
GENERAL TERMS AND CONDITIONS

FREEASY

Korlátolt Felelőségű Társaság

2020

FREEASY KFT.
GENERAL TERMS AND CONDITIONS

The present general terms and conditions (hereinafter: “**GTC**”) regulates and specifies the conditions of the registration on the website operated by FREEASY Kft. (hereinafter: “**Briefly**”) at www.briefly.work (hereinafter: “**Website**”) of the Customers of Briefly, the Project Managers and the Freelancers, furthermore the conditions and the related relevant circumstances of using the solution available for the Customers, which makes the Customer able to post a Project determined by the Customer and facilitates the realization of that Project. The present GTC further contains the general terms and conditions of the services contract and/or contract for professional services concluded between the Customer, the Project Manager and one or more Freelancers regarding the realization of the Project which is attached as Annex I to the present GTC (hereinafter: “**Project GTC**”).

Accepting the present GTC, and the privacy policy of Briefly (hereinafter: “**Policy**”) is a prerequisite of using the Services, and contributing to the realization of the Service, which shall be expressly accepted by the Customer, the Project Manager and the Freelancer during the registration to the Website. The Policy forms an integral part of the present GTC and shall be construed in accordance with the provisions of the Policy. The Policy of the Service is available from here: https://briefly.work/pdf/briefly_adatvedelmi.pdf

1. Data of Briefly

Company name: **FREEASY Korlátolt Felelősségű Társaság**

Registered seat: **9023 Győr, Körkemence utca 8., Hungary**

Tax number: **27311798-2-08**

Registration number at the Metropolitan Court of Győr as Court of Registry: **08-09-031604**

E-mail address: hello@briefly.work

Language of the contract: **English**

Telephone number: **+36 30 625 6773**

Contact person: **Bittera Réka**

2. Definitions

GTC: shall mean the present general terms and conditions and the Project GTC attached as Annex 1 thereto. Unless otherwise provided by the GTC it shall also mean the Project GTC as well.

Digital Certificate of Completion: shall mean the certificate of completion to be filled by the Customer after the completion of the Project in an electronical format on the Website.

Parties: shall mean collectively the Customer, the Project Manager, and the Freelancer under the Project GTC.

User: shall mean the Customer, the Project Manager, and the Freelancer under the present GTC.

Website: shall mean the website at www.briefly.work operated by Briefly and all subdomains thereto, through which Briefly provides the Service.

Commission: shall mean the remuneration of Briefly for the hosting and operating the Service, which will be deducted from the Final Project Fee to be paid to the Project Manager and the Freelancer.

Project: assignment and/or order determined and posted on the Website by the User to be realized by the Project Manager and one or more Freelancer within the framework of the Service.

Project Offer: shall mean the offer related to the Project and made by one or more Freelancer selected by the Project Manager, which contains the name of the Project Manager and the Freelancer, the tasks to be completed by the Project Manager and the Freelancer, the Project Fee and the respective deadlines.

Project GTC: shall mean the general terms and conditions provided by Briefly to the Users regarding the contractual relationship to be established between the Customer, the Project Manager and the Freelancer regarding the realization of the Project, from which the Parties may differ upon the indication of the Customer.

Project Fee: shall mean the remuneration specified in the Project Offer to be paid by the Customer regarding the realization of the Project to the Project Manager and to one or more Freelancer participating in the Project.

Project Manager: shall mean a natural person who passed the recruiting and selection procedure of Briefly, able to issue electronic invoice and reached the age of 18, who shall be responsible according to the present GTC for the realization of the Project, shall select the Freelancer who will participate in the realization of the Project, coordinates the realization of the Project and holds the direct contact with the Customer. *The Project Manager shall not be considered neither as a subcontractor nor as an employee of Briefly, and except the present GTC no other legal relationship exists between the Project Manager and Briefly regarding the realization of the Project.*

Freelancer: shall mean a natural person who is able to issue electronic invoice and reached the age of 18, who registered on the Website in order to participate in the realization of the Project. *The Freelancer shall not be considered neither as a subcontractor nor as an employee of Briefly, and except the present GTC no other legal relationship exists between the Freelancer and Briefly regarding the realization of the Project.*

Service: the solution provided by Briefly in which the Project of the Customer uploaded to the Website is realized under the management and coordination of the Project Manager by involving one or more Freelancer.

Policy: shall mean the privacy policy of Briefly which is available on the following website: https://briefly.work/pdf/briefly_adatvedelmi.pdf

Customer: all natural or legal person who registered on the Website and intends to upload a Project and intends to realize the Project in the framework of the Service.

Final Project Fee: shall mean the Project Fee and the Project Fee possible modified by the Parties with mutual consent, and in case of a possible non-proper performance the reduced Project Fee to be specified in the Digital Certificate of Completion.

3. Effect and amendment of the GTC

The Briefly is entitled to amend in part or in whole the present GTC at any time. Briefly will inform the Customer, the Project Manager, the Freelancer as well as the visitors of the Website on the latest amendment of the GTC in a form of a short notice on the main page of the Website. The GTC and the respective amendment of it shall be effective as of its publication and after the publication of the respective amendment the User accepts and considers itself to be bound by the provisions of the amended and effective GTC.

Unless the amendment was carried out due to amendment of legislation, the Project GTC effective by time of the acceptance of the Project Offer shall be applicable when a Project is being realized in the framework of an accepted Project Offer by the time of the amendment of the Project GTC.

4. The Service

4.1. Territorial scope of the Service

The Website of Briefly is available from Hungary and from abroad as well with an appropriate device, and with the help of internet. Unless any possible technical and legal limitation there is no limitation of using the Website.

4.2 Condition of using the Service

The Service provided by Briefly is solely available through the Website for the Customer, the Project Manager and the Freelancer. Any natural person is entitled to register as a Customer and as a Freelancer, and to apply as a Project Manager, however a legal person is not entitled to apply as a Project Manager and to register as a Freelancer.

4.3 Subject of the Service

Briefly is a virtual market place which allows the Customer to upload a Project to the Website, and to realize the Project with the Project Manager appointed by Briefly according to the provisions of the present GTC and with the selected one or more Freelancer as a team, thus the Customer may find easily, without significant time and money expenditure the necessary specialists, team to realize the Project.

