

FreelanceWorld.eu BV

GENERAL DELIVERY CONDITIONS

Filed with the Dutch Chamber of Commerce · KVK 95652183

Version 1.0 · 17 March 2026

Applicability

These General Delivery Conditions ("Conditions") apply to all offers, quotations, order confirmations, and agreements of FreelanceWorld.eu BV (KVK 95652183), having its place of business at Kraailandhof 63, 3828 JP Hoogland, the Netherlands. These Conditions are filed with the Dutch Chamber of Commerce and are incorporated by reference into the Platform Terms of Service. By agreeing to the Platform Terms of Service — including by checking the acceptance checkbox during the digital signing process — the Other Party expressly acknowledges receipt of, and agrees to be bound by, these Conditions.

1. DEFINITIONS

The following definitions apply to these Conditions:

- a. "FreelanceWorld.eu BV" or "the Company": FreelanceWorld.eu BV, KVK 95652183, Kraailandhof 63, 3828 JP Hoogland, the Netherlands.
- b. "Services": the services to be provided by FreelanceWorld.eu BV to the Other Party on the basis of the Agreement, including access to the Platform, facilitation of engagements with Freelancers, invoicing, and associated support.
- c. "Agreement": the agreement between FreelanceWorld.eu BV and the Other Party regarding the provision of Services. The Agreement may consist of, among other things, the Platform Terms of Service, a Service Order, an onboarding document, or any other document relating to an engagement signed or accepted by the parties.
- d. "Conditions": these General Delivery Conditions.
- e. "Other Party": the party entering into the Agreement with FreelanceWorld.eu BV, being a Client or a Freelancer registered on the Platform.
- f. "Platform": the FreelanceWorld.eu marketplace platform and all sub-marketplaces operated by FreelanceWorld.eu BV.
- g. "Freelancer": an independent professional registered on the Platform as a service provider.
- h. "Client": a legal entity or natural person acting in a professional capacity that engages Freelancers through the Platform.
- i. "Service Order": a confirmed engagement between a Client and a Freelancer, formalised through the Platform.

2. APPLICABILITY OF THE CONDITIONS

2.1. These Conditions apply to all offers and quotations of FreelanceWorld.eu BV, all order confirmations, and all Agreements between FreelanceWorld.eu BV and the Other Party.

2.2. FreelanceWorld.eu BV has the right to amend these Conditions unilaterally by written notice. The Other Party shall be informed in writing without delay of any amendments. For the purposes of these Conditions, "in writing" includes email sent from an official FreelanceWorld.eu BV email domain.

2.3. Provisions deviating from these Conditions are only binding if accepted by FreelanceWorld.eu BV in writing.

2.4. FreelanceWorld.eu BV expressly rejects the applicability of any other general terms and conditions used by the Other Party.

2.5. If any provision of these Conditions is found to be invalid or unenforceable, the remaining provisions shall continue in full force and effect. The parties shall enter into consultations to replace the invalid provision with a provision that approximates its object and intent as closely as possible.

2.6. In the event of conflict between the Dutch and the English language version of these Conditions, the Dutch language version shall prevail.

3. OFFER AND ACCEPTANCE

3.1. Only offers and quotations issued by FreelanceWorld.eu BV in writing are binding. FreelanceWorld.eu BV shall not be bound by communications that appear to originate from it but are the result of fraud, phishing, or any other form of unauthorised use of its name or email addresses.

3.2. Unless a time limit for acceptance is expressly stated, all offers and quotations are non-binding ("vrijblijvend") within the meaning of Article 6:219 of the Dutch Civil Code and may be withdrawn or amended at any time.

3.3. Unless otherwise stated, offers and quotations lapse automatically if not accepted in writing within thirty (30) days of the quotation date.

3.4. An Agreement is formed upon written confirmation by FreelanceWorld.eu BV of an order from the Other Party, or upon FreelanceWorld.eu BV actually commencing performance of the relevant Services. For digital agreements concluded through the Platform, the Agreement is formed at the moment the Other Party completes the digital acceptance process, including any required checkbox confirmation.

