

## **PRIVACY POLICY BY BBNBFREELANCE.COM**

### **ONLINE SERVICE AGREEMENT BY BBNBFREELANCE.COM**

#### **1. TERMS AND DEFINITIONS USED IN THE AGREEMENT**

**Website** - BBNBFREELANCE.COM

**Administration** - employees, as well as persons duly endowed with at least one of the following authorities, which monitor the operation of the Site, make any management and organizational decisions regarding the Site; provide services to users as part of the Site by the latter.

**Services** - a set of computer programs, databases that ensure the operation of the Site, as well as a set of Services provided to Users when using the Site.

**Visitor** - any individual using the Site.

**User** - a visitor who has passed the registration procedure on the Site.

**Customer** - the user who posted the Task on the Site, in accordance with the Site Rules.

**Contractor** - a user approved by the Customer to complete the assignment.

**User registration data** - email address (login) and password for entering the Account, specified by the User when registering on the Site.

**Task** - an invitation to perform certain work posted on the Site by the Customer in order to search for the Contractor.

**Account** - a personal page of the User on the Site. Information posted at the discretion of the User about himself in the Account may be available for viewing by other users of the Site.

**User balance** - a system of accounting for funds on the Site for the User's financial transactions, located in the User's Account. The total amount of funds on the User's Balance at the current time is calculated as the sum of available funds (Available) and reserved (Buffer) in accordance with the procedure for the provision of Services and settlements on the Site.

**Site Services** - any services provided by the Site to the User under the terms of this Agreement.

Terms not included in Section 1 of the Agreement may be used in the real Agreement. The interpretation of such terms is made in accordance with the text of the Agreement. In the absence of an unambiguous interpretation of the term in the text of the Agreement, one should be guided by the

interpretation of the term defined: first of all, by legislation, secondly, on the <https://bnbfreelance.com> website, then by the prevailing (commonly used) on the Internet.

**Personal data (PD)** - Information relating to the user including the information indicated by him when registering on the Site.

**Payment Service (money transfer operator)** – a person engaged by the Site as an intermediary with a purpose of making money transfers to users.

## **2. GENERAL PROVISIONS**

**2.3.** Using the Site, and / or the mobile version of the project, and / or other related services and tools of BBNBFREELANCE.COM, the User gives his consent to the Company to process his personal data. Such as username, region of residence, email address, contact number, other contact information and at the request of the user, IP addresses, other user communication data, messages, letters, statements transmitted to the user by other users and vice versa. And also gives his consent to the transfer of his personal data to third parties, including the transfer of personal data abroad, to any third country, in accordance with this Privacy Policy and with the User agreement of services BBNBFREELANCE.COM.

**2.4.** Users should be aware that when clicking on some links posted on the Site or in the mobile version of the site, they could be redirected to sites (apps, etc.) of other companies outside of the hosting space of the Company. The information about Users is collected outside of direct control Companies there. In this case, the Privacy Policy of third-party sites and / or applications will govern the processing of information received from users by these third parties.

**2.5.** This Agreement governs the use of the Site, as well as relations arising from the use of the Site and Services by the User.

**2.6.** All provisions of this Agreement are applicable to the Site.

**2.7.** A required condition for access to the Site Services in accordance with the Agreement is acceptance and abidance by the User with the requirements and provisions defined by the following documents:

**2.8.** This Agreement and its Appendices;

**2.9.** The Terms of Use of the Site, which are constantly publicly available on the Site at: <https://bnbfreelance.com/doc/confidentiality.pdf>;

**2.10.** The administration has the right at any time to refuse any User to use the Site or to restrict access to the Site Services in violation of this Agreement or for security reasons.

**2.11.** The User is granted a personal non-exclusive and non-transferable right to use the Site and the software presented on the site in accordance with this Agreement. If neither the User nor any other persons with the assistance of the User will take actions: to copy or change the software of the Site, Services; to create programs derived from the software of the Site and Services; penetration of software in order to obtain program codes, on the sale, assignment, lease; transfer to third parties in any other form of rights in relation to the materials and software of the Site; to modify the Site and Services, including with the aim of obtaining unauthorized access to it; and other actions similar to those listed above and violating the rights of the Site and third parties.

**2.12.** The user is given the opportunity to publish information about himself and his projects (Tasks, vacancies) through the Site Services and subject to the conditions and rules described in the documents specified in provision 2.2 of this Agreement.

**2.13.** User registration data is confidential information. The Site Administration and the User undertake not to disclose to the third parties the User Registration Data.

**2.14.** The Site Administration reserves the right to change the terms of the Agreement and all its integral parts without agreement with the User with notification of the latter by posting on the Site a new version of the Agreement or its Applications. In this regard, the User undertakes to familiarize himself with the contents of the Agreement posted on the Site at least once a month in order to timely familiarize himself with its changes. The new version of the Agreement and / or its Annexes comes into force from the moment of publication on the Site, unless a different deadline for the entry into force of the changes is determined by the Administration when they are published. The current version of the Agreement and its Annexes is always on the Site:  
<https://bnbfreelance.com/doc/confidentiality.pdf> publicly available.

**2.15.** Taking any actions to use the Site and its Services the user (viewing the Site's pages, Registering, transferring his contact and personal data to third parties, etc.) expresses his full and unconditional consent (Acceptance) with the terms of this Agreement on the use of the Site <https://bnbfreelance.com>, located in the Internet:  
<https://bnbfreelance.com/doc/confidentiality.pdf> as a public offer.