4.4 Exclusion of sub-contractor and employment relationship

The Project Managers and Freelancers available in the Service of Briefly are independent third parties having a contractual relationship who shall not under any circumstances be deemed as subcontractors, employees, representatives or officials of Briefly. The Project Managers and Freelancers are acting on their own behalf and benefit and their actions shall not be construed as the representation of Briefly or an action on behalf of Briefly. Briefly neither in the present GTC, nor in any other way affects or determines the manner of the Project Managers' and Freelancers' performance of the Project.

5. Concluding the contract on the Services and the conditions of its usage

No person under the age of 18 may register on the Website as a Customer and Freelancer, and may not apply as a Project Manager, furthermore shall not use the Service. By registering on the Website the Customer and the Freelancer, furthermore by applying as a Project Manager the Project Manager acknowledges and warrants that as of the registration and application he/she has reached the age of 18.

The Customer and the Freelancer during the registration on the Website, and the Project Manager during the first use of its user account after the acceptance of its application, concludes a written contract with Briefly on the use of the Service by accepting the present GTC and simultaneously the Policy. The contract to be concluded will not be registered and will be in an electronic format in English language and does not refer to any code of conduct. The subject of the Service is the use of the Service by the Customer, the Project Manager and the Freelancer, within the Customer is able to post a Project on the Website, and the Project Manager and the Freelancer, according to the provisions of the present GTC may participate in the realization of the Project.

The contract to be concluded on using the Service between Briefly, and the Customer, Project Manager and Freelancer does not refer to the realization of the given Project. Briefly provides under *Annex 1* the general terms and conditions, the use of which and by the acceptance of the Project Offer by the Customer, the Parties may enter into a contract for the realization of the Project.

6. The continuous operation of the Service

Briefly shall use its best endeavors to ensure the continuous availability of the Website and the Service available on the Website, however, due to the nature of the Internet, Briefly cannot guarantee the continuous operation and the continuity of the Service. Briefly shall not be liable for any direct or indirect damages resulting from technical breakdown, break or destructive applications or programs placed by third parties independent of Briefly.

Briefly will take all reasonable steps to ensure that you visit and use the Website, for security and reliability, however, there may be technical errors that Briefly assumes have been acknowledged by the Users of the Website. Briefly reserves the right to restrict or suspend the availability of the Website and the provision of the Service at any time if this is necessary for the security, maintenance and proper functioning of the Website. Briefly may modify or improve the Website and the Service at any time, and may expand the range of services provided.

7. Registration of the Customer and the Freelancer, furthermore the application of the Project Manager

7.1 Creating an account as a Customer and Freelancer

In order for a Customer to be able to post a Project on the Website, and for the Freelancer to be able to submit an offer for each Project, it is necessary to create an account (hereinafter: “**Account**”) during the registration procedure. If a natural person creates a Customer Account on behalf of a legal person Customer, he/she warrants by registration that he/she is entitled to represent the legal entity and make a declaration on the legal person behalf.

The Customer and the Freelancer shall be responsible for the correctness, accuracy, and authenticity of the data provided during registration. The Customer and the Freelancer shall be solely responsible to modify any data given during the registration that has been changed.

7.1.1 Registration as a Customer

Registration as a Customer is performed by entering the Customer's name (last name and first name in the case of a natural person, company name in the case of a legal person), contact details (e-mail address, phone number) and password, as well as the industry in which the Customer operates. After registration, the Customer shall provide his billing information and can upload a profile picture of himself. This data can be modified by the Customer both during and after registration. The Customer may decide to delete its Account at any time, however, in the case of a pending Project, Customer's Account may not be deleted until the Project is closed. If the Customer intends to delete its Account, then the Customer may do so within the Account by following the instructions in the “Delete Account” menu item, or the Customer may request the deletion by notifying Briefly of its cancellation request at hello@briefly.work e-mail address.

7.1.2 Registration as a Freelancer

Registration as a Freelancer is performed by entering the Freelancer's name (last name and first name in the case of a natural person, company name in the case of a legal person), contact details (e-mail address, phone number) the types of tasks which he/she intends to undertake, the data the Freelancer wants to share (e.g. portfolio, previous experience). After registration, the Freelancer shall provide his billing information and can upload a profile picture of himself. Most of this data can be modified by the Freelancer both during and after registration. The Freelancer may decide to delete its Account at any time, however, in the case of a pending Project, Freelancer's Account may not be deleted until the Project is closed. If the Freelancer intends to delete its Account, then the Freelancer may do so within the Account by following the instructions in the "Delete Account" menu item, or the Freelancer may request the deletion by notifying Briefly of its cancellation request at hello@briefly.work e-mail address.

7.2 Creating an Account as a Project Manager

Creating an Account as a Project Manager is a two-step process, the first step of which is the Project Manager submitting an application to Briefly in the manner specified in Section 7.1.2 of the present GTC for the registration of Freelancers. As a second step, Briefly will then contact the candidate and then conduct a selection mechanism to assess the candidate's competencies. If Briefly accepts the application, Briefly will create the Project Manager's Account. The first time he uses the Account the Project Manager will provide his invoicing data, furthermore is allowed to upload a profile picture. Most of the information entered can be modified by the Project Manager. The Project Manager may decide to delete its Account at any time, however, in the case of a pending Project, the Project Manager's Account may not be deleted until the Project is closed. If the Project Manager intends to delete its Account, then the Project Manager may do so within the Account by following the instructions in the "Delete Account" menu item, or the Project Manager may request the deletion by notifying Briefly of its cancellation request at hello@briefly.work e-mail address.

7.3 Confidentiality and security of the Account

The Users shall be responsible to ensure the confidentiality and security of the Account. The Users shall be responsible for the disclosure of the login details to third parties. The Users shall promptly inform Briefly if there is any suspicion of loss, theft or other compromise of their login details, or of any suspected or actual unauthorized access to the Account. The Users shall be responsible for the use of the Account and any statement made through the Account.

