materials that have been incorporated into the Work Product and provides, for each item of Background Technology identified,

(a) the name and any associated version number (b) the applicable license or licensing terms, (c) whether the item has been modified by Freelancer, and (d) how the item has been incorporated into, is used by, or is relied upon by the Work Product. Notwithstanding the foregoing, unless otherwise agreed in the Job terms, Freelancer agrees that it will not incorporate into Work Product or otherwise deliver to Buyer any software code for which the use or distribution of the code will create (or purport to create) obligations for Buyer to grant any rights or immunities under Buyer intellectual property to a third-party, including without limitation any obligation that the Work Product or Buyer software combined with, derived from, or distributed with such Work Product (x) be disclosed or distributed in source code form, (y) be licensed for the purpose of making derivative works, or (z) be redistributable at no charge.

### **8.4.2 License to Background Technology**

Upon Freelancer's receipt of payment from Buyer, Freelancer hereby automatically grants to Buyer a non-exclusive, perpetual, fully-paid and royalty-free, irrevocable and worldwide right, with rights to sublicense through multiple levels of sublicensees, to reproduce, make derivative works of, distribute, publicly perform, and publicly display in any form or medium, whether now known or later developed, make, have made, use, sell,

import, offer for sale, and exercise any and all present or future rights in the Background Technology incorporated or used in Work Product.

### **8.4.3 Buyer Materials**

Buyer grants Freelancer a limited, non-exclusive, revocable (at any time, at Buyer's sole discretion) right to use the Buyer Materials as necessary solely for the performance of the Freelancer Services under the applicable Service Contract. Buyer reserves all other rights and interest, including, without limitation, all Intellectual Property Rights, in and to the Buyer Materials. Upon completion or termination of the Service Contract, or upon Buyer's written request, Freelancer shall immediately return all Buyer Materials to Buyer and further agrees to destroy all copies of Buyer Materials and Deliverables (except for Background Technology as permitted by the Service Contract) contained in or on Freelancer's premises, systems, or any other equipment or location otherwise under Freelancer's control. Within ten days of such a request from Buyer, Freelancer agrees to provide written certification to Buyer that Freelancer has returned or destroyed all Buyer Materials and Work Product as provided in this subsection.

### **8.4.4 Ownership of Work Product and Intellectual Property**

Upon Freelancer's receipt of full payment from Buyer, the Work Product, including without limitation all Intellectual Property Rights in the Work Product, will be the sole and exclusive property of Buyer, and Buyer will be deemed to be the author thereof. If Freelancer has any Intellectual Property Rights to the Work Product that are not owned by Buyer upon Freelancer's receipt of payment from Buyer, Freelancer hereby automatically irrevocably assigns to Buyer all right, title and interest worldwide in and to such Intellectual Property Rights. Except as set forth above, Freelancer retains no rights to use, and will not challenge the validity of Buyer's ownership in, such Intellectual Property Rights. Freelancer hereby waives any moral rights, rights of paternity, integrity, disclosure and withdrawal or inalienable rights under applicable law in and to the Work Product.

### **8.4.5 License to or Waiver of Other Rights**

If Freelancer has any right to the Work Product, including without limitation any Intellectual Property Right, that cannot be assigned to Buyer by Freelancer, Freelancer hereby automatically, upon Freelancer's receipt of

full payment from Buyer, unconditionally and irrevocably grants to Buyer during the term of such rights, an exclusive, even as to Freelancer, irrevocable, perpetual, worldwide, fully-paid and royalty-free license to such rights, with rights to sublicense through multiple levels of sublicensees, to reproduce, make derivative works of, distribute, publicly perform and publicly display in any form or medium, whether now known or later developed, make, use, sell, import, offer for sale and exercise any and all such rights. If Freelancer has any rights to such Work Product that cannot be assigned or licensed, Freelancer hereby automatically, upon Freelancer's receipt of payment from Buyer, unconditionally and irrevocably waives the enforcement of such rights, and all claims and causes of action of any kind against Buyer or related to Buyer's customers, with respect to such rights, and will, at Buyer's request and expense, consent to and join in any action to enforce such rights.