3.5. FreelanceWorld.eu BV is permitted to modify the manner in which it performs the Agreement, provided that the substance of the agreed Services is not materially altered.

4. PRICING

4.1. All stated prices and rates are exclusive of VAT and any other applicable government levies, unless explicitly agreed otherwise in writing.

4.2. The Total Service Rate payable by a Client is composed of the Hourly Rate as displayed on the Platform and an Administration Fee of six per cent (6%) of the Hourly Rate, exclusive of VAT.

4.3. The Hourly Rate is determined by the Market Master of the relevant sub-marketplace and is a factual representation on the Platform. It may be set on the basis of a calculation or by direct determination at the Market Master's discretion.

4.4. Discounts granted by FreelanceWorld.eu BV are for one-time use only and do not bind FreelanceWorld.eu BV with respect to subsequent Agreements.

4.5. FreelanceWorld.eu BV may implement price changes at any time. Such changes must be notified to the Other Party in writing at least one (1) month before they take effect and do not affect Agreements already in force. Price increases exceeding ten per cent (10%), or price increases within three (3) months of the start of an Agreement, entitle the Other Party to terminate the Agreement by registered letter within seven (7) days of receiving notification. Price increases arising from changes in tax legislation do not give rise to a right of termination.

5. PAYMENT

5.1. Payments must be made within fourteen (14) calendar days of the invoice date, unless a different payment term is agreed in the Agreement.

5.2. If the Other Party has not paid within the applicable payment term, it is automatically in default without further notice of default being required.

5.3. The Other Party is not entitled to suspend any payment obligation or to invoke set-off, unless agreed otherwise in writing.

5.4. Payments received shall first be applied to the oldest outstanding invoices in the following order: statutory interest, collection costs, principal amount.

5.5. Complaints regarding invoices must be submitted in writing to FreelanceWorld.eu BV within ten (10) working days of the invoice date. Failure to submit a timely complaint constitutes acceptance of the invoice.

5.6. In the event of late payment, FreelanceWorld.eu BV is entitled to: (a) suspend the Services without further notice; and (b) charge statutory commercial interest under Article 6:119a of the Dutch Civil Code at one per cent (1%) per month on the outstanding amount from the first day following the payment deadline. The Other Party shall also compensate FreelanceWorld.eu BV for all extrajudicial collection costs, with a minimum of EUR 750 exclusive of VAT.

6. OBLIGATIONS OF FREELANCEWORLD.EU BV

6.1. FreelanceWorld.eu BV shall provide the Services with due observance of the Agreement and shall implement the agreed arrangements to the best of its ability.

6.2. FreelanceWorld.eu BV confirms that:

- (a) there is no employment relationship between the Other Party and any Freelancer engaged through the Platform;
- (b) all employer obligations and related employment law risks remain with the party that is the formal employer or engager of the Freelancer (as applicable); and
- (c) the engagement model does not, in and of itself, create misclassification or employment-related risks for the Client.

6.3. FreelanceWorld.eu BV has confidentiality and non-circumvention arrangements with all Freelancers and associated talent providers in its network.

6.4. Delivery times stated by FreelanceWorld.eu BV are indicative only and shall not be regarded as firm deadlines. Failure to meet an indicative delivery time does not place FreelanceWorld.eu BV in default.

6.5. FreelanceWorld.eu BV may, insofar as reasonably necessary, outsource the performance of the Agreement wholly or in part to third parties.

7. OBLIGATIONS OF THE OTHER PARTY

7.1. The Other Party shall use the Platform and the Services in accordance with the Agreement, these Conditions, the Platform Terms of Service, the NCA Terms, and applicable laws and regulations.

7.2. The Other Party shall provide FreelanceWorld.eu BV with all information, access, and cooperation reasonably required to perform the Services. If the Other Party fails to do so, FreelanceWorld.eu BV may arrange for this at the Other Party's expense. FreelanceWorld.eu BV shall not be liable for any consequence of using information provided by the Other Party, and the Other Party shall indemnify FreelanceWorld.eu BV against any resulting claims.