8. Posting, publishing a Project

After registering on the Website, the Customer can post and publish a Project on the Website. During the posting of the Project the Customer provides the description of the Project, as well as the data and requirements regarding the Project, in particular, but not exclusively, its deadline and the purpose of the Project. After labeling the Project, the Customer has the option to finalize the Project or to go back and amend it. After posting the Project, the Customer is no longer entitled to amend the Project, however this does not affect the finalization of the Project by the Customer and the Project Manager. During the realization of the Project the Customer can contact Briefly directly. The Project finalized and posted by the Customer will be delivered directly to Briefly.

9. Allocation of the Project to the Project Manager

The Project finalized and posted by the Customer is allocated to a Project Manager selected by Briefly. During the selection of the Project Manager Briefly shall consider the workload, experience and the

assessment of the Project Manager gained during the previous Projects. The Project Manager selected by Briefly in this way has 24, that is twenty-four hours to accept or reject the Project. If the Project Manager rejects or does not respond to the Project within 24 hours, the second Project Manager selected on the basis of Briefly's assessment as defined above will have the opportunity to accept or reject the Project within 24, that is twenty-four hours. The Project will be offered to the Project Managers with an Account on the Website until it is accepted by a Project Manager.

If no Project Manager accepts the Project, or the Project posted by the Customer does not comply with legal requirements, or the Project is prohibited by law, or does not comply with the Briefly principles, Briefly is entitled to cancel the Project. The Customer will be notified of the cancellation of the Project.

Briefly is entitled to contact the Customer directly at the contact details provided by the Customer to clarify the details of the Project.

Following the acceptance of the Project by the Project Manager, the Project Manager will contact the Customer at the contact details provided by the Customer. The Project Manager and the Customer will jointly finalize the Project, specifying, among other things, the Project description, terms and performance, the amount of the Project Fee and the estimated duration of the Project, furthermore the Project Manager determines what competencies and knowledge are the Freelancers needed to realize the Project, and the Project Manager provides the Customer with a preliminary plan on the number of Freelancers to be used. The Project Manager shall take into account when determining the competencies, knowledge and number of the Freelancers the possible needs and requests of the Customer.

10. Application and selection of the Freelancers to a Project

Following the finalization of the Project by the Project Manager and the Customer, the Project Manager will invite the Freelancers to submit a bid via the Website, broken down by each competency. The Project Manager will indicate in the call the description of the Project for the given competence, the minimum and maximum value of the consideration, and how many Freelancers from the given competence area can participate in the Project. Freelancers are entitled to make an offer for the given Project within 72, that is seventy-two hours from the publication of the call. The Freelancer shall indicate in his/her offer the consideration for the competence of the Project specified in the call, and the Freelancer has the opportunity to make other information and additions, e.g. you may also indicate the duration of the Project. The Freelancer may only make an offer at the request of the Project Manager if he/she declares his/her ability to issue an electronic invoice and provide their billing information.

Immediately after the deadline for making an offer for the call published by the Project Manager, but not later than 48, that is forty-eight hours after the deadline, the Project Manager will select from among the Freelancers who have submitted an offer the Freelancers who made the most favorable offer considering the Freelancer's professional knowledge, experience and the price-value ratio of the Freelancer's offer.

Briefly, in case the Customer requests so, is entitled to reduce the deadlines specified in the present section upon such request. If the deadlines specified in this section are reduced by Briefly, the deadlines will be indicated separately in the Project and in the call published by the Project Manager for Freelancers.

11. Project Offer and concluding a contract

After selecting the Freelancers, the Project Manager will prepare a Project Offer stating the names of the Project Manager and the Freelancers, the final description of the Project agreed with the Customer, the offers made by the Freelancers and the Project Fee calculated on the basis of the Project Manager's quote and the period of performance shall be indicated.

After finalizing the Project Offer the Freelancer selected by the Project Manager will be notified on the finalization of the Project Offer, indicating the Customer's data, the tasks to be performed by the Freelancer during the Project, furthermore the Freelancer's remuneration in case of contractual performance. The Freelancer may accept the content of the notice by clicking on “*Accepting the Notification*” button marked in the notice.

Upon acceptance by all Freelancers of the notice sent to the Freelancers selected by the Project Manager regarding the realization of the Project, the Customer is entitled to reject the Project Offer in its entirety, thus the Project Manager and the Freelancers' offer. The Customer is obliged to justify the reason for the refusal.

If the Customer rejected the Project Offer, but intends to provide the Project Manager and the Freelancers with an opportunity to modify their offer in accordance with the reasons for the rejection, and thus the Project Offer is amended, then the Customer shall directly inform Briefly on such request. Briefly will allow the Project Manager and the Freelancers, through the Website, to modify their offers for the Project within the time period set by Briefly, and to amend the Project Offer within that time limit, as indicated by Customer. The Customer may accept or reject the amended Project Offer in accordance with the provisions of the present section.

If the Customer rejects the Project Offer, and does not intend to provide the Project Manager and/or the Freelancers with the opportunity to amend their offers regarding the Project Offer as specified above, the provisions of section 9-11 of the present GTC regarding the Project shall be repeated, or the Customer at its own discretion may withdraw the Project.

If the Project Offer is acceptable to the Customer, then the Project Offer can be accepted by clicking on the “*Accepting the Offer*” button on the Website. Simultaneously with the acceptance of the Project Offer, the Customer declares that he/she intends to apply the provisions of the Project GTC or other contractual provisions regarding the realization of the Project.

Upon acceptance of the Project Offer by the Customer, a contract is concluded between the Customer and the Project Manager and each Freelancers separately with the essential content elements included in the Project Offer, which according to section 6:7 (3) of the Act V of 2013 on the Hungarian Civil Code shall be deemed to be a written contract. If the Customer has decided to apply the provisions of the Project GTC, then the contract concluded between the Parties shall comprise the content of the Project Offer and the provisions of the Project GTC. If the Customer intends to apply contractual terms and conditions provisions different from the provisions of the Project GTC, then the contract to be concluded between the Parties shall comprise the content of the Project Offer, furthermore the provisions of the contract to be concluded between the Parties. If the provisions of the Project GTC are not applied in the contract to be concluded by the Parties, then the Parties are obliged to conclude a contract with each other within 5, that is five business days after the acceptance the Project Offer.

12. Modification and withdrawal of the Project

12.1 Modification of the Project

The Customer shall be solely responsible for any changes to the Project.

