



## WELCOME TO NOMAD NOW

### TERMS & CONDITIONS

#### NEWS RELEASE

**NOMAD NOW WILL BE OPENING TO INTERNATIONAL USERS FROM 1 MARCH 2023.**

Our intention is to facilitate Orders between Hirers and Jobseekers located ANYWHERE and payments in multiple currencies. This is a major step and there will be some teething issues, so please bear with us and more importantly, let us know of issues (and ideas!) that you may have.

Interested in funding or investing in Nomad Now? Contact our MD at [ross@paton.co.za](mailto:ross@paton.co.za)

#### BACKGROUND

##### WHAT IS NOMAD NOW?

**NOMAD NOW IS A RECRUITMENT MARKETPLACE PLATFORM ENABLING FASTER, MORE ACCURATE AND COST-EFFECTIVE HIRING OF ALL FLEXIBLE AND PERMANENT STAFF.**

**WHO USES NOMAD NOW?** *Jobseekers (including Freelancers, Independent Contractors, Consultants and Permanent workers); and Hirers (Employers / Recruitment Agencies) transact directly online on Nomad Now.*

*For convenience, we shall use the term 'Flexible worker' to include all forms of flexible workers (e.g.: Freelancers, Independent Contractors, or Consultants) and refer to 'Hirers' to include all forms of employers or purchasers of Jobseeker services.*

On the Nomad Now platform, **Hirers search or advertise for Flexible or Permanent Jobseekers and transact online directly with Jobseekers** for contract roles, tasks or projects, or permanent hires.

**Does Nomad Now enable recruitment Agencies to make use of the platform?** Yes, we have launched and are now trialing an 'Agency' product specifically for recruitment Agencies which enables Agencies to search and advertise for Jobseekers on the platform and make use of our advanced search-match features. Agencies do not make use of the platform's Inquiry and Order processes but rather pay per CV downloaded on a pay-as-you-go basis.

**Flexible and Permanent Jobseekers** on Nomad Now set their own prices for their Professional Services. Hirers search using Nomad Now's powerful search tools or make use of our Job Ads feature which effectively matches the most relevant Jobseekers to Job Ads and notifies Hirers of matches and applications.

Flexible and Permanent **Jobseekers and Hirers agree online to contractual terms between themselves** relating to when, where and how Jobseeker specialist services will be made available to the Hirer. Nomad Now is the marketplace that facilitates those interactions between Hirer and Jobseeker.

Nomad Now is designed for Hirers to source Permanent & Flexible workers who are **'Professionals' – performing work that requires deep specialist skills and training.**

Examples: Software Developers / Legal Advisors / Advertising or Media Creatives / Quants / Non-exec Directors / Risk Consultants / Engineers / Architects / Photographers / Accountants / Management Consultants / Economic Analysts / Coaches & Trainers / Compliance Professionals / Comms Advisers / Lab Analysts / Medical Practitioners / Labour Advisors / Tax Advisers / Wealth, Wellness and many more!

### OUR KEY TERMS FOR HIRERS

Hirers can search and place Job Ads for Jobseekers as soon as Hirers' registration on the platform has been approved by Nomad Now.

**Nomad Now fees charged to Hirers are 7% for Permanent or Flexible worker Orders.**

**Nomad Now provides limited 3-month fee guarantees to Hirers on permanent placements.**

**Nomad Now does not carry out Jobseeker credibility and background checks but rather exposes Jobseekers to a rigorous Profile creation process.** We also provide an integrated online solution with MIE (South Africa) that enables Hirers to perform Jobseeker quality checks online.

**Hirers engage with Jobseekers by placing Inquiries, corresponding on the platform, and setting up Interviews with Jobseekers.** Both Hirer and Jobseekers agree that they may only communicate off-platform once an Interview request has been accepted by the Jobseeker. We strongly suggest that for optimal use of the platform, users complete the entire hiring process online.

**Hirers agree to include all material details of such offer** in an Order, including commencement date, duration, and remuneration and to include the final signed contract. Failing this, the Hirer agrees that Nomad Now may invoice based on a fair estimate of Order value.