7.3. If specific laws or regulations applicable to the Other Party's activities become relevant to the performance of the Agreement, the Other Party shall notify FreelanceWorld.eu BV in writing without delay.

7.4. If additional work is required to perform the Agreement due to circumstances attributable to the Other Party, the Other Party shall compensate FreelanceWorld.eu BV for the resulting costs. FreelanceWorld.eu BV shall inform the Other Party in advance of the need for additional work.

7.5. The Other Party shall verify the delivery of Services at the start and throughout the engagement and shall notify FreelanceWorld.eu BV in writing of any deficiencies within ten (10) working days of discovery. Failure to provide timely written notice shall be deemed acceptance of the Services without reservation.

7.6. The Other Party shall not use the Services in a manner that is contrary to applicable laws, the Agreement, these Conditions, or generally accepted standards of integrity. Without limitation, the Other Party shall not:

- (a) engage in or facilitate criminal activity, fraud, money laundering, or any other unlawful act;

- (b) infringe upon the intellectual property rights of any third party;
- (c) transmit unsolicited bulk communications or spam;
- (d) transmit files containing viruses or harmful code;
- (e) assume a false identity; or
- (f) make the Services available to third parties without the prior written consent of FreelanceWorld.eu BV.

7.7. Any breach of Article 7 entitles FreelanceWorld.eu BV to immediately suspend or terminate the Services and the Agreement, without prejudice to its right to claim damages.

8. INTELLECTUAL PROPERTY

8.1. All intellectual property rights in the Platform, its design, software, tools, and content (other than user-generated content) remain vested in FreelanceWorld.eu BV or its licensors. No rights are transferred to the Other Party by virtue of the Agreement.

8.2. Where a Freelancer provides hourly-based services to a Client and the Agreement expressly states that intellectual property rights in the work performed shall vest in the Client, such rights transfer to the Client upon full payment of all amounts due, provided there is no outstanding amount. This provision overrides Article 8.1 for the specific work so agreed.

8.3. The Other Party shall not remove or modify any intellectual property notices on materials provided through the Platform.

8.4. Rights granted to the Other Party under the Agreement are non-exclusive and non-transferable. They lapse immediately upon any use contrary to the Agreement, these Conditions, or applicable law.

9. LIABILITY

9.1. FreelanceWorld.eu BV shall not be liable for the quality, fitness for purpose, or outcome of any Freelancer's services, except in cases of willful misconduct or gross negligence ("opzet of bewuste roekeloosheid") on the part of FreelanceWorld.eu BV.

9.2. FreelanceWorld.eu BV is not liable for indirect or consequential damages, including but not limited to loss of profits, loss of data, business interruption, reputational damage, or loss of savings.

9.3. FreelanceWorld.eu BV may only be held liable after the Other Party has placed FreelanceWorld.eu BV in default by registered letter without delay, but no later than five (5) days after delivery or discovery of a deficiency, and has granted a reasonable period for rectification.

9.4. FreelanceWorld.eu BV's total liability per event (a series of related events constituting one event) is limited to direct damages, capped at the total amount invoiced to the Other Party for the Services of the specific Freelancer involved during the three (3) months immediately preceding the event giving rise to the liability.

9.5. The Other Party shall indemnify FreelanceWorld.eu BV against all third-party claims arising from or in connection with the Other Party's use of the Platform or the Services.

10. CONFIDENTIALITY

10.1. The Other Party shall treat as confidential all non-public information received from FreelanceWorld.eu BV or in connection with the Agreement, including but not limited to pricing, Freelancer identities and contact details, Service Order terms, and business information. The Other Party shall not disclose such information to third parties without the prior written consent of FreelanceWorld.eu BV.

10.2. The confidentiality obligation survives termination of the Agreement for a period of five (5) years, and indefinitely in respect of trade secrets.

10.3. Disclosure required by law, court order, or competent regulatory authority is permitted, provided the Other Party notifies FreelanceWorld.eu BV without delay and limits disclosure to what is strictly required.