The Customer is entitled to change the non-material issues of the Project at any time prior to the acceptance of the Project Offer.

The Customer is entitled to modify the provisions of the Project that are considered material until the finalization of the Project by the Project Manager specified in the second paragraph of section 9 of this GTC. Between the finalization of the Project and the acceptance of the Project Offer, the Customer is not entitled to modify the provisions of the Project that are considered material.

The Customer is entitled, after accepting the Project Offer, to modify the provisions of the Project deemed material and non-material in accordance with the provisions of the contract regarding the realization of the Project.

Under the present GTC the following provision of the Project is deemed material:

- (i) the subject of the Project,
- (ii) the maximum amount of the Project Fee to be paid by the Customer regarding the realization of the Project, furthermore
- (iii) the deadline of completion of the Project.

12.2 Withdrawal of the Project

The Customer is entitled to withdraw the Project at any time prior to the final acceptance of the Project Offer, in the event that the Project Offer can be amended within the deadline set by Briefly, as set out in section 11 of this GTC.

After accepting the Project Offer, the Customer is not entitled to withdraw the Project.

13. Digital Certificate of Completion and the completion of the Project

The Project shall be deemed to have been completed if the Project Manager notifies the Customer via the Website that all tasks regarding the Project have been completed. Following the notification of the Project Manager, the Customer has the opportunity to approve the Digital Certificate of Completion for the Project. After completing the Digital Certificate of Completion, the Freelancers participating in the Project and the Project Manager will only receive a Digital Completion Certificate for the tasks performed by the Project.

In case of due performance in accordance with the conditions specified in the contract for the Project, the Customer may indicate the due performance in accordance with the contract in the Digital Certificate of Performance by completing the appropriate checkbox for the given task. If the given task has not been performed in accordance with the contract, the Customer may indicate the non-performance of the contract in accordance with the given task, in which case the Customer is obliged to justify the non-performance of the contract.

Following the Project Manager's notification on the completion of tasks, the Customer is entitled to issue the Digital Certificate of Completion within 5, that five business days. If the Customer does not issue the Digital Certificate of Completion within the given deadline, the performance shall be deemed to be in accordance with all the tasks, and the Digital Certificate of Completion shall be issued automatically with such content.

The Customer will evaluate the performance of the Freelancers and Project Manager participating in the Project after the Digital Certificate of Completion has been issued and the payment obligation set forth under section 14. has been performed.

14. Payment system, payment of the remuneration and commission, and issuing invoice

14.1 Payment system

The amount of the Project Fee and the Final Project Fee to be paid by the Customer during the realization of the Service and the Project will be transferred to the wallet of the Customer held at Barion Payment Inc. (registered seat: 1117 Budapest, Infopark sétány 1. I. ép. 5. em. 5.; registration number: 01-10-048552; hereinafter: “**Barion**”), or, if the Customer does not have his own Barion wallet, it will be transferred to Briefly Barion's wallet, where the Project Fee will be held preserved until the Project Manager sends the invoices on the completion of the Project to the Customer.

What is BARION™?

The Barion is operating as an electronic payment service, that allows you to **conveniently and securely pay with credit card or with prepaid account** in web stores, mobile applications, or to your friends.

Barion Payment Inc. as the service provider is an institution under the **supervision of the Hungarian National Bank** having the authorization number of H-EN-I-1064/2013

Pay with credit card conveniently

Registration is not required for credit card payments, just enter your credit card number, expiration date and CVC code on the back, as well as a working email address.

However, if you register, **you will never have to type in your card number** at any Barion acceptance point again, your email address and password will suffice to pay. Not only is this convenient, but it also increases your safety!



You can use for payment:

- your Mastercard or Maestro credit card
- your Visa or Electron credit card
- your Amex credit card

Pay conveniently without your credit card

If you do not have a credit card, you can use your prepaid Barion balance for payment, which you can top up by bank transfer or cash deposit, or for which your friends and business partners can send you money. In this case, you can pay by entering your e-mail address and password.

Free

There is no, and no surcharge for credit card payments to the customer. Registration and the Barion mobile app, as well as receiving and sending money, are and will remain free. There is no monthly fee either.

Keep track of your purchases

With the Barion apps, you can track your purchases, online or on your mobile. The free Barion wallet instantly indicates all your purchases, you can even see what you bought. You can also manage your Barion balance here or send or receive money.

Security comes first

Comodo 20148 bites TLS encryption protects the servers of Barion. Before making a payment always make sure that you give your credit card data or password requires for payment on Barion's secure server. **Your browser will indicate with a green color if the payment** and the owner of the payment page is identified under the name of **Barion Payment Inc [HU]**.

The has the PCI DSS certificate demanded by the credit card companies, therefore is entitled to handle credit card data. The security of the Barion's server has been developed in accordance with the regulations of the Hungarian National Bank.

The General Terms and Conditions of Barion are available at the following link: https://www.barion.com/hu/jogi-hatter/barion_altalanos_szerzodesi_feltetelek_20180705.pdf. The Customer, the Project Manager and the Freelancer acknowledge that the General Terms and Conditions of Barion are determined without the involvement of Briefly, and that Briefly has no influence on their formulation.

14.2 Payment of the Project Fee

Upon acceptance of the Project Offer by the Customer, the Customer shall immediately pay the full amount of the Project Fee included in the Project Offer to the Customer's own Barion wallet or, if the Customer does not have its own Barion wallet, to the Briefly Barion wallet, where the Project Fee will be held preserved until the invoices issued by the Project Manager and the Freelancer are sent to the Customer.

If the provisions of the Project GTC are not applied in the contract to be concluded by the Parties, the Customer shall not be reimbursed the amount of the Project Fee in case of withdrawal or ordinary termination of the Contract related to the realization of the Project. In that case, the amount of the Project Fee will be allocated to the Project Manager and Freelancers involved in the realization of the Project in accordance with the ratio specified in the Project Offer, and the amount of the Commission will be deducted.

If after the acceptance of the Project Offer but before the issuance of the Digital Certificate of Completion the Parties terminate the contract for the realization of the Project, the ratio of the Project Fee determined by the Parties, but not less than 50% of the Project Fee will not be refunded to the Customer and will be transferred to the Project Manager and Freelancers participating in the realization of the Project in the ratio specified in the Project Offer, and the amount of the Commission will be deducted.