**Hirers agree to recognize introductions of Jobseekers by Nomad Now for a period of 9 months** following any engagement between the Hirer and Jobseeker through or facilitated by the platform. If the Jobseeker is hired by the Hirer within this period, the fee will then be payable to Nomad Now by the Hirer.

### OUR KEY TERMS FOR JOBSEEKERS

**Jobseekers must respond to Inquiries and Interview requests from Hirers within 2 business days.** There is no obligation for you to accept such requests. You agree that you will not frustrate an Order on the platform by communicating with a Hirer who has placed an Inquiry or Interview request, off-platform.

**Nomad Now charges Jobseekers 7% on Flexible worker Orders.** This fee is deducted from Jobseeker Order revenues when we collect these revenues from Hirers.

Nomad Now does not charge fees to Jobseekers for permanent placements.

**Jobseekers who receive flexible or Permanent work offers from Hirers,** triggered by use of the Nomad Now platform, must notify Nomad Now within 1 week of acceptance of such offer. This applies to flexible and permanent work. Jobseekers are required to provide us with the signed offer / contract, and all material terms including remuneration.

### OTHER KEY TERMS

Nomad Now is not a contractual party to transactions (Orders) on the platform between Jobseekers and Hirers except insofar as to protect our rights to our introductions and fees.

Following an engagement between a Hirer and Jobseeker on Nomad Now and if a Hirer pays such Flexible worker for Services 'off-platform' or hires a Permanent worker, but **circumvents the platform fees**, the normal fee(s) payable by the Hirer and Flexible worker each to Nomad Now will increase to 12.5%, due and payable on the same terms and within the same timelines as our normal fees.

The platform is not designed or intended to suit all Jobseekers or hirers.

## WHY NOMAD NOW?

**The answer is huge cost and time savings plus efficiencies.**

Hirers using Nomad Now often have a need for critical on-demand skills that are required at short notice. We enable Hirers to access skills quickly, predictably, and very cost effectively. Our fees are disruptively low and enable Hirer savings of over 50%.

Our advanced search algorithms ensure that Hirer **search results are highly relevant** and effective. Hirers can also **post Job Ads** for flexible or permanent staff. Our required 'percentage match' feature reduces unwanted applications.

Jobseekers benefit from our ability to make them more visible to Hirers and are attracted by Nomad Now's revenue admin and collection assistance. Flexible workers have traditionally struggled with Hirers that may pay late or even never, despite repeated requests for payment for their Flexible worker Services. **'It's your business!'**<sup>™</sup>

Nomad Now is neither a jobs platform, job aggregator, nor a labour broker. We are an online recruitment marketplace. We do not run a payroll as we do not employ the Jobseekers on Nomad Now. Transactions are concluded directly between Hirers and Jobseekers.

Professional, independent Flexible workers using Nomad Now want the flexibility, freedom, and diversity that the defined-period-and-purpose provision of their services provides. **Work. Your way**<sup>™</sup>

Flexible workers appreciate that the Nomad Now platform is an integral tool that can assist their efforts even where they operate as a sole proprietorship or small business. We increase Flexible worker visibility to top companies. Importantly, our assistance in revenue collection for Flexible workers can improve Flexible worker's revenue collection times and reliability of payment.

**Does Nomad Now provide guarantees?** Yes, we do provide a limited guarantee to Hirers for permanent placements (refer to our Main Terms & Conditions on page 11 below).

In addition, we enable Hirers to hire Flexible workers or Permanent workers *all on one platform* and at ground-breaking low fees of 7%.

