

TalentHub Latam

These Terms apply to Clients and Talents, but we have separated the relevant provisions for ease as follows:

Part A applies to all users

Part B applies only to Clients

Part C applies only to Talents

PART A: ALL USERS OF THE SITE

1. Introduction

- 1.1 The TalentHub platform (<https://www.talenthub.cloud/>) (the **Site**) is owned and operated by TalentHub Latam LLC of 848 Brickell AV Suite 600, Miami, FL. 33131 company address trading as *TalentHub* (**we, us**).
- 1.2 By registering on the Site, you agree to be bound by these terms of use (the **Terms**). The Terms affect your legal rights and obligations so please read them carefully. If you do not agree to be bound by the Terms, do not use the Site. If you have any questions, you can contact us by email at company email.
- 1.3 We reserve the right to update the Terms from time to time at our discretion. We may do so for technical or legal reasons, or because the needs of our business have changed. You agree that if you do not accept any amendment to our Terms then you shall immediately stop accessing and/or using the Site. If we reasonably believe that the change to the Terms is significant, we shall notify all registered users by email with details of the change and the effective date of the change. Otherwise, updated Terms will be effective as soon as they are accessible. You are responsible for regularly reviewing the Terms so that you are aware of any changes to them.
- 1.4 The Site is an online marketplace where Clients can engage Talents to provide Services. **We do not provide services directly, nor do we act as principal in any transaction, nor as agent for either party except to facilitate payments.** We are an **intermediary platform**, and we are not bound by any contract that may arise at any time between a Client and a Talent. We do not act as an employment agency and/or an employment business in respect of the Site. We do not employ any Talent.
- 1.5 Your privacy is important to us. You should read our Privacy Policy to understand how we collect, use, and share information about you and our Cookie Policy to understand what cookies we use on the Site and how you can control cookies.

2. Definitions & Interpretation

2.1 Words defined in Condition 1 shall have the same meaning when used throughout the Terms. In addition, the following words have the following meanings:

Admin Fee: the fees set out here charged to both the Client and the Talent to cover payment processing as set out here <https://whitelance.co/kb/stripe-fees/>;

Client: a business or other entity that registers on the Site in order to find a Talent to provide Services;

Commission: the sum we retain from the Service Fee;

Talent: an individual who registers on the Site seeking to provide Services;

Data Protection Legislation: any laws and regulations relating to the processing of Personal Data applicable to the Client, Talent, and us, including, but not limited to, relevant local and international data protection regulations.

IP Rights: any patent, trademark, registered design or any application for registration of the same, or the right to apply for registration of the same, any copyright or related rights, database right, design rights, rights in trade, business or domain names, rights in trade dress, rights in inventions, rights in confidential information or know-how or any similar or equivalent rights in any part of the world;

Job: a description of the Services required;

Review: any review, comment or other feedback provided to us;

Service: the service to be provided by a Talent;

Service Contract: the relationship between the Talent and the Client in respect of the provision of the Services;

Service Fee: the monthly fee due from the Client in consideration of the Services by the Talent together with all applicable sales tax;

Working Day: any day other than a Saturday, Sunday, or public holiday in United States of America.

you: any user of the Site, whether a Client or Talent.

2.2 Words in the singular include the plural and, in the plural, include the singular.

2.3 Headings shall not affect the interpretation of the Terms.

- 2.4 References to Conditions are references to the conditions of the Terms.
- 2.5 Unless a right or remedy of a party is expressed to be an exclusive right or remedy, the exercise of it by a party is without prejudice to that party's other rights and remedies.
- 2.6 Any phrase introduced by the words including or includes shall be construed as illustrative and shall not limit the generality of the related words.