14.3 Issuing invoice

The Project Manager and the Freelancer will issue a regular invoice for their part of the Final Project Fee 3, that is within three calendar days. The Freelancer is obliged to send the invoice duly issued by his/her to the Project Manager without delay.

If the Freelancer does not issue a regular invoice within the deadline, then the part of the Final Project Fee which he/she is entitled will be held preserved on the Customer's own Barion wallet, or if the Customer does not have a Barion wallet on the Barion wallet of Briefly until the Freelancer issues the regular invoice and sends it to the Customer as specified in the present section. The Project Manager and the Freelancer are solely responsible for ensuring that the invoices issued by them are issued in accordance with the applicable legal provisions.

The Project Manager is obliged to send the invoice issued by the Freelancer to the Customer without delay. After sending the invoices the Project Manager is obliged to notify by clicking on the respective button on the Website the Parties and Briefly that the invoices issued in connection with the Project have been sent to the Customer. The Project Manager is solely responsible for sending the invoices to the Customer, and neither the Customer nor Briefly is responsible in this regard.

14.4 Transfer of the Project Fee to the Project Manager and the Freelancer

Following the Project Manager's notification on the Website that the invoices have been sent to the Customer, the Customer or, if the Customer does not have its own Barion wallet, the amount held preserved on Briefly's Barion wallet will be automatically transferred to the Project Manager's and the Freelancer's Barion wallet as specified in the Digital Certificate of Completion.

14.5 Amount and deduction of the Commission

The amount of the Commission to which Briefly is entitled is 25% of the Final Project Fee to be paid for the Project Manager and each Freelancer, which will be deducted from the Final Project Fee when this is transferred from the Barion wallet to the Project Manager and the Freelancer.

Briefly is entitled to introduce discounts and promotions related to the Commission at any time in its sole discretion. The detailed rules for the discount and promotion related to the Commission are indicated on the Website. Unless the detailed rules of the discount or promotion related to the Commission provide otherwise, the duration of the discount or promotion is 1, that is one month.

15. Taxation

The Users are solely responsible for fulfilling the administrative and tax obligations required by applicable law and in doing so for any taxes, contributions, chamber membership fees, etc. payable. for payment and notification.

16. Copyrights

16.1 Copyrights of Briefly

The entire content of the Website, in particular the data, brochures, images, descriptions, text, graphics and the image, appearance and structure of the Website, the execution of each function are constituting the exclusive property of Briefly or are licensed for use and protected by copyright as such. Their use without the prior written consent of Briefly infringes Briefly's copyright and has legal consequences. A link to the Website is permitted on other interfaces as long as the link leads to the main page of the Website, however, a link to the internal pages of the Website is permitted only in the case of a link to the content of the entire page with the prior approval of Briefly. In neither case may the link be made in such a way as to make the Website or any of its internal pages or content appear as the content of another website.

Under no circumstances may the use of the Service result in anyone decrypting, decompiling, or otherwise infringing Briefly's intellectual property rights. It is also forbidden to adapt or decrypt the content of the Website or certain parts thereof; creating a User Account in an unfair manner; use any application that modifies or indexes the Website or any part thereof (e.g. search engine crawler, or any other decryptor).

16.2 Copyright works created during the Project

During the realization of the Project, the provisions of the Project related to the realization of the Project shall apply to the transfer of the author's works created by the Project Manager and the Freelancer to the Customer, as well as to the granting of the license to the Customer.

17. Liability

As an intermediary service provider, Briefly shall not be liable for any Project posted by the Customer during the Service, for contracts concluded in connection with the realization of the Project, or for non- or non-contractual performance of the Project Manager and / or Freelancer during the Project, or for failure or termination of the Service.

Briefly shall not be liable for any damages or consequential damages that may have been incurred in using the Services of the Project Manager or the Freelancer, nor for the quality or quantity of the Works resulting from the activities of the Project Manager or the Freelancer. The Customer shall use the Project Manager and the Freelancer at his own risk.

Furthermore, Briefly shall not be held liable for the contractual performance of the Service in cases attributable to external cause (force majeure) beyond Briefly's control.

18. Undertakings and non-solicit

18.1 Undertakings of the Parties

The Customer, the Project Manager and the Freelancer undertake that if contractual conditions different from the provisions of the Project GTC are applied in connection with the realization of the Project, they shall not agree on such terms and conditions that may impede or restrict the enforcement of the provisions of the present GTC, excluding the provisions of the Project GTC, in particular, but not exclusively the provisions on the payment system, payment of the remuneration, payment of the Commission. The Customer, the Project Manager and the Freelancer shall be fully liable for any damages caused to Briefly by infringing the provisions of the present section.

18.2 Non-solicit

In case of violation of the provisions of the present section, each of the infringing User shall pay HUF 1.000.000, that is one million Hungarian Forint contractual penalty to Briefly within 5, that is five calendar days after the notice of Briefly.

Users are not entitled to realize the Project uploaded to the Website with another User met within the framework of the Service provided by Briefly within 12, that is twelve months from the date of uploading the Project to the Website. In case of violation of the provisions of this clause, the Users violating the prohibition are obliged to pay a contractual penalty of HUF 1,000,000, that is 1 million Hungarian Forint, to Briefly within 5, that is five calendar days after the written notification of Briefly.

After registration or if his/her Account is canceled, the Customer is not entitled to employ the Project Manager or Freelancer known within the framework of the Service within 12, that is within twelve months after the cancellation of the Account, unless Briefly has given its prior written consent. In case of violation of the provisions of this clause, the Customer shall pay a fine of HUF 1,000,000, that is HUF 1 million, to Briefly for all Project Managers and Freelancers involved in the seduction within 5, that is five calendar days after notifying Briefly in writing.

The Project Manager is not entitled to establish an employment relationship, an employment contract or any other legal relationship for the performance of work with the Freelancer who has become acquainted with the Service within 12 months, that is within twelve months after the cancellation of his/her Account. In case of violation of the provisions of this section, the Project Manager is obliged to pay Briefly a fine of HUF 1,000,000, that is HUF 1 million, for all Freelancers involved in the seduction within 5, that is five calendar days after notifying Briefly in writing.