## NOMAD NOW BENEFITS TO HIRERS:

- **Fast.** Enormous cost and time-savings.
- **Well-priced.** No registration fees or ongoing monthly fees.
- **Choice.** Hire Flexible worker Services or employ Permanent workers.
- **Savings.** 7% fees. Over 50% savings.
- **Guarantees** on permanent placements.
- **Seamless** online enablement of on-demand skills supplied by skilled Professional Flexible workers.
- **Control** search 'matches.'
- Place **Job Ads** online and set level of 'match' required.
- **Speed-to-transact.** Transact online for professional services *within a few clicks*.
- **Intelligent** and adaptive searches - unique for every Hirer.
- **Favourite** and categorise Talent for easy retrieval.
- **Share Talent** internally or externally.
- **Avoid unwanted approaches** from applicants. No piles of CVs to deal with.
- **Smart Job Ads.** Our algorithms automatically match relevant Jobseekers.
- **Set up interviews online.**
- Use our **internal HR tools** to share applicant information and progress with colleagues.
- **Set up internal Resourcing Teams** with defined budgets and authority to place Orders.
- **Meaningful reports** and trends analysis.
- No back-and-forth or time-wasting through 3<sup>rd</sup> party agencies.
- Choose to add your own existing Flexible workers onto Nomad Now to ease administration burdens and pay an even lower fee.

- Nomad Now is useful as an admin vehicle for Interns and Grads applying to Hirers, Hirers often ‘push’ all Grad and Intern applicants to our platform.

## NOMAD NOW BENEFITS TO FLEXIBLE & PERMANENT JOBSEEKERS:

- **Well-priced.** No registration fees or ongoing monthly fees.
- **‘Visibility’!** Nomad Now enables Hirers to ‘see’ you. *We bring Hirers to you!* At our low fee levels, you are assured that Hirers prefer the Nomad Now platform.
- **Flexible and Permanent** work all in one platform.
- **View all Job Ads and apply online.**
- **Freedom** to accept, reject or negotiate Orders.
- **Set the terms** on which you provide Services.
- **We have eliminated the middleman mark-up.** You decide on the Price for your Services. *Nomad Now does not mark-up your Prices.* You transact directly with Hirers online.
- **‘It’s your business!’™.** Flexible workers can be self-employed and work for a variety of Hirers or, if they prefer, they can commit their time to one Hirer.
- **Set your own work preferences** (hours, location, time off). A better way of life!
- **Create professional Teams** and offer team skills to Hirers.
- **Simplicity of online transacting** and record-keeping of progress.
- **Outsourced administration** – Nomad Now invoices Hirers and assists Flexible workers with revenue collections.
- **Reduced stress** of non-payment or late payment by Hirers.
- Nomad Now also enables online **temp-to-permanent placement** of Flexible workers.

## DEFINITIONS RELATING TO FREELANCING & CONTRACTING

Note that throughout our platform we use the terms ‘Flexible worker,’ ‘Consultant,’ ‘Freelancer’ and ‘Independent Contractor’ interchangeably. As a user, please be aware that the words are at times used by Hirers ‘loosely’ but in some instances legal regulations applicable to each are very specific and the onus is on users of the Platform to research and abide by applicable regulations. See a widely used definition below.

### WHAT IS A FLEXIBLE WORKER vs A CONTRACTOR?

**A Freelancer is an Independent Contractor. A Freelancer is usually a professional who is self-employed and who renders his services to a Hirer or various Hirers for an assignment or project.**

The Flexible worker enters a contract directly with the Hirer in an ‘Order’ for Flexible worker Services and the contractual relationship is governed by the terms of that contract (Order) but may also be subject to prevailing, applicable Independent Contractor and Labour Laws if such arrangement falls within the scope of an employer / employee relationship and about which Nomad Now makes no representations and gives no guidance. The nature of the working relationship between Flexible worker and Hirer is determined by the actual circumstances that exist between them and applicable laws.

We note that in South Africa many Employers ‘disguise’ the real nature of actual employment relationships behind Labour Brokers and we strongly encourage Hirers to break this mould and to deploy talent in a transparent manner using fixed term independent contracting.

Flexible workers may work with multiple Hirers on a per-project basis, but more generally they work with one company at a time (exclusively) for a longer and specified period (the ‘contract’) and are paid by the hour or month. They may be contracting themselves out, and thus reporting their own taxes or they may be on the Hirer’s payroll, with the Hirer deducting pay-as-you-go taxes where required.