**2.16.** The Agreement is considered being made on the terms of this offer from the moment the User performs actions aimed at registering on the Site or in any of the ways provided, and an unlimited period is valid.

**2.17.** The services of the Site can only be used by persons from 16 years of age and older.

### **3. RIGHTS AND OBLIGATIONS OF THE USER**

**3.1.** The user is prohibited from transferring his Registration Data to third parties.

**3.2.** User agrees to use personal data posted in the Site Database and all changes made to it during the term of the Agreement, namely:

- Personal data from the Database can only be used to ensure the functioning of the Site and the subsequent provision of the Services to the User;
- The User is prohibited from transmitting information about other Users received through the Site to third parties;
- if the user saves the information from the database on paper or electronic media, he is obliged to do so in accordance and all amendments thereto during the term of the Agreement, assuming all obligations of the operator in terms of this Act;
- in the case of damage to other users who are associated with the failure of the user's requirements of Akon and all amendments thereto during the term of the Agreement, the responsibility for this lies squarely on the User.

**3.3.** User agrees not to use the Site for:

**3.4.** Downloads, publications, transfers or any other way of posting any information that contains threats, discredits, insults, defames the honor and dignity or business reputation or violates the privacy of other Users or third parties. Also violates the rights of minors; is vulgar or obscene, contains pornographic images and texts or scenes of a sexual nature involving minors; contains scenes of inhuman treatment of animals; contains a description of the means and methods of suicide, any incitement to commit it. If it propagandizes and / or promotes incitement to racial, religious, ethnic hatred or enmity, propagates fascism or ideology of racial superiority; contains extremist materials; promotes criminal activity or contains advice, instructions or guidelines on the commission of criminal acts. When it contains information of limited access, including, but not limited to, state and commercial secrets, information about the private life of third parties; contains advertisements or describes the attractiveness of

drug use, including "digital drugs" (sound files that affect the human brain through binaural beats). If it contains information about the distribution of drugs, recipes for their manufacture and tips for using; is fraudulent; and also violates other rights and interests of citizens and legal entities or the requirements of the law.

**3.5** Violations of the rights of minors and / or harm to them in any form;

**3.6.** Infringement of the rights of minorities;

**3.7.** Impersonation of another person or representative of an organization and / or community without sufficient rights, including employees <https://bnbfreelance.com>, moderators of blogs or projects; for owners of Internet resources, as well as misrepresentation regarding the properties and characteristics of any subjects or objects;

**3.8.** Downloads, publications, transfers or any other way of posting content that the User has no right to make available by law or in accordance with any contractual relationship;

**3.9.** Downloads, publications, transfers or any other way of posting content that affects the ownership rights and / or copyright and related rights of a third party;

**3.10.** Downloads, publications, transfers or any other way of posting materials containing viruses or other computer codes, files or programs designed to interrupt, destroy or limit the functionality of any computer or telecommunications equipment or programs. To allow unauthorized access, as well as serial numbers to commercial software products and programs for their generation, logins, passwords and other means for gaining unauthorized access to paid resources the Internet, as well as linking to the above information;

**3.11.** Publications of advertising in any form (in comments, tasks, reviews or in messages);

**3.12.** Illegal collection and processing of personal data of third parties.

**3.13.** Goals related to violation of applicable law.

**3.14.** The user is prohibited from creating, distributing or using any third-party software directly or indirectly related to the operation of the Site and its Services and / or affecting the Site and its Services.

**3.15.** The user has the right to change the password by himself without notifying the Site Administration about it.

## **4. SITE SERVICES**

**4.1.** The User must undergo the mandatory registration procedure on the Site to use the full list of Site Services,

**4.2.** Upon completion of the registration process, the User becomes the owner of the User's Registration Data and is responsible for the security of the Registration Data, as well as for all actions performed on the Site under his Registration Data. The User must immediately notify the Site Administration of any case of unauthorized access to the Site using its Registration Data, that is, carried out by a third party without the consent and knowledge of the User, and / or any violation of the security of the User's Registration Data. The user guarantees that upon completion of each session of working with the Site, it will independently complete the work under its Registration data by pressing the button

"Exit". The Site Administration is not responsible for any loss or damage to data that may occur due to a violation by the User of the provisions of this paragraph of the Agreement.

**4.3.** To start working with the Site, the User must enter their Registration data on the authorization page.

**4.4.** The Customer and the Contractor are required to confirm the fact of completing the Task using the services of the Site.

**4.5.** In the absence of the fact of payment of the Assignment through the Site Services and claims by the Customer and / or the Contractor regarding the outcome of the assignment and the amount of its payment, the Customer or the Contractor has the right to engage the Site Administration through the Services to resolve the dispute. The Customer and the Contractor are required to comply with the conditions of the Agreement on the use of the Site and to inform the Administration exclusively reliable information regarding all the conditions and circumstances of the assignment. The Administration considers all available information as part of the Users' correspondence on the Site, including files, links and other materials transmitted through the Site Services during the execution of this Task when resolving the dispute. If the Administration is involved in resolving a dispute on a Task, users recognize the full and unconditional right of the Administration to carry out any necessary actions based on the analysis of the available information regarding this Task. This decision of the Administration is final and is not subject to change and discussion. The administration is not obliged to explain and disclose to the Users the reasons for making the above decision.