Briefly reserves the right to claim damages in excess of the amount of the penalty in addition to the amount of the penalty specified in this section.

19. Term and termination of the GTC

The contract is concluded for an indefinite period of time until Briefly or the User terminates it in accordance with the provisions of the present GTC.

Any User is entitled to terminate the legal relationship established by accepting the present GTC at any time by e-mail addressed to Briefly customer service of his registered Account. Briefly will comply with the request to cancel your Account if you do not have a pending Project or dispute in progress.

Briefly reserves the right to terminate the legal relationship with any User by 30-day notice, that is with thirty days, without giving reasons, by accepting these GTC.

20. Dispute

Briefly will use its best endeavors to resolve any disagreements or disputes of any kind arising from the contract between you and the User using the Service out of court in an amicable way through negotiation. If any dispute cannot be settled by negotiation, the Hungarian ordinary court competent according to the registered office of Briefly and the value of the litigation shall have the exclusive right to act in connection with the legal dispute arising from the contract.

With regard to issues not regulated in the present GTC, the provisions of the Hungarian laws and official regulations in force at any time concerning Briefly's business activities forming the Service, as well as the provisions of Act V of 2013 on the Civil Code shall apply without any separate stipulation.

Please accept the present GTC only, if you agree with the above.

If you have any further questions regarding the GTC, please contact us at hello@briefly.work

The present GTC is effective from May 20, 2020.

Click here to view and download the printer-friendly version of the present GTC.

FREEASY Kft.

Annex 1
Project GTC

The present Project GTC is concluded between the Customer using the Service of Briefly, and the Project Manager and one or more Freelancer specified in the Project Offer accepted by the Customer to realize the Project specified in a detailed manner in the Project Offer.

The Project Offer accepted by the Customer shall form an integral part of the present Project GTC.

1. Definitions

Unless provided otherwise, the capitalized terms used in the present Project GTC shall have the same meaning as it is defined in the GTC.

2. Subject and term of the Project GTC

- 2.1 The subject of the present Project GTC is specified in a detailed manner in the Project Offer, which Project Offer specifies the tasks to be performed by each Freelancer.
- 2.2 The Present Project GTC was concluded for a definite period of time until the deadline for completion specified in the Project Offer. The Project GTC shall have effect upon the Customer accepts the Project Offer.
- 2.3 If any of the provisions of the present Project GTC specifies its term otherwise provided in the present section, then that different provision shall prevail.

3. Rights and obligation of the Parties

3.1 Rights and obligation of the Customer

- 3.1.1 The Customer is obliged to provide the Project Manager and Freelancer during the realization of the Project with all verbal and written information which is necessary for the due performance.
- 3.1.2 In case of the due performance of the Project the Customer is obliged to pay the Project Fee specified in the Project Offer.
- 3.1.3 In case of performing a works-type task the Customer is entitled to instruct the Freelancer, and to inspect the performance of the Freelancer.
- 3.1.4 If a work-type task shall be performed at a site determined by the Customer, the Customer shall make the site available to the Freelancer in a condition as appropriate for carrying out the task.
- 3.1.5 In case of a personal service-type task the Customer is entitled to request information from the Project Manager and the Freelancer on the activity and the statues of the task.

3.2 Rights and obligation of the Project Manager and the Freelancer

3.2.1 Personal service-type tasks

- 3.2.1.1 The Project Manager and the Freelancer shall follow the instructions of the Customer. The Project Manager and the Freelancer may only differ from the instruction of the Customer if it

is essential for the Customer's interest and the Customer cannot be notified in advance. In such a case the Customer shall be notified without delay.

- 3.2.1.2 If the Customer gives unreasonable or impracticable instruction, the Project Manager and the Freelancer shall be obliged to warn him thereof. If the Customer insist in his instruction in spite of the warning, the Project Manager and the Freelancer shall be entitled to withdraw from or to terminate the contract, or may carry out the task according to the Customer's instruction, at the Customer's risk. The Project Manager and the Freelancer shall refuse to comply with such instruction if compliance would constitute an infringement of the law or any administrative decision, or it would jeopardize the safety or property of others.
- 3.2.1.3 The Project Manager and the Freelancer shall be obliged to provide that the Project and the task will be completed until the deadline specified in the Project Offer. The Project Manager and the Freelancer is obliged to notify the Customer on the completion of the Project and the task.
- 3.2.1.4 The Project Manager and the Freelancer shall only accept instruction from the contact person or persons specified in the Project Offer.
- 3.2.1.5 The Project Manager and the Freelancer is obliged to inform the Customer on their activity and the status of the task upon the Customer's request, or without a request when deemed necessary. The Project Manager and the Freelancer shall inform the Customer if the instructions need to be changed due to the emergence of new circumstances.
- 3.2.1.6 The equipment necessary to carry out the task related to the realization of the Project shall be procured independently by the Project Manager and the Freelancer and shall not be provided by the Customer.
- 3.2.1.7 The Project Manager and the Freelancer determine – by taking into account the respective deadline - the order to carry out the task based on the present Project GTC. The Project Manager and the Freelancer shall not be obliged to be permanently available; each task shall be performed within the deadline specified in the Project Offer at the time and place specified at his/her discretion.
- 3.2.2 Works-type tasks
 - 3.2.2.1 The Freelancer is obliged to follow the instructions of the Customer. The instruction shall not cover the organization of the task and shall not render the performance more burdensome.
 - 3.2.2.2 If the Customer gives unreasonable or unprofessional instruction, the Freelancer shall be obliged to warn him thereof. If the Customer insists on his instructions in spite of the warning, the Freelancer may carry out the task according to the Customer's instruction, at the Customer's risk, however does not entitled to withdraw from the Project Offer and the present Project GTC. The Freelancer shall refuse to comply with such instruction if compliance would constitute an infringement of the law or any administrative decision, or it would jeopardize the safety or property of others.
 - 3.2.2.3 The Freelancer shall be obliged to provide that the Project will be completed until the deadline specified in the Project Offer.
 - 3.2.2.4 The Freelancer shall according to section 6:244.§ (1) of the Act V of 2013 on the Hungarian Civil Code (hereinafter: “HCC”) perform the work covered by the task specified in the Project Offer but not taken into consideration for the calculation of the Project Fee, as well as the work that is considered essential for the completion of the works in a condition proper for use or the intended purpose (hereinafter: “**Additional Work**”).
 - 3.2.2.5 During the realization of the Project the completion of the works by the Freelancer ordered subsequently, prompted, in particular by changes in the plans or designs (hereinafter: “**Extra**

Work”) is not possible. If during the realization of the Project the need for Extra Work would emerge, then the Customer shall post a new Project regarding the Extra Work.