## **8.5 Worker Classification**

Buyer assumes all liability for determining whether Freelancers are independent contractors or employees; Needed disclaims any liability for such determination. This Agreement does not create a partnership or agency or employment relationship between Buyer and Freelancer. Freelancer do not have authority to enter into written or oral (whether implied or express) contracts on behalf of Buyer. Service Contracts are classified as independent contractor relationships, and hence Buyer may not require an exclusive relationship between Buyer and Freelancer. A Freelancer classified as an independent contractor is free at all times to provide Freelance Services to persons or businesses other than Buyer, including any competitor of Buyer.

For Service Contracts classified as employment relationships, Freelancer and Buyer will participate in the payroll program made available by a third-party provider and will enter into appropriate employment-related agreements as requested by the third-party provider or Buyer. For employment services and all applicable legal purposes, the Buyer of the Freelancer will be the third-party provider and not Needed under any circumstances. Freelancer hereby waives any right to recover damages from Needed for any unpaid wages, including but not limited to overtime wages, or other employment benefits accrued from the Buyer but remains unpaid.

## **9. RECORDS OF COMPLIANCE**

Buyer and Freelancer will each (1) create and maintain records to document satisfaction of their respective obligations under this Agreement and any Service Contract, including, without limitation, their respective

payment obligations and compliance with tax and employment laws, and (2) provide copies of such records to Needed upon request. Nothing in this subsection shall be construed as requiring Needed to supervise or monitor Freelancer Services or a User's compliance with this Agreement, the other [Terms of Service](#), or a Service Contract.

## **10. RELATIONSHIP WITH NEEDED**

Needed shall not have any liability or obligations under or related to Service Contracts or any acts or omissions by you or other Users. Needed is not a party to the dealings between Buyer and Freelancer, including posts, proposals, screening selection, contracting, and performance of Freelancer Services. Needed does not introduce Freelancers to Buyers or help Freelancers find jobs. Needed merely makes the Site Services available to enable Freelancers to identify and determine the suitability of Buyers for themselves and to enable Buyers to identify and determine the suitability of Freelancers for themselves. Needed does not, in any way, supervise, direct, or control Freelancer or Freelancer's work. Needed does not set Freelancer's work hours, work schedules, or location of work. Needed will not provide Freelancer with training or any equipment, labour, or materials needed for a particular Service Contract. Needed does not provide the premises at which the Freelancer will perform the work. Needed makes no representations about, and does not guarantee the quality, safety, or legality of, the Freelancer Services; the truth or accuracy of Freelancer's listings on the Site; the qualifications, background, or identities of Users; the ability of Freelancers to deliver the Freelancer Services; the ability of Buyers to pay for the Freelancer Services; or that a Buyer or Freelancer can or will actually complete a transaction.

Needed is not required to and may not verify any feedback or information given to us by Freelancers or Buyers, nor does Needed perform background checks on Freelancers or Buyers.

You hereby acknowledge and agree that Needed may provide information about a Freelancer or Buyer, such as feedback, a strength or risk score, geographical location, or verification of identity or credentials. However, such information is based solely on data that Freelancer or Buyer submits to Needed, and Needed provides such information solely for the convenience of Users and is not an introduction, endorsement, or recommendation by Needed.

## 11. THIRD-PARTY BENEFICIARY

Buyer and Freelancer acknowledge and agree that the value, reputation, and goodwill of the Site depend on their performance of their covenants and agreements in their Service Contract. Buyer and Freelancer, therefore, appoint Needed as a third-party beneficiary of their Service Contracts for purposes of enforcing the obligations owed to, and the benefits conferred on, Needed by the Service Contracts. Buyer and Freelancer further agree that Needed has the right to take such actions with respect to the Service Contracts or their Accounts, including, without limitation, suspension, termination, or legal actions, as Needed, in our sole discretion, deems necessary to enforce our rights as a third-party beneficiary under the Service Contract.

## 12. GENERAL

Service Contracts shall be governed by Sections 14 (Confidential Information), 19 (Disputes), 20 (General), and (Definitions) of this Agreement, as applicable, either directly or by way of analogy.