Nomad Now is suitable for both Flexible workers who trade in their own name as a sole proprietorship and those who trade as a small business as a partnership or corporate entity. The platform caters for Flexible workers who have a small business with several employees, whether trading as a sole proprietorship, partnership, or corporate entity. This is achieved through our ‘**Flexible worker Teams**’ functionality. Note that it is critical that Flexible worker teams are seen by Hirers as having 1 individual with clear responsibility for the Team (i.e.: the Team Leader) and not as companies whose employees may come and go. A Flexible worker’s success is largely

driven by his/her reputation and the Platform ensures that the Flexible worker Team Service provided is inextricably linked to the Flexible worker team leader him/herself.

### ARE FLEXIBLE WORKERS, EMPLOYEES?

The following should not be regarded in any way as legal or other advice. Users of Nomad Now must conduct own research and consult own advisers on all aspects of issues related to employer / employee relationships and related legal requirements. Nomad Now does not make any representations in this regard and takes no responsibility for any reliance on any information provided in relation to employment and employment law.

Applicable local law (case law and legislation) will determine whether Flexible workers are deemed to be employees of the Hirer or not, with the associated rights and obligations of employer and employee. Further, such relationships will determine whether the Hirer is obligated to deduct pay-as-you-earn taxes and other applicable levies from Flexible worker revenues.

Where Flexible workers earn more than the statutory benchmark minimum earnings (currently R 204 000 per annum in South Africa) the applicable law is more lenient in terms of not deeming Flexible workers to be employees, but Flexible workers can still be deemed employees if certain criteria are met.

**By using Nomad Now, Flexible workers contract directly with Hirers in respect of their Services. Nomad Now is merely the facilitating platform that enables Hirers to view Flexible worker Profiles, engage with and transact online directly for their Services.**

### IS NOMAD NOW A LABOUR BROKER OR RECRUITMENT AGENCY?

Nomad Now is not a labour broker. We are a web-based platform and mobile app that facilitates direct contact and transactions between Hirers and Jobseekers for the purchase of Jobseeker services. We do not employ Flexible or Permanent workers or run a payroll, nor do we create the expectation of employment. We further, do not create any expectations of employment between Hirers and Jobseekers. Our users accept this upfront by using Nomad Now.

Nomad Now does not in any way represent that Flexible workers will be treated as or qualify as employees or will benefit from any employee rights or protections whatsoever now or in the future from flexible work secured from Hirers on or through Nomad Now.

Nomad Now assists Flexible workers with the collection of Flexible worker revenues from Hirers, acting as Payment Agent between Hirer and Flexible worker. We invoice Hirers on behalf of Flexible workers and upon payment from Hirers, pay Order revenues to Flexible workers.

In respect of permanent placements and fixed term 'on payroll' contracts only, Nomad Now acts as a recruitment agent, charging Hirers a fee on commencement of employment and monthly in the instance of ongoing fixed term contracts.

### A NOTE ON TAXATION

Income tax, VAT and other levies may apply to Flexible workers either as sole proprietors or through their corporate entities through which they contract. Flexible workers may be entitled to apply at their own instance or at the request of or through the Hirer, to the tax authorities for tax directives and supply these to Hirers.

Nomad Now does not express, imply, or adopt any opinion on tax-related conditions that may apply to Flexible workers or Hirers or between Flexible workers and Hirers. Both Flexible workers and Hirers should seek their own advice on all tax-related issues and especially on the nature of the relationship between Flexible worker and Hirer that pertains to their specific Flexible worker / Hirer circumstances.

## NOMAD NOW TERMS & CONDITIONS

The following terms and conditions govern your access to and use of the Nomad Now platform, including any content, functionality and services offered on or through [www.nomadnow.co](http://www.nomadnow.co) (the 'Platform').

Please read the Terms & Conditions carefully before you start using the platform.