4. Performance

- 4.1 The Freelancer is obliged to send the task specified in the Project Offer within the deadline specified therein to the contact person of the Customer.
- 4.2 The Customer shall without undue delay, but not later than 5, that is five business days after the receipt inspect the performance sent by the Freelancer to him, and shall indicate the possible errors, deficiencies, quality and quantity complaints together with a written reasoning to the Freelancer and the Project Manager within the time limit specified in the present section . If the Customer does not indicate any complaint within the time limit specified in the present section, then the performance of the Freelancer shall be deemed accepted by the Customer.
- 4.3 The Freelancer shall remedy the errors, deficiencies, quality and quantity complaints indicated by the Customer without undue delay, but not later than 3, that is three calendar days after the receipt of the complaints of the Customer.
- 4.4 The Customer shall without undue delay, but not later than 3, that is three business days inspect the performance repeatedly sent by the Freelancer, and shall indicate his further complaints to the Freelancer and the Project Manager within the time limit specified in the present section . If the Customer does not indicate any complaint to the Freelancer within the time limit specified in the present section, then the performance repeatedly sent by the Freelancer shall be deemed accepted by the Customer.
- 4.5 The Freelancer shall remedy the complaints indicated by the Customer regarding the repeatedly sent performance without undue delay, but not later than 1, that is one calendar days after the receipt of the complaints of the Customer.
- 4.6 If the Customer does not accept the subsequently sent performance of the Freelancer, the Customer and the Freelancer may decide that the Freelancer remedies the complaints indicated by the Customer using the provisions of section 4.5, or the Customer and the Freelancer may decide on the reduction of the remuneration which the Freelancer is entitled to and the acceptance of the performance by the Customer.

5. Payment of the remuneration

5.1 Final Project Fee

- 5.1.1 The Final Project Fee shall be determined when issuing the Digital Certificate of Compliance by considering the Project Fee, the performance of the Project Manager and the Freelancer.
- 5.1.2 The Parties in applying the present Project GTC shall consider mutually proportionate the Final Project Fee according to section 16. § (4) of Act LXXVI of 1999 on the copyright (hereinafter: “**Copyright Act**”) and exclude any further demand on remuneration by the Project Manager and the Freelancer beyond the Final Project Fee.
- 5.1.3 The Final Project Fee consists of any costs and expenditure that may emerged during the realization of the Project.

5.2 Payment Condition

- 5.2.1 For the purposes of the present Project GTC, the provisions specified in section 14 of the GTC shall apply to the payment of the consideration related to the realization of the Project.

6. Copyright

- 6.1 The performance of the Freelancers during the realization of the Project is subject to the Copyright Act, subject to copyright.
- 6.2 The Freelancer transfers expressly and irrevocably its copyrights to the Customer related to the tasks specified in the Project Offer, when the Final Project Fee is fully paid to the Barion wallet of the Project Manager and the Freelancer from the Customer's own, or if the Customer does not have a Barion wallet, from the Barion wallet of Briefly.
- 6.3 If a special legislation excludes the transfer of the copyrights that can be exercised related to the specific task, the Freelancer shall grant the Customer an overall right to use in relation to the task.
- 6.4 The transfer of the rights specified in the previous section differently from section 43. § (4) of the Copyright Act shall be without territorial restriction and shall be for an indefinite period time, thus to the whole term of protection regarding the task performed by the Freelancer during the Project.
- 6.5 The Customer shall be entitled to the transfer the rights specified under section 6.2 to third person for free or for remuneration.
- 6.6 The Customer shall be entitled to in particular, but not exclusively to transfer, to assign, alienate, sell the copyright related to the Project.
- 6.7 The methods, solutions, and the knowledge, know-how, intellectual properties and intellectual works related to them provided by the Customer to the Freelancer and the Project Manager during the realization of the Project shall remain in the property of the Customer, and the judicial protection related to them shall entitle the Customer.
- 6.8 The Freelancer and the Project Manager shall use the data received from the Customer for the realization of the Project exclusively for the purpose to realize the Project. Those data shall not be handed over to the third parties without the prior written consent of the Customer.

7. Ownership, warrant of title

- 7.1 The task and its source code (if such is created regarding the task) to be performed by the Freelancer during the realization of the Project shall be expressly and irrevocable become the property of the Customer when the Final Project Fee is fully paid to the Barion wallet of the Project Manager and the Freelancer from the Customer's own, or if the Customer does not have a Barion wallet, from the Barion wallet of Briefly
- 7.2 The Project Manager and the Freelancer state, that third party has no such right that restricts or excludes the acquisition of the rights by the Customer specified under section 7.1.

8. Non-disclosure obligation

- 8.1 The Parties are obliged not to disclose any facts, information, knowledge, data and solutions of which they become aware during the realization of the Project and which the Parties handed over to each other orally or in writing, furthermore obliged to handle as strictly confidential trade secret all data and information on the Parties or its activity that the Parties become aware of during the realization of the Project (hereinafter: "**Trade Secret**"). The Parties are prohibited to disclose the Trade Secret, to hand over to third person and to use them unlawfully. The Parties are obliged to make all reasonable efforts to keep the Trade Secret and to prevent unauthorized access.
- 8.2 The non-disclosure obligation is also related to the data storage device containing the Trade Secret.