## 13. LICENSES AND THIRD-PARTY CONTENT

### 13.1 Site License and Proprietary Rights

Subject to and conditioned on your compliance with this Agreement and [Terms of Service](#), Needed grants you a limited license to access and, if you have created an Account, to use the Site for the purpose using the Site Services. You must not access (or attempt to access) the Site or Site Services by any means other than the interface provided, and you will not use information from the Site or Site Services for any purposes other than the purposes for which it was made available. You agree not to use the Site or Site Services for offering any goods or services other than Freelancer Services as permitted by this Agreement. You must not sell, reproduce, distribute, modify, display, publicly perform, prepare derivative works based on, repost, or otherwise use any content of the Site or Site Services in any way for any public or commercial purpose without Needed's prior written consent. You must not use any content of the Site or Site Services on any other website or in a networked computer environment for any purpose except your own viewing. You must not frame or link to the Site or Site Services except as permitted in writing by Needed. You must not attempt to reverse engineer, modify, adapt,

translate, prepare derivative works from, decompile, attempt to interfere with the operation of, or otherwise attempt to derive source code from any part of the Site or Site Services unless expressly permitted by applicable law. The Site or any portion of the Site may not be reproduced, duplicated, copied, sold, resold, or otherwise exploited for any commercial purpose that is not expressly permitted by us. You shall not access Site Services in order to build a similar service or application or publish any performance, or any benchmark test or analysis relating to the Site Services. Needed and our licensors retain all right, title, and interest in and to all Proprietary Rights related in and to the Site and the Site Services. Needed logos and name are trademarks of Needed and may be registered in certain jurisdictions. All other product names, company names, marks, logos, and symbols on the Site or Site Services may be the trademarks of their respective owners. Except as expressly stated in this Agreement, nothing in this Agreement confers any license under any of Needed's or any third party's Proprietary Rights, whether by estoppel, implication, or otherwise.

### **13.2 User Content License**

When you post User Content on the Site or through the Site Services, you represent and warrant that you have the right, power, and authority to post that User Content and grant the licenses specified below. You further represent and warrant that by posting such User Content you will not violate third-party rights of any kind, including, without limitation, any Proprietary Rights, rights of publicity, and privacy rights. To the extent your User Content may be copyrightable, you represent, warrant, and covenant that you are the owner of all the copyright rights to such User Content and that Needed may exercise the rights to your User Content granted under this Agreement without any liability or obligation for any payment.

You retain all ownership rights in any User Content you post on Needed. To the extent permitted by applicable law, you also grant to Needed and our successors and Affiliates a royalty-free, sub-licensable, transferable, perpetual, irrevocable, non-exclusive, worldwide license to use, reproduce, modify, publish, list information regarding, edit, translate, distribute, publicly perform, publicly display, and make derivative works of all such User Content and your name, voice, and/or likeness as contained in your User Content, in whole or in part, and in any form, media, or technology, whether now known or hereafter developed, for use in connection with the Site and

Needed's (and our successors' and Affiliates') business, including, without limitation, for promoting and redistributing part or all of the Site (and derivative works thereof) in any media formats and through any media channels. You also hereby grant each User a non-exclusive license to access your User Content through the Site and to use, reproduce, distribute, display and perform such User Content to the extent permitted through the normal functionality of the Site and subject to all applicable confidentiality and other provisions of this Agreement, our Privacy Policy, and applicable law.

Notwithstanding the foregoing paragraph, Needed will only use or disclose User Content you post to any non-public area of the Site to the extent necessary to provide Site Services to you as further described in our Privacy Policy.

The licenses to User Content granted by you in this Agreement will terminate within a commercially reasonable time after you remove or delete your User Content from the Site, except that you grant Needed and our successors and Affiliates the irrevocable and perpetual license to retain and use, but not publicly display or distribute, server or archival copies of all User Content that you have removed or deleted to the extent permitted by applicable law.

You may submit comments or ideas about the Site and Site Services, including without limitation about how to improve the Site or Site Services (collectively, "Ideas"). By submitting any Ideas, you agree that: (a) your disclosure is gratuitous, unsolicited, and without restriction and will not place Needed under any fiduciary or other obligation, (b) your Ideas do not contain the confidential or proprietary information of third parties, and (c) we are free to use the Ideas without any additional compensation to you and to disclose the Ideas on a non-confidential basis or otherwise to anyone. You further acknowledge and agree that, by acceptance of your submission, Needed does not waive any rights to use similar or related ideas known or developed by Needed or obtained from sources other than you.