3. Site Use and Availability

- 3.1 You may not have more than one account on the Site.
- 3.2 When you use the Site you must comply with all applicable laws, and you agree not to:
 - (a) try to gain unauthorized access to the Site or any networks, servers or computer systems connected to the Site;
 - (b) harvest or otherwise collect non-public information about another user obtained through the Site (including email addresses), without the prior written consent of the holder of the appropriate rights to such information;
 - (c) add another user to your email or physical mailing list without their consent after adequate disclosure, or use their email address or contact details for antisocial, disruptive, or destructive purposes;
 - (d) transmit spam, chain letters or other unsolicited emails;
 - (e) access the Site with the intention of using any information, content, or other know-how to set up a competitive platform; and/or
 - (f) reproduce, redistribute, sell, create derivative works from, decompile, reverse engineer, or disassemble all or part of the Site save to the extent expressly permitted by law not capable of lawful exclusion.
 - (g) communicate with any other Site users outside of the Site.
- 3.3 We try to maintain and make the Site available at all times. However, there may be occasions when access may be interrupted, including for scheduled maintenance or upgrades, for emergency repairs, or due to failure of telecommunications links and/or equipment. We shall try to schedule maintenance and upgrades outside of normal working hours. However, you agree that we have no liability to you for such interruptions.

3.4 We are not liable if you are unable to access the Site for any reason within your control, including your failure to use appropriate equipment or your insufficient bandwidth.

4. **Termination or Suspension**

4.1 We may suspend or terminate your account at any time and without liability to you for any or no reason, including if:

- (a) any information that you provide to us is not true or we cannot verify or authenticate any such information;
- (b) you are in breach of any of the Conditions of the Terms; and/or
- (c) we receive complaints or disputes are raised in relation to your activities on the Site or otherwise.

4.2 Following termination by us of your account you must cease to use the Site and you must not re-register on the Site under any other name.

4.3 You may contact us at any time at the email address set out above to terminate your account or you can do so within your dashboard on the Site.

5. **Reviews**

5.1 Talents and Clients may leave a Review for each other following completion of the Services.

5.2 You warrant and represent that your Reviews shall:

- (a) be fair, genuine and honest, and properly represent your experience;
- (b) not contain any content that is threatening, offensive, spiteful, obscene or defamatory or otherwise unlawful; and/or
- (c) not be construed as an advertisement for your or any third party's products, services, or business.

5.3 We do not routinely monitor any Review, but we may edit, remove, or not post any Review at our sole discretion.

5.4 You agree that you must not offer or receive any incentive to write a Review.

5.5 You grant us a license to edit and use your Review on the Site within marketing and publicity materials for our business and to improve the functioning of the Site and monitor the activities of Site visitors.

- 5.6 A Review is not an endorsement or recommendation by us of that User, and you rely on the content of a Review at your sole discretion.

6. Intellectual Property Rights

- 6.1 The copyright in all content on the Site is owned by or licensed to us. All rights are reserved. You can view, print, or download extracts of the Site for your own use in order to exercise your rights and carry out your obligations under these Terms and for no other purposes. You cannot otherwise copy, edit, vary, reproduce, publish, display, distribute, store, transmit, commercially exploit, disseminate in any form whatsoever or use the content of the Site without our permission.

7. Linking

- 7.1 You may link to our home page, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it, but you must not establish a link in such a way as to suggest any form of association, approval, or endorsement on our part. You must not establish a link from any website that is not owned by you. Our Site must not be framed on any other site, nor may you create a link to any part of our Site other than the home page. We reserve the right to withdraw linking permission without notice. The website from which you are linking must comply in all respects with the content standards set out in the Terms.
- 7.2 The Site may contain links to other sites and resources provided by third parties, these links are provided for your information only. We have no control over the contents of those sites or resources and accept no responsibility for them or for any loss or damage that may arise from your use of them.