- 8.3 The provisions of the present section of the Project GTC shall be effective for an indefinite period of time. If one the Party infringes that obligation, he/she shall pay the damages resulting from that.
- 8.4 The Party obliged to keep the Trade Secret shall without undue delay notify the holder of the Trade Secret if he/she become aware of the unauthorized disclosure of the Trade Secret, and shall cooperate with the holder of the Trade Secret in taking the necessary measures to protect the Trade Secret.
- 8.5 It shall not be considered as an infringement of the non-disclosure obligation, if the Project Manager and the Freelancer uses the fact of the realization of the Project – without the description of the content – as a reference to conclude other contractual relationship.
- 8.6 The Customer is entitled to transfer all the performances during the realization of the Project to its affiliated company defined under section 7. § point 28 of the Act CL of 2017 on the rules governing taxation section. In that case the same non-disclosure provisions shall be applicable to the affiliated company as to the Customer.
- 8.7 It shall not be deemed as an infringement of the non-disclosure obligation, if:
- the information was demonstrably known to the person obliged to keep the Trade Secret by the time the Customer accepted the Project Offer;
 - the information was acquired by the person obliged to keep the Trade Secret lawfully, from a third party entitled to disclose that;
 - the disclosure of the Trade Secret is prescribed by law or by final and enforceable authority or judicial resolution.

9. Data protection

- 9.1 For the processing of the personal data of the Project Manager and the Freelancer by the Customer for the purpose of performing the obligation arising out of the contract concluded based on the Project Offer and the present Project GTC and to comply with the legal obligation relating to that, the respective Hungarian legislation and the *Regulation (EU) 2016/679 of the European Parliament and of the Council (“GDPR”)* shall apply.
- 9.2 The Project Manager and the Freelancer expressly agree that their personal data will be retained by the Customer during the realization of the Project and subsequently (for the time specified by the respective legislation), and to occasionally archive and store for professional and record-keeping purposes regarding the realization of the Project.
- 9.3 The Customer shall process the recorded data confidentially, and shall disclose these data to third party only within the scope specified by law, or beyond this scope only with the consent of the Project Manager and the Freelancer.
- 9.4 If the Customer is a natural person, then the Project Manager and the Freelancer is only entitled to process the personal data of the natural person Customer by applying the provision of the present section 9 accordingly.

10. Amending the contract concluded based on the Project Offer and the present Project GTC

- 10.1 The Parties may amend the contract concluded based on the Project Offer and the present Project GTC at any time by mutual consent in writing.
- 10.2 Briefly is entitled to amend the provisions of the present Project GTC as specified in the GTC, however if a Project is being realized in the framework of an accepted Project Offer by the time

of the amendment of the Project GTC by Briefly, the Project GTC effective by time of the acceptance of the Project Offer shall be applicable, unless the amendment was carried out due to amendment of legislation.

11. Termination of the contract concluded based on the Project Offer and the present Project GTC

11.1 Termination with notice and withdrawal

11.1.1 Having regard to the definite period of time of the realization of the Project the Parties are not entitled to terminate with notice or to withdraw from the contract concluded based on the Project Offer and the present Project GTC.

11.2 Termination without notice

11.2.1 In case of the material breach of the other Party – with a reasoned, unilateral written statement – the injured Party is entitled to terminate the contract concluded based on the Project Offer and the present Project GTC with immediate effect.

11.2.2 In case of a termination without notice of the contract concluded based on the Project Offer and the present Project GTC the Parties shall account with each other in regard of the service has already been performed by the Project Manager and the Freelancer.

12. Contact

12.1 All matter, notification and other communication regarding the realization of the Project shall be in writing and shall be sent to the contact person specified in the Project Offer to the contact details specified therein.

12.2 The Parties in order to realize the Project keep the working contact directly through the contact details specified in the Project Offer. Mutually and immediately provide each other with the necessary information and data to realize the Project, furthermore, ensure the additional circumstances of the performance. They shall inform each other immediately on the change of any material circumstances regarding the performance.

13. Miscellaneous

13.1 The Customer, the Project Manager and the Freelancer are independent contractors. The Parties state that the contract concluded based on the Project Offer and the present Project GTC does not create any actual or apparent agency, partnership, franchise between the Parties. The Project Manager and the Freelancer shall not represent themselves as the agent or legal representative of the Customer, and are not authorized to enter into or commit the Customer to any agreements without the prior written consent of the Customer.

13.2 The contract concluded based on the Project Offer and the present Project GTC shall not be mean a basis or construed as an employment relationship between the Customer, the Project Manager and the Freelancer.

13.3 Parties declare that their capacity to conclude a contract is not under any limitation, they are entitled to conclude the contract based on the Project Offer and the present Project GTC, and the present Agreement is not in contrary with the other contracts on this regard concluded with third persons.

13.4 The legal person Customer further declares that it is not subject of neither bankruptcy or liquidation proceedings as defined in *Act XLIX of 1991 on Bankruptcy Proceedings and*

Liquidation Proceedings, nor winding-up proceeding as defined in *Act V of 2006 on Public Company Information, Company Registration and Winding-up Proceedings*, and otherwise not insolvent.

- 13.5 The Parties are obliged to notify in writing the other Party within 7, that is seven calendar days of the material changes (e.g. change of legal form, name, Barion wallet data etc.) that are relevant to the present contract concluded based on the Project Offer and the present Project GTC.
- 13.6 The Parties shall make their statements regarding the present contract concluded based on the Project Offer and the present Project GTC exclusively in writing; the Parties consider the confirmed e-mail and the registered letter, in writing.
- 13.7 The possible invalidity or nullity of any provision of the contract concluded based on the Project Offer and the Project GTC shall not result in the invalidity or nullity of the other provisions. In such case the Parties shall, without undue delay, upon becoming aware of the reason of the invalidity or nullity, replace the invalid or null and void provision with a provision that complies with the respective legal provisions and the original intention of the Parties to enter in to the contract.
- 13.8 The contract concluded based on the Project Offer and the present Project GTC shall be governed by the laws of Hungary regarding the interpretation and the settlement of legal dispute arising out of it. The Parties shall settle any dispute that may arise out of court, primarily through negotiations.
- 13.9 The exclusive competence of the competent Hungarian court regarding any dispute arising out of the contract concluded based on the Project Offer and the present Project GTC is stipulated.
- 13.10 For matters not regulated in the contract concluded based on the Project Offer and the present Project GTC the provisions of the HCC shall apply.