**By using the platform, registering as a user, opening an account or by clicking that you accept or agree to our Terms & Conditions when this option is made available to you online, you fully accept and agree to be bound by and abide by our Terms & Conditions (and all updates from time to time) and our Privacy Policy (found in detailed version in our FAQ document and in redacted version later in this document) or incorporated herein by reference. If you do not agree to these Terms & Conditions or the Privacy Policy, you must not access or use the platform. Note that we do not apply new terms and conditions retrospectively.**

We may modify the platform Terms & Conditions from time to time without notice to you by posting revised Terms & Conditions on the platform with a new effective date included at the top of the Terms & Conditions. We encourage you to check our platform regularly to appraise yourself of current applicable terms in effect. By visiting the platform following any modifications to the platform Terms & Conditions, you agree to be bound by such changes and updates.

We may also introduce changes to fees, as required, and will give notice to Hirers and Jobseekers of such changes. We include the effective date of our adjustment to terms and such modifications shall take effect and be binding on users thirty (30) days after such notification.

This Platform is offered and available to users who are 18 years of age or older. If you are under 18, you may not use this Platform or the Nomad Now Services. By using this Platform, you represent and warrant that you are of legal age to form a binding contract and meet all the foregoing eligibility requirements. If you do not meet these requirements, you must not access or use the Nomad Now platform.

Our Customer Services team is available if you have any questions regarding the platform or Terms and Conditions. Contacting our Customer Services team can be performed by submitting a request [here](#), or making use of our Chat function visible on every page of our website.

### PRIVACY OF PERSONAL INFORMATION

Nomad Now undertakes the processing of personal information very seriously and does so in accordance with the South African Protection of Personal Information Act, 2013 as amended ("POPI").

Be sure to read our full Privacy Policy (found in our FAQ) and our User Conduct section herein, before making use of the Platform. Our Privacy Policy governs our treatment of any information submitted by you to Nomad Now, including personally identifiable information.

Note that certain information, statements, data, and content such as photographs, which you may submit to Nomad Now are likely to reveal your gender, ethnic origin, nationality, age, and/or other personal information about you. You acknowledge that your submission of any information, statements, data, and content to us is voluntary on your part and that Nomad Now may process such information, within the terms of the Privacy Policy.

Do not include on the platform any personal information which is not yours, or which you have no lawful right to provide on another entity's/person's behalf. Do not include the personal information of a minor in any way. Your failure to adhere to these provisions constitutes your immediate and material breach of these Terms.

Users understand and agree that should they upload their personal information, including CV's and employment history to the Nomad Now Platform, that information will be visible to Hirers. Note that bank account details will not be visible to other platform users.

Nomad Now is not responsible for posting or placement of user information on the platform. Users have complete control over the continued presence or removal of their data from the Nomad Now platform. Nomad Now will only intervene to remove data where such data is in breach of our Terms & Conditions.

Note: users can delete their Nomad Now Profile and Account by simply clicking on the 'Delete Account' button found on the Settings page of their Profile.

Delete Account

🗑️ Permanently delete account data

## KEY NOMAD NOW TERMINOLOGY

Within Nomad Now's Platform, you will come across terms which are specific to Nomad Now. See the common terminology used on the Platform and respective definitions. More detailed explanations and usages of our terminology are provided throughout this document.

**Acceptance** of an Order occurs when a Flexible or Permanent Jobseeker accepts an Order placed by a Hirer.

**Ads are Job Ads** used by Hirers to attract applicants that meet the Hirer's required Job Ad or 'match' by Flexible worker or Permanent worker Profiles.

**An Accepted Order or Offer** is the transaction or agreement concluded between a Hirer and Jobseeker either for the provision of Flexible worker Services to the Hirer or for the employment by the Hirer of a Jobseeker as a Permanent employee.

**An Amended Order** is used when Hirer and Flexible worker wish to alter terms of an Order once an Order has been Accepted.

**An Agency** is a recruitment Agency (where referred to as a Hirer), signed up as an Agency and subscribing for platform features prescribed for Agencies herein.