**4.6.** The Site Administration has the right, at its discretion, to unilaterally change the cost of the Services. The User is notified of a change in the cost of the Services by posting relevant information on the Site on the page where information about the cost of this Service is presented, as well as by making changes to the List of paid services. When the cost of the Services

changes, the provision of services already paid by the User occurs in accordance with those tariffs that were in force at the time of payment for the relevant Services.

**4.7.** The site administration does not provide invoices, acts and other accounting documents.

**4.8.** There is a Messaging service provided in the form of a chat for Customers and Contractors, as part of the assignment for which they are collaborating. The chat is not personal. Using the chat of the Site, the User understands and accepts the right of the Administration at any time to view the messages sent in the chat. The administration reserves the right to provide, in cases provided for by law, access to user messages to third parties.

## **5. FINANCIAL OPERATIONS ON THE SITE**

**5.1.** Settlements between Users are done by using the software and hardware of the Payment Service, which the Site engages as an intermediary in order to provide the necessary conditions for transferring funds from the Customer's account to the Contractor's account. For calculations, the User:

- Guided by the instructions indicated on the screen forms of the Payment Service, independently fills out the forms intended for the transfer of funds.
- Confirms the selected translation options.

**5.2.** Settlements between users are fulfilled in the form of post - payment. To ensure compliance with the conditions specified in the Task, the cost of the Task assigned by the Customer is reserved on the Customer's account using the software and hardware of the Payment Service. Transferring funds to the account of the Contractor is possible only subject to the conditions specified in the description of the Task. The total amount of the transfer, which is the payment for the services provided by the Contractor on the Assignment, may differ from the cost set by the Customer for this Assignment.

**5.3.** The User may be charged a fee in the form of a commission on the amount of the transfer that the User pays at his own expense for the provision of settlement services by the Payment Service. In this case:

- Information about the size of the commission is placed on the screen forms of the Payment Service when making the transfer.

- The amount of the commission is indicated in the screen form of the Payment Service until the user confirms the transfer. At the same time, before confirming the transfer, the User has the right to refuse to complete the transfer if, for any reason, the amount of the commission charged does not suit him.

**5.4.** Money transfer operators involved as a Payment Service are determined by the Administration and may be changed by decision of the Administration.

**5.5.** Payment by the User of the Site Services under this Agreement is made by wire transfer of funds in the form of 100% prepayment or post payment, depending on the type of Service, using the software and hardware of the Payment Service.

**5.6.** The administration is not responsible for changing the status of the User's account as a result of unauthorized access of third parties to the User's Registration Data through the fault of the User.

## **6. PERSONAL DATA**

**6.1.** Information about the User posted in his Account contains (may contain) his personal data. At the same time, such personal data of the User is publicly available, and other Site Users can familiarize themselves with them.

**6.2.** Taking into account that the personal data with the consent of the User is publicly available, however, the Site Administration, in processing the personal data of the Users, agrees to accept all organizational and technical measures to protect them from unauthorized access in a manner not provided for by the Site.

**6.3.** It is possible that because of a malfunction of the Site, a virus or hacker attack, technical malfunctions and other circumstances, the User's personal data will become available to other people. The user understands this and agrees that he will not make a claim to the Site Administration in this regard.

**6.4.** The user indicating his personal data on the Site gives his Consent to the processing of personal data based on this Agreement (Appendix 2 to this Agreement) unconditionally agrees:



- with the provision of personal data posted by the User in the Account to an unlimited number of persons using the Site;
- with the dissemination of personal data using the Site;
- with the spread of personal data by the Site Administration;
- with other actions of the Site Administration in relation to such data in connection with the operation of the Site.

**6.5.** By posting his personal data on the Site, the User confirms that he does this voluntarily, and also that he voluntarily submits it to the Site Administration for processing. If the User does not agree with the above conditions, then he should not register on the Site or should use the Site solely as a Visitor.

**6.6.** The administration processes only those personal data of the User that were told to them through the Site. The User's personal data is processed using the hardware and software of the Site.

**6.7.** The purpose of processing the personal data of Users is to make a Database of Users of the Site to ensure the operation of the Site and the subsequent provision of the Site Services to Users to fulfill the terms of this Agreement.

**6.8.** The User's personal data is processed during the period of their placement on the Site Services. After entering through the Site, personal data is stored in a locked form until the end of the activities of the owner of the Site as a legal entity for their analysis for fraud by the User in relation to third parties. Moreover, if the User sends a request to delete his Personal Data, the Administration depersonalizes personal data in order to save information about the actions of the User's account.

**6.9.** According to Provision 5, Page 21 of 152-FL "On Personal Data", the processing of the User's personal data is done for the purpose of the Site's functioning and verification of the User's personal data for fraud against third parties and their processing by the Site alone cannot cause any negative consequences for the user. In this case, the Administration is not responsible for the use of the User's personal data by other persons.

**6.10.** The Site Administration undertakes not to post the personal data of other people on the Site. And also not to use the personal data of other Users or Visitors in any way that does not meet the requirements of legislation, for unlawful or unlawful purposes, in order to profit and any other purposes that do not meet the goals of creating the Site.

**6.11.** The Site Administration has the right to keep an archive copy and, without any damage to other provisions of the Agreement, without the consent of the User, transmit data about the User:

- to government, including inquiry and investigating authority, and local authorities at their motivated request;
- based on a judicial act;
- in other cases provided for by applicable law.