8. Disclaimer – Your attention is particularly drawn to this Condition

- 8.1 You acknowledge and agree that the Site is **provided for information purposes** only and to facilitate payment. We do not act as an employment agency and/or an employment business. This means that we do not have the obligations of an employment agency and/or an employment business under the applicable laws.
- 8.2 We do not warrant or represent that:
- (a) we obtain confirmation of the identity of a Talent through the Site (although our payment providers, Stripe, may do so);
 - (b) we confirm the suitability of a Talent for a Job, or that they have the experience, training, qualifications or authorisation required or desirable to provide the Services;

- (c) we take any steps to ensure the Talent is aware of any requirement imposed by law or otherwise which must be satisfied to permit the Talent to provide the Services;
 - (d) any Talent will be interested in your Jobs or agree to provide Services to you;
 - (e) we propose any particular Talent to you or provide any additional information about a Talent; and/or
 - (f) take up any references in relation to a Talent.
- 8.3 We are not responsible in any way whatsoever for any act or omission of a Talent or for the Services performed by the Talent or any failure of the Talent to perform the Services.
- 8.4 We are not responsible in any way whatsoever for any act or omission of a Client including the obligation to pay any sums due.
- 8.5 Subject to Condition 8.8, we shall in no circumstances be liable to you in contract, tort (including negligence) or otherwise for any:
- (a) loss of profit, anticipated profits or business;
 - (b) loss of data and content;
 - (c) loss of opportunity;
 - (d) loss of revenue or wasted expenditure;
 - (e) loss of goodwill or reputation; and/or
 - (f) consequential, special, or incidental loss or damage (whether or not advised of the possibility of the same).
- The provisions of this Condition 8.5 are severable.
- 8.6 We shall only be liable to you for direct losses that arise as a result of our breach of the Terms or for negligence.
- 8.7 Subject to Condition 8.8, our maximum liability to you whether in contract, tort or otherwise shall in no circumstances exceed the Commission that we received for the Services that are the subject of the claim, or where the liability does not relate to any particular Services, our liability shall in no circumstances exceed \$100.
- 8.8 Nothing in the Terms shall be construed as excluding or limiting our liability for

death or personal injury caused by our negligence, for fraud or fraudulent misrepresentation or for any other liability that cannot be excluded US law.

9. General

- 9.1 We are committed to ensuring that there is no modern slavery or human trafficking in our supply chains, or in any part of our business.
- 9.2 No joint venture, partnership, employment, or agency relationship exists between you and us as a result of your use of the Site.
- 9.3 The Terms (as amended from time to time) constitute the entire agreement relating to your use of the Site.
- 9.4 If any provision of the Terms is held by a court of competent jurisdiction to be invalid or unenforceable, then such provision shall be construed, as nearly as possible, to reflect the intentions of the parties and all other provisions shall remain in full force and effect.
- 9.5 Our failure to exercise or enforce any right or provision of the Terms shall not constitute a waiver of such right or provision.
- 9.6 You may not assign, delegate, or otherwise transfer your account or your obligations under the Terms without our prior written consent. We may assign or otherwise transfer our rights and obligations in terms of the Terms to third parties.
- 9.7 Any notice to you via email, regular mail or notices or links on the Site shall constitute acceptable notice to you under the Terms.
- 9.8 The Terms shall be governed by and construed in accordance with US law and you agree to submit to the exclusive jurisdiction of US Courts.

PART B: TERMS FOR CLIENTS

10. Registration and use of the Site

- 10.1 If you wish to register as or on behalf of a Client on the Site, you must have the authority to bind the Client to the Terms, be at least 18 years old and legally capable of entering into a contract. The details that you provide on registration must be true, accurate and complete. You agree to update your account to reflect any changes to those details, or to notify us accordingly and we can make the changes. At our request, you shall provide evidence of your compliance with this Condition 10.1. You also agree to provide any further information we may require from you from time to time, including information relating to your identity. We

may not accept your registration until we have verified this information, and we shall notify you accordingly. We reserve the right to refuse your registration.

- 10.2 When you register on the Site you will create a password. You are responsible for keeping your password confidential. You are responsible for any activity under your account. Please take precautions to protect your password and contact us immediately by email to company email if you believe there has been any unauthorised use of your account. You may not transfer your account to anyone else. We may deny access to a password if we reasonably believe that it is being used by an unauthorised person or that the user is in breach of the Terms.
- 10.3 To pay for any Services, you will be prompted to add a credit card, debit card or bank account. This data will be saved by Stripe and is secured according to all necessary financial and data protection regulations.
- 10.4 Following registration, you agree that we shall be entitled to reproduce and use the Client's name and associated logos within marketing and publicity for our business.