**Cancellation** is a request to cancel an Order for Flexible services and can be initiated by either Hirer or Flexible worker. Both Flexible worker and Hirer agree that either party may cancel a Flexible Order (only) for any reason:

- Within 48 hours of Acceptance of Order in the case of an Order up to 30 days in duration;
- Within 7 days of Acceptance of Order in the case of Orders over 30 days in duration.

**A Hirer** is a registered Nomad Now Hirer user who can Order Flexible or Permanent Jobseekers on Nomad Now. Hirers transact directly with Jobseekers on the Nomad Now platform.

**Payment fees** are the fees charged by Nomad Now to Hirers and Flexible workers for assistance in Flexible worker revenue invoicing and payment and related admin services.

**Commenced Orders** are Orders that have reached their Start Date.

**Commissions** are recruitment placement fees charged by Nomad Now to Hirers for the permanent placement of Jobseekers from the platform. Recruitment commissions only apply to permanent placements and on-payroll Flexible placements. Permanent workers placed in permanent positions and Flexible workers placed on-payroll do not pay any platform fees.

**Dashboards:** the Flexible and Permanent worker Dashboard is on the [Flexible worker Home page](#) and the Hirer Dashboard is on the [Hirer Home Page](#). Dashboards include pages such as Profile, Search, Inbox, Calendar as well as Orders Completed, Star Rating, Response Time and Total Earnings/ Total Spend.

**Feedback** refers to Reviews and Ratings of and by Flexible workers and Hirers.

**Fees** are platform fees charged by Nomad Now to Hirers and Jobseekers. These take the form of collection agency fees (charged to Hirers and Jobseekers) in the case of Flexible Orders and Recruitment Agency fees (charged to Hirers) in the case of Permanent placements.

**Flexible workers** include Independent Contractors, Freelancers or Consultant users, registered on the Nomad Now Platform and who offer Professional Flexible worker Services to Hirers. The terms Freelancer, Independent

Contractor and Consultant are used loosely and interchangeably in the Platform to represent Flexible workers. For convenience, we shall use the term Flexible workers in this Platform.

The **Profile Page** is where the Flexible and Permanent Jobseekers describe their Professional Services, skills and qualifications, prices, working preferences and related requirements and where Hirers may Order their Professional Services.

**Flexible Worker Services** are Professional Services offered by Flexible workers on Nomad Now.

**An Inquiry** is an expression of interest expressed by a Hirer in respect of a Flexible or Permanent worker by clicking on the Inquiry button on a Jobseeker's Profile. It is the 1<sup>st</sup> step in the potential hiring process. Such Inquiries are not binding between Hirer and Flexible worker or Permanent worker. Note that Inquiries do create rights for Nomad Now related to protection of introductions of Jobseekers to Hirers.

**Instant Orders** are Orders placed by Hirers where the Jobseeker has enabled the Hirer to place an Order on terms that require no negotiation or correspondence with the Jobseeker. This function allows for very fast and effective placing and accepting of Orders! This feature is ideally suited to ordering Tasks and small projects. *(Note: this feature is currently 'on hold')*

**Job Ads** refer to our powerful and unique method of enabling Hirers to place Job Adverts on Nomad Now that we automatically 'match' to appropriate Permanent workers or Flexible workers.

**Nomad Now Order Reference Number (NUM)** is a unique reference number assigned to each Order and appears in the column next to the status bar.

**Nomad Now User Protection Policy** describes Nomad Now's efforts to keep user information private and secure.

**An Offer** refers to an offer of permanent employment of a Jobseeker by a Hirer.

**An Open Order** is an Order that has been placed by a Hirer and accepted by the Flexible worker.

**An Order** in Nomad Now terminology means a Transaction related to or for Flexible or Permanent worker Services agreed to between Jobseeker and Hirer. It represents an agreement directly between a Hirer and Jobseeker. Terms include:

- Starting and Ending Date
- Inclusion (or not) of Weekends and Holidays
- Description of Services required
- Payout option (weekly, monthly or per project or task)
- Rate of pay (per hour, day, month)
- Applicability of overtime
- Location
- Any additional Contract related to the Order, that is included (via an upload) by the Hirer.