## **7. RESPONSIBILITY OF THE USER**

**7.1.** The user independently determines the composition of the measures taken and the means used to keep his Registration data secret and to ensure exclusively authorized access to them. The Site Administration is not responsible for losses of any nature caused to the User because of the disclosure to third parties of his Registration Data, which occurred through no fault of the Administration. All actions performed on the Site under the User Registration Data are considered to be committed by himself. The User is solely responsible for all actions performed by him on the Site, as well as for all actions performed on the Site by any other persons using his Registration Data.

**7.2.** The User is given a practical opportunity to independently change the password due to the Services of the Site.

**7.3.** The user is responsible for observing the rights (tangible and intangible) of third parties to information transferred (provided) to the Administration or to third parties when using the Site and Services. Users independently evaluate the legitimacy of their use of the Site and Services, including from the point of view of the legislation of the country of which they are residents.

**7.4.** If the failure is a consequence of circumstances such as floods, fires, earthquakes, other natural disasters, war or hostilities, and other force majeure situations that arose after the conclusion of the Agreement and independent of the will of the parties to the Agreement the User and the Site Administration are not responsible for the complete or partial failure to perform any of their duties.

**7.5.** In the event of force majeure for more than 3 (three) months, any party to the Agreement has the right to unilaterally refuse to fulfill its obligations under the Agreement (terminate the Agreement).

## **8. INTELLECTUAL PROPERTY**

**8.1.** Intellectual Property Site: Design and program code of a site, information, graphics, audio, video, photos and other content of the Site (as visible to the User and not as visible without performing special actions either legitimate or not), are the intellectual property of the Site or other copyright holders who have entered into an agreement with the Site, giving them the right to post these intellectual property on the Site or in its composition. In addition, are protected in accordance with applicable law. No objects of intellectual property, as well as the transfer of rights to them, are the subject of the Agreement.

**8.2.** The actions and / or inaction of the User that entailed a violation of the Site's rights or aimed at violating the Site's rights to intellectual property specified in provision 8.1.1 of the Agreement entails criminal, civil and administrative liability for the User in accordance with the law. In case of violation by the User of the provisions of 8.1.1. and

**8.1.2.** Agreements, the Site Administration has the right to take actions to remove the User Account from the Database without fulfilling the conditions of provision 11.7 of the Agreement, immediately.

**8.3.** Intellectual property of the User and third parties

**8.4.** The User is solely responsible in connection with the use of intellectual property rights contained in the materials posted by him and transferred to other Users on the Site. As well as in materials stored on the Site in the User's Account, or materials otherwise made available with help or through the Site due to actions and / or inaction of the User.

**8.5.** The user guarantees the settlement of all possible claims of copyright holders and / or authors and / or performers or other third parties to the Site related to the materials specified in provision 8.2. Agreements, on their own and at their own expense. In the case of pretensions, claims, demands by third parties on the Site regarding the illegal use of intellectual property objects on the Site by the User, the User undertakes to pay the Site for all losses that the latter incurred because of such violation or presentation of such claims. And the Site Administration has the right to terminate the Agreement unilaterally by deleting the User Account from the database.

**8.6.** Pay attention to the Site is publicly available for Users, and the Administration does not guarantee that the materials posted or provided by the Users on the Site are free from the requirements of third parties. If the User or the Visitor is the copyright holder (or its assignee) for intellectual property, posted on the Site, and its rights are violated in one way or another using the Site, the following scheme for the settlement of claims of third parties is applied:

a claim is sent to the Site Administration by e-mail at [support@bnbfreelance.com](mailto:support@bnbfreelance.com) - containing information about the intellectual property subject to which the applicant belongs and which is used illegally through

the Site. Also with documents confirming the applicant's authority, information about the copyright holder and a copy power of attorney for actions on behalf of the copyright holder, if the person submitting the claim is not the head of the company of the copyright holder or directly an individual - copyright holder. The claim also indicates the address of the Website page, which contains data that violates rights, and sets out a full description of the essence of the violation of rights (why the distribution of this information is prohibited by the copyright holder)

- The Site Administration is obliged to consider the properly filed claim within 5 (five) business days from the date of its receipt and notify the applicant of the results of its consideration. In particular, the Administration has the right to request additional documents, certificates, and any data confirming the legality of the claim. If the claim is recognized legitimate, the Administration will take all possible measures necessary to stop the violation of the rights of the applicant. - At the same time, the User and / or Visitor, making a claim to the Site, declares and warrants that in the event of claims to the Site by third parties (other Users and / or Visitors) related to the violation of their rights (including consumer rights) in relation to deleted / blocked information and / or data. The applicant takes all necessary measures to resolve claims, as well as possible disputes, including litigation, as well as, in case of loss to the Site, will compensate them in full.

**8.7.** The User, posting on the Site intellectual property objects, the author or copyright holder of which he is (after - Objects), unconditionally agrees to the provisions of this paragraph and authorizes the Site to use these intellectual property objects for advertising / informational and other non-commercial purposes for free, including the following ways:

The user provides the Site with a non-exclusive right to distribute Objects and to reproduce Objects. Also provides personal display of the Objects, the right to bring the Objects to the public, so that any person can access the Objects from anywhere and at any time of their choice, including through the Internet, including on the Contractor's Website, on the Website's pages on social networks, including, but not limited:

in selections of the Contractors' works, as part of other generalizing posts, ratings, articles and reviews, and in other ways that meet the goals specified in this provision of this Agreement. The granting of these rights is free of charge, which means that the User is not entitled to require the Site to pay reward for the use of the Objects by the methods and / or for the specified purposes specified in this clause of the Agreement.