11. Jobs

- 11.1 All of your Jobs should include sufficient information for the Talent to review and decide whether or not they are interested. We suggest including the following information in your Jobs:
 - (a) a clear description of the Services required. The Job should accurately describe the role and not mislead the Talent. Sufficient detail should be included in order for the Talent to understand the nature of the Services and the basic requirements of the Services;
 - (b) any assumptions or likely difficulties associated with the Services;
 - (c) the experience training, qualifications and authorization which the Client considers necessary, or which are required by law or any professional body for the Specialist to possess in order to carry out the Services;
 - (d) the date for the start of the Services and the duration if known; and
 - (e) the Service Fee due monthly to the Talent.
- 11.2 Your Jobs and communications with Talents must be written and posted in a fair, honest, and professional manner in the context of the potential relationship.
- 11.3 You must not post any content on the Site that:

- (a) is deliberately dishonest or false;
- (b) is obscene offensive, hateful, inflammatory, or unlawful, or promotes illegal activities, violence or hatred;
- (c) is discriminatory or appears to be discriminatory of any group of people including on the grounds of sex, race, age or disability;
- (d) includes any IP Rights that do not belong to you unless you have the written permission of the owner of such IP Rights to reproduce it on the Site;
- (e) includes any personal insults or attacks; and/or
- (f) encourages or otherwise deliberately or recklessly involves any breach of applicable laws, regulations, codes of practice and/or guidelines; and/or
- (g) includes any contact information.

11.4 Within your Jobs and/or otherwise in relation to the Services, please do not ask Talents for advice or recommendations on financial matters, stocks, other investments, any ratings, or securities, legal, medical, accounting or financial planning unless you have checked that the Talent has relevant authorization to provide such advice.

11.5 We may at our sole discretion:

- (a) require you to amend any content you have posted on the Site; and/or
- (b) remove any content you have posted on the Site at any time and without notice to you if we reasonably believe that such content breaches any part of the Terms.

11.6 We shall host the Job in accordance with the Terms on the Site until you remove it, or until we reasonably believe the Job is no longer active.

12. Your relationship with Talents

12.1 Within your account you will be able to see the Talents' profiles, message them, and invite them to Apply for a Job. If a Talent Applies to a Job and sends you a Cover Letter, you can then discuss the Services and the Job on the Site's messaging function. You agree that, unless you reach such an agreement for the provision of the Services with a Talent, you shall keep the details of the Talent's profile confidential and not use it for any purpose whatsoever and shall not contact them outside of the Site to circumvent the Site.

12.2 You shall treat all Personal Data and other information relating to a Talent as confidential and you shall comply with the Data Protection Legislation in respect of the Talent's Personal Data. In particular, you shall:

- (a) keep secure the Talent's Personal Data, and not share it with any third party, or use it for any purpose except in relation to a Job under the terms of the Service Contract unless the Talent agrees to any other use;
- (b) take appropriate security measures (including physical, electronic and procedural measures) to help safeguard the Talent's Personal Data from unauthorized access, loss and disclosure;
- (c) ensure that individuals processing the Talent's Personal Data are subject to a duty of confidence in relation to the Talent's Personal Data;
- (d) assist us to respond to a data subject access request;
- (e) assist us to allow Talents to exercise their rights under Data Protection Legislation and to meet our legal obligations in relation to the security of processing, the notification of breaches of Personal Data and data protection impact assessments; and
- (e) at our request, submit to audits and inspections by us to ensure that you are complying with your obligations under this Condition 12.2 and notify us if you are requested to take any action in breach of any the Data Protection Legislation relating to a Talent's Personal Data.