**Order Correspondence** enables a Hirer and Jobseeker to clarify terms and issues related to Orders before or during Orders. The Correspondence feature is available to users as soon as the Jobseeker has accepted an Inquiry from a Hirer.

**Orders are 'Open'** once an **Inquiry** is '**Accepted**' by Flexible worker and Hirer. Orders '**Commence**' on the Start Date i.e., when the Flexible or Permanent worker starts to deliver Services. Flexible worker Orders are '**Complete**' once signed off as such by the Flexible worker (i.e., they click **Request Completion and Verification of Order**) and are '**Verified as Completed**' once signed off by the Hirer or automatically signed off by Nomad Now.

**Permanent workers** are users, registered on the Nomad Now Platform and who offer their Professional Services to Hirers on a permanent (i.e.: employment) basis. Permanent workers may also offer Flexible worker Services on Nomad Now.

**Professional Services** are Services offered on Nomad Now by Flexible and Permanent workers to Hirers. For example, the offering of legal advisory, accounting, forensic investigating, business analysis or C# software development Services to a Hirer. The list of Services offered by Jobseekers on Nomad Now is broad, but all Services are specialist and professional services.

**Ratings:** Flexible workers are awarded ratings (1 – 5 Nomad Now Stars) by Hirers on Completion of their Order, based on inputs by their Hirers. Hirers also earn ratings, based on Flexible worker feedback on Orders.

**Reviews:** Hirers and Flexible workers provide Reviews by commenting on their overall Order experience, on completion.

**Response time** is the average response time based on the last 30 days of your activity.

**Revenues** are the monies Flexible workers earn, invoiced to Hirers and paid by Hirers, for completed or ongoing Orders and are paid to Flexible workers via Nomad Now, nett of platform charges (payment fees). Permanent workers do not earn Revenues on Nomad Now. On acceptance of an Offer for their Services, they become permanent employees of Hirers.

**Nomad Rewards** refers to our incentive reward for introducers of Jobseekers to the platform.

**Skills References** are quick, effective assessments and endorsements of *particular technical skills* requested by Flexible and Permanent workers from Referees. Such Skills References are done online for convenience and efficiency and take 1-2 minutes.

**Teams** may refer to Teams of Flexible workers, who jointly offer Services to Hirers under the leadership of a Team Leader.

**Teams** may also refer to Teams at Hirers. A Hirer Account Manager may appoint and authorise Administrators, Team Leaders and Team Members with varying authority and budget to Transact on the platform.

**Transactions:** Flexible workers sell their professional Services to Hirers in transactions called Orders. Permanent workers are employed by Hirers in Offers.

## OVERVIEW OF MAIN TERMS

- Only registered users may transact on Nomad Now.
- Registration is free.
- Flexible and Permanent Jobseeker Services on Nomad Now are offered at any price set by the Flexible or Permanent worker.
- Hirers search for or place Job Ads for and select and engage with their preferred Jobseekers by placing Inquiries.
- Hirers place Orders for Flexible worker Services, which, when accepted become binding contracts. Hirers also make Offers of Permanent Employment to Jobseekers. Hirers include (attach) any preferred documentation on Orders / Offers.
- Hirers and providers of Services (Flexible and Permanent Jobseekers) contract directly between themselves for the provision of Services. All such users act as 'principal' in their acceptance or rejection of Inquiries and Orders. Nomad Now does not place Inquiries or Orders on behalf of Hirers and does not accept Orders on behalf of Jobseekers.
- 'Agency Hirers' make use of Nomad Now only to search for or place Job Ads for Jobseekers. Agencies do not place Inquiries or Orders for Jobseekers through Nomad Now. Agencies subscribe to Nomad Now for rights to search or advertise for Jobseekers on a pay-per-profile-accessed basis.
- **Users are prohibited from by-passing the Nomad Now platform in any attempt to avoid platform charges.** Punitive fees automatically apply in such cases.