### **13.3 Unauthorised Access and Use; Site Interference; Malicious Software**

The Site contains robot exclusion headers. You will not access the Site for any illegal purpose including, without limitation, (a) not take any action that imposes or we believe may impose (in our sole discretion) an unreasonable or disproportionately large load on the Site's infrastructure; (b) not copy, reproduce, modify,

create derivative works from, distribute, or publicly display any content (other than content you have submitted to the Site) from the Site, without the prior express written permission of Needed and/or the appropriate third party, as applicable; (c) interfere or attempt to interfere with the proper operation of the Site or any activities conducted on the Site; (d) transmit spam, chain letters, or other unsolicited communications; (f) collect or harvest any personally identifiable information, including Account names, from the Site; (g) access any content on the Site through any technology or means other than those provided or authorised by the Site; or (i) directly or indirectly, advertise or promote another website, product, or service or to solicit other Users for other websites, products, or services.

Additionally, you agree that you will not post or introduce any invalid data, virus, worm, or other harmful or malicious software code, agent, hidden procedure, routine, or mechanism through or to the Site or the Site software that is designed to cause to cease functioning, disrupt, disable, harm, or otherwise impair in any manner, including aesthetic disruptions or distortions, the operation of (or to allow you or any other person to access or damage or corrupt data, storage media, programs, equipment, or communications or otherwise interfere with operations of or on) the Site or any other software, firmware, hardware, computer system, or network of Needed or any third party.

### **13.4 Third-Party Verification and Monitoring**

The Site makes available various services provided by third parties to verify a User's credentials, providing testing services and provide other information. Any information or content expressed or made available by these third parties or any other Users is that of the respective author(s) or distributor(s) and not of Needed. Needed neither endorses nor is responsible for the accuracy or reliability of any opinion, advice, information, or statement made on the Site by anyone other than Needed's authorised employees acting in their official capacities.

### **13.5 Links and Applications**

The Site may contain links to third-party websites. Such third-party websites are owned and operated by the third parties and/or their licensors. Your access and use of third-party websites will be governed by the terms

and policies of the applicable third-party websites. The inclusion of any link or application on the Site does not imply that we endorse the linked site or application. You use the links and third-party websites at your own risk and agree that your use of an application or third-party website via the Site is on an “as is” and “as available” basis without any warranty for any purpose.

### **13.6 Mobile and Other Devices**

When using our mobile applications, please be aware that your carrier’s normal rates and fees, such as text messaging and data charges, will still apply. Our mobile applications may not contain the same functionality available on the Site.

We may from time to time in our sole discretion develop and provide Site Services updates, which may include upgrades, bug fixes, patches, and other error corrections and/or new features (collectively, including related documentation, “Updates”). Updates may also modify or delete in their entirety certain features and functionality. You agree that we do not have any obligation to provide any Updates or to continue to provide or enable any particular features or functionality. You shall promptly download and install all Updates and acknowledge and agree that Site Services or portions thereof may not work properly should you fail to do so. You further agree that all Updates shall be subject to the terms of this Agreement unless otherwise provided in terms associated with such Update. Needed reserves the right, at any time, to modify, suspend, or discontinue Site Services or any part thereof without notice. You agree Needed will not be liable to you or any third party for any modification, suspension, or discontinuance of Site Services or any part thereof.

## **14. CONFIDENTIAL INFORMATION**

### **14.1 Confidentiality**

To the extent a Buyer or Freelancer provides Confidential Information to the other, the recipient shall protect the secrecy of the discloser’s Confidential Information with the same degree of care as it uses to protect its own Confidential Information, but in no event with less than due care, and shall: (a) not disclose or permit others to disclose another’s Confidential Information to anyone without first obtaining the express written consent of the owner of the Confidential Information; (b) not use or permit the use of another’s Confidential Information,

except as necessary for the performance of Freelancer Services for the relevant Service Contract (including, without limitation, the storage or transmission of Confidential Information on or through the Site for use by Freelancer); and (c) limit access to another's Confidential Information to its personnel who need to know such information for the performance of Freelancer Services for the relevant Service Contract.