12.3 If you agree to purchase the Services proposed by the Talent, by clicking the '*Accept Contract*' button on the Job page, this will form a Service Contract between you and the Talent. The Service Contract comprises the following:

- (a) the description of the Job and any messages between the Client and the Talent;
- (b) unless expressly stated, all IP rights in the work created by the Talent will transfer to the Client on full payment by the Client of the relevant monthly Service Fee;
- (c) the Talent shall provide the Services with reasonable skill and care, and in accordance with all applicable laws and regulations; and
- (d) both Client and Talent shall abide by all the Terms in this document.

12.4 Clients may wish to put in place a formal written Service Contract with a Talent, but any Service Contract must not be inconsistent with the Terms, in particular the payment provisions. We recommend that if the Talent is processing personal

data for the Client or accessing confidential information of the Client, that a formal written Service Contract is put in place to comply with applicable law.

12.5 We are not a party to the Service Contract. Therefore, all issues, concerns and/or enquiries relating to the Services must be raised with the Talent. However, you agree to comply with all applicable laws in your relationships with the Talent.

13. **Fees**

13.1 Payment processing services for users on the Site are provided by Stripe and are subject to the [Stripe Connected Account Agreement](#) which includes the [Stripe Terms of Service](#) (collectively the **Stripe Services Agreement**). By agreeing to the Terms or continuing to operate as a Client on the Site, you agree to be bound by the Stripe Services Agreement as the same may be amended from time to time. As a condition of us enabling payment processing services through Stripe, you agree to provide to us accurate and complete information about you and your business and you authorise us to share it and transaction information related to your use of the payment processing services provided by Stripe. Payments are subject to the limitations and requirements listed at <https://stripe.com/connect>.

13.2 Monthly Service Fee: For any Talent selected and engaged by the Client through the Site, the Client agrees to adhere to the pricing and payment terms as specified in the provided invoice. These terms are established based on the hiring confirmation received by the Client. All Fees pertaining to the engagement of Talent are due and payable monthly. The Client is obligated to settle these Fees within seven (7) days of receiving the corresponding invoice.

13.3 TalentHub offers a seven-day trial period for all talent engagements. During this period, the Client has the opportunity to evaluate the compatibility and performance of the Talent. If the Client is satisfied with the Talent's performance, billing will commence for the month following the conclusion of the trial period. This provision ensures that the Client can make an informed decision regarding the engagement with the Talent.

13.4 You acknowledge that we are not a bank or other licensed financial institution and do not provide banking services or any financial services to you.

13.5 You must not pay, suggest paying or agree to pay any sums to the Talent outside of the Site.

13.6 If you do not authorize payment of the Service Fee by the due date then you agree that the Talent shall be entitled to cease further provision of the Services and take such action as required to receive the Service Fee as a debt owed and we shall be entitled to take such action as required to receive the Commission and Admin Fee as a debt owed.

13.7 All payments made by you shall be in US dollars.

13.8 We reserve the right to change the calculation of the Admin Fee due at our sole discretion and on notice to you.

14. Circumvention

- 14.1 You agree that all Fees for Services provided by a Talent at any time shall be paid to us. This means that if following completion of a Job, you wish to re-engage the Talent, you shall do so only through the Site.
- 14.2 In order to ensure that you have complied with Condition 14.1, we shall on reasonable notice to you be entitled to audit all payment records relating to a Talent that has been introduced to you through the Site to ensure full and accurate disclosure and payment of all Fees due. If following the audit, there is found to be a breach of Condition 13 and/or 14.1, then you shall promptly pay to us all sums that we would have retained in respect of any services provided by the Talent and fee paid to the Talent, together with the costs of the audit and enforcement of this Condition 14.
- 14.3 Any breach of this Condition 14 shall constitute a material breach of the Terms, and we shall be entitled to suspend or terminate your account and claim appropriate damages in respect of any loss suffered as a result.