## **9. PROCEDURE FOR RESOLUTION OF DISPUTES AND SETTLEMENT OF CLAIMS**

**9.1.** In case of disputes between the User and the Site on issues related to the fulfillment of the Agreement, the parties will take all measures to resolve them through negotiations between themselves. Claim procedure for dispute resolution is mandatory. Claims by users of the Services provided are accepted and considered by the Administration only in written form and in the order. Also provided by this Agreement and applicable law.

**9.2.** All claims for the services and operations provided on the Site are considered by the Administration within 14 calendar days from the date of their committing. The absence of such claims during the above period means the unconditional acceptance by the User of the services and operations provided.

**9.3.** To resolve disputes arising between the User and the Site as a result of using the Services, the following claim procedure is applied:

- user who feels that his rights have been violated by the actions of Administration directs the latest by e-mail to the address [support@bnbfreelance.com](mailto:support@bnbfreelance.com) claim, containing the essence of the requirements, the rationale for its presentation, as well as all data of the User;
- within 5 (five) business days from the date of receipt of the claim, the Administration is obliged to state its position on the principal issues indicated in it and send its response to the email address specified in the claim by the User;
- The administration does not consider anonymous claims or claims that do not allow the User to be identified on the basis of the data provided to them during registration, or claims that do not contain the data specified in this provision of this Agreement.

**9.4.** To resolve technical issues in determining the fault of the User as a result of his illegal actions when using the Internet and the Site in particular, the Administration has the right to independently attract competent organizations as experts. If the User is found guilty, the latter is obliged to pay the costs of the examination.

## **10. START AND ACTION OF THE AGREEMENT**

**10.1.** The Agreement should start upon acceptance of this offer by the User. The unconditional acceptance of the terms of this Offer of the Agreement is considered to be the registration by the User on the Site by filling out the registration form and expressing consent to the terms of the Agreement by clicking the "Register" button located on the Website page with the registration form.

**10.2.** The agreement is concluded for an indefinite period and can be terminated at the initiative of either party at any time. To do this, the Administration sends a free-form notification of termination of the Agreement to the User at his email address specified during registration. From the moment of sending such a notice, the Agreement is considered terminated. The User can terminate the Agreement by deleting his Account from the Site through the Site Services or by sending a request to delete the Account to the Administration, and further processing of personal data is carried out in accordance with paragraphs 6.8. - 6.11. of this agreement.

**10.3.** In case of unilateral termination of this Agreement by any of the Parties. The User will be refunded the funds located in the "Available" section of his Balance on the Site within 5 (five) banking days from the date of receipt from the User of a request for a refund in written form.

The request for a refund must be in any form and must contain at least the following data:

- User wallet number in one of the payment systems to which funds are withdrawn by Users from the Site in accordance with provision 5.4 of this Agreement.

**10.4** This Agreement extends to Users who have registered before the date of publication of this Agreement on the Site.

**10.5 The** User undertakes to independently familiarize himself with the terms of the Agreement. If the User does not agree with the terms of this Agreement, then he must immediately delete his Account from the Site, otherwise the continued use of the Site by the User means that the User agrees to the terms of the Agreement.

**10.6.** When determining the time, the determination of the time for the Party or third parties to act (inaction) is calculated according to Moscow time.

## **11. SPECIAL CONDITIONS**

**11.1.** From the date of start of this Agreement, any agreements on the subject of this Agreement or similar to it (including chat on its subject prior to the conclusion of this Agreement) between the Parties shall be terminated.

**11.2.** The administration does not guarantee that the Website software does not contain errors and / or computer viruses or extraneous code fragments. The user is given the opportunity to use the software of the Site "as it is", without any guarantees from the Site.

**11.3.** The Site Administration makes every possible effort to ensure the normal functioning of the Site, however, it is not responsible for non-fulfillment or improper performance of obligations under the Agreement, as well as possible losses incurred including, but not limited to, as a result of:

**11.4.** Illegal actions of Users and / or Visitors aimed at violating information security or the normal functioning of the Site;

**11.5.** Failures of the Site caused by errors in the code, computer viruses and other extraneous fragments of code in the software of the Site;

**11.6.** Absence (impossibility of establishing, terminating, etc.) of Internet connections between the User's server and the Site server;

**11.7.** Conducting by state and municipal authorities, as well as other organizations of activities within the framework of the System of operational-search measures;

**11.8.** Establishment of state regulation ( or regulation by other organizations) of the economic activities of commercial organizations on the Internet and / or the establishment by these entities of one-time restrictions that impede or make impossible the fulfillment of the Agreement;

**11.9.** Other cases related to the actions (inaction) of Users and / or other entities aimed at worsening the general situation using the Internet and / or computer equipment that existed at the time of the conclusion of the Agreement, as well as any other actions directed to the Site and to third parties;

**11.10.** Performance of work specified in provision 11.4 and 11.5 of the Agreement.

**11.11.** The administration has the right to carry out preventive work in the hardware and software complex of the Site with a temporary suspension of the Site at night, and as much as possible reducing the time of inoperability of the Site, notifying the User about this, if it is technically possible.