10.4. All personal data processed in connection with the Agreement shall be handled in accordance with the FreelanceWorld.eu BV Privacy Policy and applicable data protection law.

11. NON-SOLICITATION

11.1. For a period of twelve (12) months following the termination of the Agreement — regardless of the manner or reason for termination — the Other Party shall not, without the prior written consent of FreelanceWorld.eu BV, directly or indirectly approach, solicit, or induce any Freelancer engaged through the Platform to terminate their relationship with FreelanceWorld.eu BV or to provide services outside the Platform.

11.2. This Article 11 applies in addition to, and does not limit, the obligations under the NCA Terms, which govern the Non-Circumvention Period from the moment of first Profile Visibility Event.

12. DURATION, TERMINATION, AND CANCELLATION

12.1. The Agreement is entered into for the period stated therein.

12.2. If the Agreement is entered into for an indefinite period, either party may terminate it in writing with one (1) month's notice. Agreements for a definite period may not be terminated prematurely, unless explicitly provided for in the Agreement or required by mandatory law.

12.3. Unless otherwise agreed, a definite-period Agreement shall be tacitly renewed for the same period under the same conditions, unless either party notifies the other in writing of its intention not to renew at least two (2) months before expiry.

12.4. FreelanceWorld.eu BV may terminate or suspend the Agreement with immediate effect, without notice of default, if the Other Party: (a) fails to comply with its obligations; (b) becomes insolvent or is declared bankrupt; (c) is subject to prejudgment or enforcement attachment not lifted within four (4) weeks; or (d) undergoes a change of control.

12.5. FreelanceWorld.eu BV shall not be liable to the Other Party for any compensation arising from the exercise of its termination or suspension rights under Article 12.4.

12.6. Following termination, the Other Party shall not represent itself as having a current collaborative relationship with FreelanceWorld.eu BV.

13. FORCE MAJEURE

13.1. If FreelanceWorld.eu BV is unable to perform the Agreement due to force majeure, both parties have the right to cancel the Agreement with immediate effect. Force majeure includes, without limitation: failure of third-party services, work stoppages, government measures, disruption of internet or communication infrastructure, and any other circumstance beyond FreelanceWorld.eu BV's reasonable control.

13.2. FreelanceWorld.eu BV may invoice, and the Other Party shall pay, for any part of the Services already performed before the force majeure event, as if it were a separate agreement.

13.3. If a force majeure situation persists for more than three (3) months, either party may cancel the Agreement by written notice with immediate effect.

14. MISCELLANEOUS

14.1. FreelanceWorld.eu BV may assign its rights and obligations under the Agreement to third parties without the prior consent of the Other Party and shall notify the Other Party in writing of any such assignment.

14.2. The Other Party may not assign or transfer any rights, obligations, or claims under the Agreement without the prior written consent of FreelanceWorld.eu BV.

14.3. These Conditions, together with the Platform Terms of Service and any applicable Service Order, constitute the entire agreement between the parties regarding the subject matter and supersede all prior communications and representations.

15. GOVERNING LAW AND DISPUTES

15.1. These Conditions, all offers and quotations of FreelanceWorld.eu BV, and all Agreements are exclusively governed by the laws of the Netherlands.

15.2. Any disputes arising from or relating to these Conditions or any Agreement shall be submitted first to FreelanceWorld.eu BV for informal resolution. The parties commit to good-faith negotiations for thirty (30) days.

15.3. If the dispute is not resolved within the thirty-day period, it shall be exclusively submitted to the competent court in Amsterdam, the Netherlands.

Filing and Acceptance

These General Delivery Conditions are filed with the Dutch Chamber of Commerce (Kamer van Koophandel) under KVK number 95652183. By agreeing to the Platform Terms of Service — including by checking the acceptance checkbox during the digital onboarding or signing process — the Other Party confirms that it has received, read, and agrees to be bound by these Conditions. FreelanceWorld.eu BV · Kraailandhof 63, 3828 JP Hoogland, the Netherlands · info@freelanceworld.eu

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