PART C: TERMS FOR TALENTS

15. Registration and use of the site

- 15.1 If you wish to register as a Talent on the Site, you must be at least 18 years old legally capable of entering into a contract. Registration as a Talent will be pending until you complete and successfully pass the required assessment process. Only after passing this process, you will be eligible to apply for jobs. We retain the right to reject your registration at any stage.
- 15.2 All details that you provide on registration must be true, accurate and complete. You agree to update your account to reflect any changes to those details, or to notify us accordingly and we can make the changes. At our request, you shall provide evidence of your compliance with this Condition 15.2. You also agree to provide any further information we may require from you from time to time, including information relating to your identity. We may also check the information you provide, by accessing social media accounts or otherwise. We may not accept your registration until we have verified this information, and we shall notify you accordingly.
- 15.3 When you register on the Site you will create a password. You are responsible for keeping your password confidential. You are responsible for any activity under your account. Please take precautions to protect your password and contact us immediately by email to company email if you believe there has been any unauthorised use of your account. You may not transfer your account to anyone else. We may deny access to a password if we reasonably believe that it is being used by an unauthorised person or that the user is in breach of the Terms.
- 15.4 To complete your registration, you must register an account with our payment provider, Stripe, to make payments and you agree that Stripe has the right not to accept you as a Stripe customer. We are not responsible for this process or any other act or omission of Stripe.

16. Talent Profile

- 16.1 You may upload a Talent Profile and you agree that the Talent Profile will include as a minimum all the information that you are prompted to submit including details about your monthly rate. You warrant and represent that all content included in your Talent Profile shall be accurate and up-to-date and shall accurately describe your qualifications and experience.
- 16.2 You may also submit your Cover Letter on the to showcase your skills and experience for a specific job. The content in your Talent Profile and your Cover Letter shall not:

- (a) breach the provisions of any law, statute or regulation;
- (b) infringe the copyright, database rights, trademark rights or other IP Rights of any third party;
- (c) be made in breach of any legal duty owed to any third party, such as a contractual duty or a duty of confidence;
- (d) be deliberately or knowingly false, inaccurate or misleading;
- (e) include any content which promotes fraudulent or illegal activities; promotes violence or hatred; is discriminatory of any group of people; is offensive, hateful or inflammatory;
- (f) include any content or links to third party advertising; and/or
- (g) give rise to any cause of action against us.

16.3 We do not routinely monitor or review any content within a Talent Profile or a Cover Letter. However, we may remove any content at any time and without notice to you if we reasonably believe that such content infringes any of the provisions of Condition 16.2.

16.4 If you no longer wish for your Talent Profile to be available on the Site, please let us know or remove it from your account. Do please note that Clients who have already accessed your Talent Profile will not know that you are no longer interested in receiving information about job opportunities so you will need to inform them of this as and when they contact you. You may not delete your user account if you have not completed an agreed Service Contract.

16.5 You should remove your Talent Profile from the Site if you are no longer seeking the opportunity to provide Services.

16.6 Your communications with Clients must be written and posted in a fair, honest and professional manner in the context of the relationship. You agree that the Client shall rely on the information in your Talent Profile and your Cover Letter in order to determine whether or not to engage you and accordingly, you shall immediately notify the Client if the information in your Talent Profile and/or your Cover Letter changes before you enter into a Service Contract.

17. **Your relationship with Clients**

17.1 You agree that your Talent Profile (except your address) is available to all Clients. A Client may message you and/or invite you to submit a Cover Letter and to Apply to a Job and if you do so, then you and the Client can message each other through the Site to discuss the Services and the Job.

17.2 We ask that the Client complies with the Data Protection Legislation in respect of your Personal Data. However, we cannot promise that they will do so. If you have any concerns about how a Client is using your Personal Data, please contact the Client.

17.3 By sending a Cover Letter and Applying to a Job, you are inviting the Client to contract with you. If the Client accepts your Application, this will form a legally binding Service Contract. The Service Contract comprises the following:

- (a) the scope of Services set out in the description of the Job and any messages between the Client and the Talent;
- (b) unless expressly stated, all IP rights in the work created by the Talent will transfer to the Client on full payment of the monthly Fees;
- (c) the Talent shall provide the Services with reasonable skill and care, and in accordance with all applicable laws and regulations; and
- (d) both Client and Talent shall abide by all the Terms in this document.