**11.12.** In case of force majeure, as well as accidents or failures in the hardware and software systems of third parties cooperating with the Site, or actions (inaction) of third parties aimed at suspending or terminating the operation of the Site, the operation of the Site may be suspended without prior notice to the User.

**11.13.** The Site Administration is not responsible for the actions of users on the Site, for labor relations arising between users on the Site, as well as for tax obligations of users that may arise because of their actions on the Site.

**11.14.** The Site Administration is not connected with labor relations with Users performing tasks on the Site, and is not responsible for the results of their activities.

**11.15.** The Site Administration is not bound by contractual relations with Users who post tasks on the Site, does not guarantee their implementation and is not responsible for the results of their implementation.

**11.16.** The Site Administration is not liable for losses incurred by the User as a result of other user reporting inaccurate information, as well as caused by the actions (inaction) of another User. The administration does not guarantee that the information contained in the User Accounts is true and complete.

**11.17.** In case the User violates the terms of the Agreement, as well as the conditions of the documents specified in provision 2.2 of the Agreement, the Administration may take the following actions with respect to the User in an arbitrary manner, depending on the situation:

- send a warning to the User containing a list of violations;
- send the User a second warning containing a list of violations;
- unilaterally block the User's access to his Account and cancel all current User Jobs, determining the amount of payment for them at their discretion. At the same time, the User is returned the amount of money in the "Available" section of his Balance on the Site at the time of termination of the Agreement at the written request of the User, in accordance with provision 10.3 of the Agreement. If such violations have caused damage to third parties, the responsibility for them lies entirely with the User.

## **12. CONSENT TO PROCESSING PERSONAL DATA**

By registering on the Site, the User gives this Consent to the processing of personal data (after - the Consent), which is an application to the User



Agreement. Acceptance of the offer of the User Agreement is the confirmation of the fact of the User's consent with all the clauses of the Agreement and its Applications, which include this Agreement. The user gives his consent to the processing of his personal data (after - PD) with the following conditions:

**12.1.** The processing of personal data is carried out on the basis and in accordance with the law.

**12.2.** The site processes any PD provided by the user through the Site Services.

**12.3.** The purpose of processing Users' PD is to compile a Database of Site Users to ensure the operation of the Site and the subsequent provision of Site Services to Users to fulfill the terms of this Agreement.

**12.4.** PD processing is carried out both without the use of automation tools, and with their use.

**12.5.** During processing with personal data, the following actions (operations) can be performed: collection, recording, systematization, accumulation, storage, clarification (updating, changing), extraction, use, depersonalization, blocking, deletion, destruction.

**12.6.** Personal data is processed prior to the liquidation of the Site.

**12.7.** This Consent is valid all the time until the termination of the processing of personal data in accordance with clause 6 and clause 7 of this Consent.

### **13. PRIVACY POLICY**

The privacy policy of personal data (after - Policy) applies to all information that the Site Administration can receive about the User while using the Site, as well as during the fulfillment by the Site Administration of any agreements and contracts with the User. All provisions of this Policy applicable to the Site are equally valid in relation to the Mobile App.

**13.1.** Basic concepts

**13.2. Site** - a site located on the Internet at <https://bnbfreelance.com>  
.

**13.3. User** - a person who has registered on the site in the prescribed manner or has indicated his personal information through the Feedback

Form on the site for the subsequent purpose of transmitting data to the Site Administration .

**13.4. Feedback** form - the form where the User posts his personal information in order to transfer data to the Site Administration.

**13.5.** General Provisions

**13.6.** This Privacy Policy is the official model document of the Site Administration and establishes the obligations of the Site Administration to not disclose and ensure for protecting the confidentiality of personal data that the User provides when using the Site.

**13.7.** The purpose of this Privacy Policy is to ensure the proper protection of information about the User, including his personal data from unauthorized access and disclosure.

**13.8.** Relations related to collecting, keeping, spreading and protecting user information are governed by this Privacy Policy and applicable law.

**13.9.** The current version of the Privacy Policy is a public document developed by the Site Administration and is available to any Internet user by clicking on the "Privacy Policy" hypertext link located on <https://bnbfreelance.com/doc/confidentiality.pdf>

**13.10.** This Policy is strictly implemented by all employees of the Site.

**13.11.** Use of the Site, as well as its individual functions, means the User's unconditional consent to this Policy and the conditions for processing his personal data specified there; in case of disagreement with these conditions, the User should refrain from using the Site.

**13.12.** This Policy applies only to information processed during the use of the Site. The Site Administration does not control and is not responsible for the processing of information by third party sites to which the User can click on the links available within the Site.

**13.13.** The Site Administration does not verify the accuracy of personal data provided by the User, and does not have the ability to evaluate its legal capacity. However, the Site Administration proceeds from the fact that the user provides reliable and sufficient personal data and maintains them up to date.

**13.14.** Conditions and goals of collecting and processing personal data of the User

**13.15.** The Site Administration collects and stores only the personal data that is necessary to provide the full or partial functionality of the Site or the execution of agreements and contracts with the User, unless the law

provides for the mandatory storage of personal data for a period specified by law.

**13.16.** The Site Administration may collect and process, with the consent of the User, such data as: name, surname, profile photo, date of birth, city and country, e- mail, phone, e-wallets, ip- address, cookies.

**13.17.** The Site Administration processes the User's personal data in order to provide access to the site's functionality and fulfill the conditions of the User Agreement.