## **14.2 Return**

If and when Confidential Information is no longer needed for the performance of the Freelancer Services for a Services Contract or at Buyer's or Freelancer's written request (which may be made at any time at Buyer's or Freelancer's sole discretion), the party that received Confidential Information, shall, at its expense, promptly destroy or return the disclosing party's Confidential Information and any copies thereof contained in or on its premises, systems, or any other equipment otherwise under its control. The party that received Confidential Information agrees to provide written certification to the party disclosing the Confidential Information of compliance with this subsection within ten days after the receipt of disclosing party's written request for such certification.

## **14.3 Publication**

Without limiting subsection 14.1 (Confidentiality), Buyer, Freelancer, and Needed shall not publish, or cause to be published, any other party's Confidential Information or Work Product, except as may be necessary for performance of Freelancer Services for a Services Contract.

# **15. LIMITATION OF LIABILITY**

Needed is not liable, and you agree not to hold us responsible, for any damages or losses arising out of or in connection with this Agreement, including, but not limited to:

1. your use of or your inability to use our Site or Site Services;
2. delays or disruptions in our Site or Site Services;
3. viruses or other malicious software obtained by accessing, or linking to, our Site or Site Services;
4. glitches, bugs, errors, or inaccuracies of any kind in our Site or Site Services;

5. damage to your hardware device from the use of the Site or Site Services;
6. the content, actions, or inactions of third parties' use of the Site or Site Services;
7. a suspension or other action taken with respect to your account;
8. your reliance on the quality, accuracy, or reliability of Job postings, Freelancer profiles, ratings, recommendations, and feedback (including their content, order, and display), or metrics found on, used on, or made available through the Site.
9. your need to modify practices, content, or behaviour or your loss of or inability to do business, as a result of changes to the [Terms of Service](#).

ADDITIONALLY, IN NO EVENT WILL NEEDED, OUR AFFILIATES, OUR LICENSORS, OR OUR THIRD-PARTY SERVICE PROVIDERS BE LIABLE FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY, OR INDIRECT COSTS OR DAMAGES, INCLUDING, BUT NOT LIMITED TO, LITIGATION COSTS, INSTALLATION AND REMOVAL COSTS, OR LOSS OF DATA, PRODUCTION, PROFIT, OR BUSINESS OPPORTUNITIES. THE LIABILITY OF NEEDED, OUR AFFILIATES, OUR LICENSORS, AND OUR THIRD-PARTY SERVICE PROVIDERS TO ANY USER FOR ANY CLAIM ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT SHALL NOT EXCEED THE SERVICE FEES RETAINED BY NEEDED UNDER THE SERVICE CONTRACTS DURING THE SIX-MONTH PERIOD PRECEDING THE DATE OF THE CLAIM. THESE LIMITATIONS SHALL APPLY TO ANY LIABILITY, ARISING FROM ANY CAUSE OF ACTION WHATSOEVER ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH COSTS OR DAMAGES AND EVEN IF THE LIMITED REMEDIES PROVIDED HEREIN FAIL OF THEIR ESSENTIAL PURPOSE. SOME STATES AND JURISDICTIONS DO NOT ALLOW FOR ALL OF THE FOREGOING EXCLUSIONS AND LIMITATIONS, SO TO THAT EXTENT, SOME OR ALL OF THESE LIMITATIONS AND EXCLUSIONS MAY NOT APPLY TO YOU.

## **16. RELEASE**

In addition to the recognition that Needed is not a party to any Service Contract, you hereby release Needed, our Affiliates, and our respective officers, directors, agents, subsidiaries, joint ventures, and employees from claims, demands, and damages (actual and consequential) of every kind and nature, known and unknown, arising out of or in any way connected with any dispute you have with another User, whether it be at law or in equity. This

release includes, for example, and without limitation, any disputes regarding the performance, functions, and quality of the Freelancer Services provided to Buyer by a Freelancer and requests for refunds based upon disputes.

This release shall not apply to a claim that Needed failed to meet our obligations under this Agreement.