17.4 Clients may wish to put in place a formal written Service Contract with a Talent, but any Service Contract must not be inconsistent with the Terms, in particular the payment provisions. We recommend that if the Talent is processing personal data for the Client or accessing confidential information of the Client, that a formal written Service Contract is put in place to comply with applicable law.

17.5 We are not a party to the Service Contract. Therefore, all issues, concerns and/or enquiries relating to the Services must be raised with the Client. However, you agree to comply with all applicable laws in your relationships with the Talent.

18. Indemnity

You shall defend and indemnify us and keep us indemnified and held harmless from and against any costs, losses, damages, expenses and liabilities that we may suffer or incur arising as a result of any third-party claim or allegation:

18.1 in relation to the content of your Talent Profile;

18.2 any income tax, social security contributions and any other liability, deduction, contribution, assessment, or claim arising from or made in connection with the performance of the Services, where the recovery is not prohibited by law; and

18.3 from a Client or any third party relating to your acts or omissions.

This indemnity will survive termination of your account on the Site.

19. Fees

19.1 Payment processing services for users on the Site are provided by Stripe and are subject to the [Stripe Connected Account Agreement](#) which includes the [Stripe Terms of Service](#) (collectively the **Stripe Services Agreement**). By agreeing to the Terms, or continuing to operate as a Client on the Site, you agree to be bound by the Stripe Services Agreement as the same may be amended from time to time. As a condition of us enabling payment processing services through Stripe, you agree to provide to us accurate and complete information about you and your business and you authorise us to share it and transaction information related to your use of the payment processing services provided by Stripe. Payments are subject to the limitations and requirements listed at <https://stripe.com/connect>

19.2 Payments are made according to the monthly pricing and payment terms as specified when you applied to a Job and that are the subject of the Service Contract. Talent compensation is based on a monthly fee system. The Client is billed in arrears, following the completion of a month's service by the Talent. After the Client confirms the satisfactory completion of the service for that month, the monthly Fee is processed and released to the Talent, deducting any applicable Commission Fee and Admin Fee. In the event the Client does not confirm satisfactory service completion, payment to the Talent will be withheld. Under such circumstances, Talent is encouraged to directly communicate with the Client to address and resolve any service-related concerns.

TalentHub provides a seven-day trial period for each talent engagement. During this trial, the Client evaluates the Talent's compatibility and performance. If the Client terminates the trial before the completion of the seven days, the Talent will not receive payment for this period. Payment is only processed if the Client confirms satisfaction with the Talent's performance at the end of the trial, leading to the continuation of the engagement.

19.3 You acknowledge that we are not a bank or other licensed financial institution and do not provide banking services or any financial services to you.

19.4 You must not request any sums from the Client directly or suggest that the Client pays any sums to you directly.

19.5 If the Client does not transfer the payment by the due date, then you shall be entitled to cease further provision of the Services and take such action as required to recover the debt. We do not manage any payment disputes.

19.6 You are responsible to account to the relevant authorities for all payments received under these Terms and all tax due.

19.7 We reserve the right to change the calculation of the Admin Fee and the Commission due at our sole discretion and on notice to you.

20. Circumvention

- 20.1 You agree that all Service Fees paid for Services provided by you to a Client at any time shall be paid to us, and we shall then pay such sums as are due to you minus our Commission under these Terms. This means that if following completion of a Job, you agree to provide further Services to a Client, you shall do so only through the Site.
- 20.2 In order to ensure that you have complied with Condition 20.1, we shall on reasonable notice to you be entitled to audit all payment records relating to a Client that has been introduced to you through the Site to ensure full and accurate disclosure and payment of all Fees due.
- 20.3 Any breach of this Condition 20 shall constitute a material breach of the Terms, and we shall be entitled to suspend or terminate your account and claim appropriate damages in respect of any loss suffered as a result.

Last updated: 20 January 2024.