**13.18.** The processing of personal data is based on the principles of:

**13.19.** The legitimacy of the purposes and methods of processing personal data and good faith;

**13.20.** Compliance of the purposes of processing personal data with the goals previously determined and declared during the collection of personal data;

**13.21.** Compliance of the volume and nature of the processed personal data with the methods of processing personal data and the purposes of processing personal data;

**13.22.** Preventing the processing of Personal Data that is incompatible with the purposes of collecting Personal Data;

**13.23.** Inadmissibility of combining created databases containing Personal data, the processing of which is carried out for purposes incompatible with each other.

## **14. TERMS OF PROCESSING PERSONAL DATA OF THE USER**

**14.1.** The processing of the User's personal data is carried out without any time limit, by any legal means, including in personal data information systems using automation tools or without using such tools.

**14.2.** With regard to the User's personal data, their confidentiality is preserved. Except in cases of voluntary provision by the User of information about himself for general access to an unlimited circle of people. When using certain functions of the Site, the User agrees that a certain part of his personal information becomes publicly available.

**14.3.** When processing personal data of Users, the Site Administration is guided by:

**14.4.** The User's personal data is not transferred to any third parties, with the exception of cases expressly provided for by this Privacy Policy specified in provision 4.2.

## **15. THE RIGHTS OF A SUBJECT OF PERSONAL DATA. CHANGING AND DELETING PERSONAL DATA.**

**15.1.** The user has the right at any time to change (update , supplement) the personal data provided to them or part of them, using the personal data editing function in the personal section of the Site, or by sending a corresponding request by e-mail indicated on the Contacts page of the Site: <https://bnbfreelance.com/ru/user/support> .

**15.2.** The request for change (updating, addition, deletion) of personal data sent by the User should contain the following information:

- the email address that was used by the User when registering on the Site;
- date of user registration on the site;
- request text in free form

**15.3.** The Site Administration is obliged to consider and send a response to the User's request within 14 calendar days from the receipt of the request.

**15.4.** All correspondence received by the Site Administration from the User relates to restricted information and is not subject to disclosure without the written consent of the User. Personal data and other information about the User who sent the request cannot be used without the express consent of the User other than to respond to the topic of the received request or in cases expressly provided for by law.

## **16. PROCESSING PERSONAL DATA BY USING COOKIES**

**16.1.** Files cookie, transmitted Administration of the Site technical user of a device may be used to provide custom functions User Site, statistical and research purposes as well as to improve Site.

**16.2.** The site uses cookies to improve the quality of service. Cookies are used to obtain information about how the User comes to the Site, which pages he visits, as well as about other actions that the User performs on the

Site. The specified data is necessary to improve the convenience of user navigation on the Site.

**16.3.** User data obtained through the use of cookies is anonymous.

## **17. MEASURES USED TO PROTECT PERSONAL DATA OF THE USER**

**17.1.** The site administration takes the necessary and sufficient organizational and technical measures to protect the User's personal data from unauthorized or accidental access, destruction, modification, blocking, copying, distribution, as well as from other illegal actions of third parties with it.

## **18. PARTICIPATION IN THE PARTNERSHIP PROGRAM Terms and definitions:**

**Participant** - a person who has reached the age of 18, who has agreed to the terms of this Agreement and has acceded to it, in confirmation of which he has passed registration on the Site.

**Community** - a group of Participants united by common interests, views, goals and principles on the resource <https://bnbfreelance.com> , as well as the totality of relations and mutual obligations between them described in this Agreement.

**Invitation (activation of an affiliate program)** is the process of informing a person or group of persons about opportunities for participation in the Community, performed by an active member of the community, as a result of which registration of a new member (s) is carried out.

A required condition for determining the participant making the invitation as an information sponsor for the newly registered participant is the use of a personal link for the invitation, the rules of work and a list of which are in the personal account of the participant.

A new member who has joined the community at the invitation of an existing member is considered to be his personally invited partner and is part of his subordinate affiliate structure (located at the first level of his affiliate structure)

**Information Sponsor ( Inviter )** - a participant whose personal recommendation (invitation) is registration of a new participant. This participant is considered an information sponsor (invitation) for the newly registered participant and is part of his higher partner structure (located 1 level above the new participant).

In turn, the invitation of the information sponsor of the participant is for this participant the information sponsor of the second level, etc.

**Affiliate structure** - a group of community members consisting in team relationships formed in the process of joining new members to the community at the invitation of existing members (transfer of the charity relay race)

Affiliate structure in relation to each individual participant can be higher and lower.

**The superior structure of a participant** is a sequence of participants who are invitations to each other in different generations. At the same time, the direct invitation of this participant is considered to be its information sponsor and is the first level of the higher partner structure of this participant.

**The downstream structure of a participant** is a group of participants formed as a result of new members joining the community at the personal invitation of that participant. As well as at the invitation of his personally invited participants (located at the first level of his partner structure), etc. at the invitation of any other participants for whom he is a superior informational sponsor of any level.

**A place in an affiliate structure** is a member's account (a software tool for electronic identification of a participant) that allows him to receive financial assistance from other participants according to community rules, in the amounts and on the terms described in provision **18.5.** present agreement. A new member account is automatically generated after registration.

**Member's personal account** - an internal electronic code that is generated and assigned to the registered participant. After assigning a personal code, the participant actually gets access to the services provided by the Contractor.