## 17. INDEMNIFICATION

You shall indemnify, defend, and hold harmless Needed, our Affiliates, and our respective directors, officers, employees, representatives and agents (each an “Indemnified Party”) from and against any and all claims, damages, liabilities, costs, losses, and expenses (including, but not limited to, reasonable attorneys’ fees and all related costs and expenses) arising from or relating to any cause of action, claim, suit, proceeding, demand, or action brought by you or a third party against an Indemnified Party relating to: (a) use of the Site and the Site Services by you or your agents, including any payment obligations incurred or decision to supply credit or other information through use of the Site Services, including financial information; (b) decision to submit postings and accept offers from Users or Buyers, any Service Contract entered into by you or your agents, including, but not limited to, the classification of a Freelancer as an independent contractor; the classification of Needed as an Buyer or joint Buyer of Freelancer; any employment-related claims, such as those relating to employment termination, employment discrimination, harassment, or retaliation; and any claims for unpaid wages or other compensation, overtime pay, sick leave, holiday or vacation pay, retirement benefits, worker’s compensation benefits, unemployment benefits, or any other employee benefits; (c) failure to comply with this Agreement by you or your agents; (d) breach of any provision of this Agreement or the other [Terms of Service](#); (e) dispute of or failure to pay any invoice of make any other payment; (f) obligations to a Freelancer, including payment obligations; (g) any breach of contract or other claims made by Users with which you conducted business through the Site; (h) any liability arising from the tax treatment of payments made or received through the Site Services or any portion thereof; (i) failure to comply with applicable law by you or your agents; (j) negligence, willful misconduct, or fraud by you or your agents; and (k) defamation, libel, violation of privacy rights, unfair competition, or infringement of Proprietary Rights or allegations thereof to the extent caused by you or your agents, including any Work Product provided by you or your agents. The foregoing indemnity will include,

without limitation, such cause of action, claim, suit, proceeding, demand or action arising out of the negligence or willful misconduct of an Indemnified Party.

## **18. TERM, TERMINATION AND CONSEQUENCES**

### **18.1 Term and Termination**

This Agreement will become effective on the date first mentioned hereinabove and will remain in effect for the duration of your use of the Site. Unless both you and Needed agree otherwise in writing, either of us may terminate the contract represented by this Agreement in our sole discretion, at any time, without explanation, upon written notice.

Except as otherwise required by applicable law, we will notify you if we terminate your Account, unless we believe, in our sole judgment, that giving notice may cause damage. You acknowledge and agree that the value, reputation, and goodwill of the Site depend on transparency of User's Account status to all Users, including both yourself and other Users who have entered into Service Contracts with you. You, therefore, agree as follows: IF NEEDED SUSPENDS OR TERMINATES YOUR ACCOUNT OR ANY RELATED SERVICE CONTRACTS, NEEDED HAS THE RIGHT BUT NOT THE OBLIGATION TO: (A) NOTIFY OTHER USERS THAT HAVE ENTERED INTO SERVICE CONTRACTS WITH YOU TO INFORM THEM OF YOUR SUSPENDED OR TERMINATED ACCOUNT STATUS, AND (B) PROVIDE THOSE MEMBERS WITH A SUMMARY OF THE REASONS FOR YOUR ACCOUNT SUSPENSION OR TERMINATION.

### **18.2 Consequences of Termination**

In the event you properly terminate this Agreement, your right to use the Site, Account and other privileges are automatically terminated; however, (i) if you have any open Jobs when you terminate this Agreement you will continue to be bound by this Agreement until all such Jobs have closed; (ii) Needed will continue to perform those Services necessary to complete any open Job or related transaction between you and another User; and (iii) you will continue to be obligated to pay any amounts accrued but unpaid as of the date of termination or as of the completion of any open Jobs, whichever is later, to Needed for any Site Services and to any Freelancers for any Freelancer Services. Without limiting any other provisions of this Agreement, the termination of this

Agreement for any reason will not release you, any User with whom you have entered into a Service Contract, or Needed from any obligations incurred prior to termination of this Agreement or that thereafter may accrue in respect of any act or omission prior to such termination. Those Site Policies necessary to implement the foregoing survive termination of this Agreement for any reason.

Without limiting Needed's other remedies, if you engage in actions or activities that circumvent the Site or otherwise reduce fees owed to Needed or our Affiliates under this Agreement, you must pay Needed for all fees owed to Needed and our Affiliates and reimburse Needed for all losses and costs (including any and all time of Needed's employees) and reasonable expenses (including attorneys' fees) related to investigating such breach and collecting such fees. In addition, violations of this Agreement may be prosecuted to the fullest extent of the law and may result in additional penalties and sanctions.

### **18.3 Survival**

Those terms that by their nature are intended to survive this Agreement shall survive this Agreement.

## **19. DISPUTES**

### **19.1 Dispute Resolution Process**

If a dispute arises between Buyer and Freelancer under their respective Service Contract, Buyer and Freelancer shall refer the dispute to Needed for non-binding mediation. Buyer and Freelancer agree to take best efforts to cooperate with Needed and resolve the dispute within 15 days from the date the dispute is referred to Needed. In the event of a dispute, the funds allocated towards the project are frozen until the time the dispute is not resolved. In the event, the Buyer or Freelancer does not agree with the resolution provided by Needed, they shall refer the dispute to be resolved by a binding arbitration.

If a dispute arises between you and Needed or our Affiliates, our goal is to resolve the dispute quickly and cost-effectively. Accordingly, you, Needed, and our Affiliates agree to resolve any claim or controversy at law or equity that arise out of or relate to this Agreement or the Site Services (each, a "Claim") by referring the Claim to binding arbitration.

## 20. GENERAL

### 20.1 Entire Agreement

This Agreement, together with the other [Terms of Service](#), if any, and any other legal notices and agreements published by Needed on the Site, sets forth the entire agreement and understanding between you and Needed relating to the subject matter hereof and thereof and cancels and supersedes any prior or contemporaneous discussions, agreements, representations, warranties, and other communications between you and us, written or oral, to the extent they relate in any way to the subject matter hereof and thereof. The section headings in this Agreement are included for ease of reference only and have no binding effect. Even though Needed drafted this Agreement, you represent that you had ample time to review and decide whether to agree to the terms of this Agreement. If an ambiguity or question of intent or interpretation of this Agreement arises, no presumption or burden of proof shall arise favouring or disfavouring you or Needed because of the authorship of any provision of this Agreement.

### 20.2 Side Agreements

Notwithstanding subsection 20.1 (Entire Agreement), Buyers and Freelancers may enter into any supplemental or other written agreements or e-mail exchanges that they deem appropriate (e.g., confidentiality agreements, work for hire agreements, assignment of rights, etc.). The terms and conditions of this Agreement, however, will govern and supersede any term or condition in a side agreement that purports to expand Needed's obligations or restrict Needed's rights under this Agreement.

20.3 Notwithstanding subsection 20.1 Needed may enter into written agreements with Buyers, the provisions of which shall supersede this user agreement except to the extent otherwise specified.

### 20.3 Compliance

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

## **20.4 Modifications**

No modification or amendment to this Agreement shall be binding upon Needed unless in a written instrument signed by a duly authorised representative of Needed. For the purposes of this subsection, a written instrument shall expressly exclude electronic communications, such as email and electronic notices, but shall include facsimiles.

## **20.5 No Waiver**

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

## **20.6 Assignability**

User may not assign this Agreement, or any of its rights or obligations hereunder, without Needed's prior written consent in the form of a written instrument signed by a duly authorised representative of Needed (and, for the purposes of this subsection, a written instrument shall expressly exclude electronic communications such as email and electronic notices, but shall include facsimiles). Needed may freely assign this Agreement without User's consent. Any attempted assignment or transfer in violation of this subsection will be null and void. Subject to the foregoing restrictions, this Agreement will inure to the benefit of the successors and permitted assigns of the parties.

## **20.7 Severability**

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

in any way affect the legality, validity, or enforceability of such provision in any other jurisdiction or of any other provision in any jurisdiction.

## **20.8 Force Majeure**

The parties to this Agreement will not be responsible for the failure to perform or any delay in performance of any obligation hereunder due to labour disturbances, accidents, fires, floods, telecommunications or Internet failures, strikes, wars, riots, rebellions, blockades, acts of government, governmental requirements and regulations or restrictions imposed by law or any other similar conditions beyond the reasonable control of such party. The time for performance of such party will be extended by the period of such delay. Irrespective of any extension of time, if an Event of Force Majeure occurs and its effect continues for a period of 60 days, either the party may give to the other a 30-day notice of termination. If at the end of the 30 day period, the effect of the Force Majeure continues, the Contract shall terminate.

## **20.9 Prevailing Language**

The English language version of this Agreement shall be controlling in all respects and shall prevail in case of any inconsistencies with translated versions if any.

## **21. CONTACTING US**

If you have questions or need assistance, please contact Customer Support at [support@needed.co.nz](mailto:support@needed.co.nz)