A personal account is a software tool used by the community to take into account the mutual rights and obligations of participants and the Contractor.

**Personal account** - a web interface accessed by login and password, which allows you to manage a member's personal account, receive statistical information and other information about the Contractor's services.

### **18.1. Affiliate Program Activation**

After successful registration, the participant is invited to activate their participation in the affiliate program, having paid the cost of 0.15 BNB, 0.015 BNB from this amount is calculated by the system for servicing the Personal Account.

The participant has the right to make this payment at any time convenient for himself, or not to make payment at all. However, his account will not be deleted after any time.

After the participant pays for the account maintenance, the Contractor activates the partner's affiliate program.

The participant is given access to all sections of the Personal Account, and a personal link is formed for him to invite new participants.

The amount of 0.15 BNB paid by the participant to activate the affiliate program is not refundable.

### **18.2. Providing and receiving financial assistance**

After successful activation of the affiliate program, the participant automatically makes a charity donation and provides financial assistance free of charge in the amounts and on the conditions specified in provision

**18.4. of** present agreement.

### **18.3. Amounts**

Amounts transferred by the participant for the grant of financial assistance and charitable donations are not refundable.

## **18.4. Financial Aid Rules**

All financial assistance in the community is provided exclusively by submitting an order to complete transactions through a special interface of the member's personal account.

**18.5 Financial assistance is** provided by the amount of 0.15 BNB. This amount includes the following transfers:

0.015 BNB - calculated by the system for servicing the Personal Account <http://BNBFREELANCE.COM> 0.0075, 0.015 BNB – is sent to the participant who is the direct information sponsor of this participant. 0.0075, 0.015 BNB each - sent to information sponsors of the second, third, fourth, fifth, sixth, seventh, eighth, ninth, tenth levels of a higher partner structure of this participant.

If the participant who the transfer is sent to has his partner program not activated, then this amount is sent to the advertising account <https://bnbfreelance.com>, from which the advertisement <https://bnbfreelance.com> is paid and is taken into account as a charity donation on behalf of the source sender.

## **19. RIGHTS AND OBLIGATIONS**

### **19.1. Rights and Obligations**

#### **19.2.** <https://bnbfreelance.com>

- guarantees that any transfer will be delivered in full to the specified account in the appropriate payment system, in accordance with this agreement.
- Independently pay taxes on income arising from participation in the community in accordance with the current tax laws of the country that he is a citizen of.

#### **19.3. The participant is strictly prohibited:**

- Use SPAM to attract new members to the community.
- Motivate new members financially (pay cash rewards to new members for registration in the community).
- Create affiliate chains of 2 or more consecutive registrations.



#### **19.4. The participant has the right:**

- To inform other people in order to attract them to participate in the Community.
- Create your own sites and post community information on them in order to attract new members to the community, and use any (without limit) resources on the Internet for these purposes.
- Send the Contractor your wishes and feedback in order to improve the service.
- Refuse further participation in the community any time.

#### **19.5. System actions for blocked accounts**

In case any Member's Personal Account is blocked due to a violation of the terms of this agreement, the following rules shall apply to such a participant:

- During the blocking of the Personal Account, the participant is not allowed to enter the Personal Account.
- Invitation links of the participant are inactive.
- All money transfers sent to the participant whose Personal Account is blocked are recorded as "Lost Profit" and are credited to the advertising account <https://bnbfreelance.com> as donations on behalf of the original sender.

### **20. USE OF PERSONAL DATA OF PARTICIPANTS**

**20.1.** The participant agrees that the personal data, which is indicated by him (login, e-mail and other data), would be available for viewing to other community members. As well as the fact that <https://bnbfreelance.com> has the right to openly demonstrate any transfers made by the participants, as well as the total income of participants and the amount of funds raised by them for charitable purposes.

**20.2.** <https://bnbfreelance.com> has the right to inform participants of the specified contacts (e-mail mailing).

### **21. RESPONSIBILITY**

<https://bnbfreelance.com> is solely responsible for the proper functioning of the sections of the Personal Account. Also for the accurate fulfillment of instructions of participants to transfer funds to the accounts of other participants in accordance with the terms of this agreement, as well as for

the quality of additional services provided in accordance with the rules for the provision of the corresponding service.

<https://bnbfreelance.com> is not responsible for any violations or restrictions on the operation of payment systems used to send funds to the personal accounts of participants.

## **22. RESPONSIBILITY OF PARTICIPANTS FOR FRAUDULAR ACTIONS**

If fraudulent actions on the part of the participant are detected (attempts to conduct fraudulent transactions on payment systems, fraudulently receiving money transfers from users, attempts to crack members' Personal Accounts and / or password theft), the Contractor has the right to block access to the violator's Personal Account and stop serving him Personal account.

## **23. AMENDMENTS TO THIS POLICY**

This privacy policy was last updated on May 1, 2021. The company may update this privacy policy from time to time, the new version of the Privacy Policy comes into force from the moment it is posted on the Internet at the address indicated in this paragraph, unless otherwise provided by the new version of the Policy confidentiality. The current version of the Privacy Policy is always on the page at

<https://bnbfreelance.com/doc/confidentiality.pdf>

**23.1.** In case the Company has made any changes to the Privacy Policy with which the User does not agree, he is obliged to stop using the services of the Site. The fact of continuation of using the site is a confirmation of consent and acceptance by the User of the corresponding edition of the Privacy Policy.