## INQUIRIES & ORDERS:

- Inquiries are followed by Orders (flexible work) or Offers (Permanent placements). Inquiries are made by Hirers by clicking on the Inquiry button on the **Pricing Page** of the Flexible or Permanent worker's **Profile**.
- Jobseekers Pre-Approve or Reject Inquiries from Hirers.
- Orders are placed by Hirers in the Hirer's Inbox. See Order button on the response from the Flexible or Permanent worker.
- Flexible workers must fulfill their obligations as contained in the Order for their Services.
- Cancelling Orders by Flexible workers will affect their reputation and rating.
- Flexible workers earn Ratings based on their performance in Orders and consequent reputation. Higher ratings could provide benefits including higher attainable prices for their Services and repeat business.
- Users may not offer or accept the services of Jobseekers sourced or engaged with through Nomad Now or make payments to such Jobseekers following such engagement, using any method other than placing an Order or Offer through Nomad Now.
- Users agree not to by-pass Nomad Now in respect of Jobseekers identified or engaged with on the platform and not to approach or contact (for the defined protection period set out below), directly or indirectly, Nomad Now Jobseekers or Hirers, in a manner which results in a loss of revenue to Nomad Now.
- Hirers are granted all rights in respect of the delivered Flexible worker Services unless otherwise specified by the Flexible worker on their Flexible worker Profile Page and specifically agreed with the Hirer. Note: some Flexible workers charge additional payments for Commercial Use Licenses.

## COMMENCEMENT AND COMPLETION OF ORDERS:

Once the Order is **Accepted**, Flexible workers must '**Commence**' delivery of their Flexible worker Services and fulfil their Order(s) as described in their **Order** description.

When a Flexible worker completes an Order, they click **Request Completion and Verification of Order**. The Hirer is notified and has 72 hours to mark the **Order as Completed & Verified**, *failing which the Order will autocomplete*. Flexible workers and Hirers have 30 days within which to provide feedback or edit feedback.

## NOMAD NOW FEES:

- **FEES APPLICABLE TO FLEXIBLE WORKER ORDERS:**
  - ✓ Nomad Now charges **Hirers** a payment fee (commission) of 7% of the Order value (plus VAT) on Flexible worker Services (i.e.: on an Order).
  - ✓ Nomad Now charges **Flexible workers** a fee of 7% (plus VAT) for assisting Flexible workers with invoicing and payments. Nomad Now deducts this fee from Flexible worker revenues collected from Hirers on behalf of Flexible workers, before transferring revenues to Flexible workers.
  - ✓ In instances of Flexible Orders on Hirer payroll, Nomad Now (acting as a recruitment agency) charges Hirers a commission of 7% of the monthly Order value (plus VAT).
  - ✓ **Note in respect of by-passing the platform:**  
If a Hirer pays a Flexible worker for his/her Services, 'off-platform', i.e.: pays the Flexible worker directly, the above fee(s) payable each by the Hirer and Flexible worker to Nomad Now will increase to 12.5%, due and payable on the same terms applicable to our normal fees. The Hirer and Jobseeker platform fees will then remain at such level for all Orders.
  - ✓ **Guarantees on Flexible work Orders:**  
Nomad Now does not provide any guarantee in respect of a Flexible worker's Order with the Hirer and shall not be liable for any loss, damage or injury to person, business or property of the

Hirer from whatsoever cause, arising directly or indirectly from any act or omission of a Flexible worker introduced by Nomad Now.

➤ **FEES APPLICABLE TO ORDER REVENUE TRANSFERS & CURRENCY CONVERSIONS (BETA VERSION)**

- ✓ In an effort to minimize costs for users, Nomad Now is integrating with the Wise online foreign exchange payments platform ([www.wise.com](http://www.wise.com)) to swiftly and cost-effectively transfer Order revenues from Hirers to Jobseekers worldwide.
- ✓ The exchange rates quoted by Wise are very attractive and utilized in such currency conversions for international payments. Nomad Now does not charge fees for currency conversions.
- ✓ Payment fees may be charged by Wise on money transfers. Such fees vary depending on the nature of the transfer. Nomad Now does not charge fees to users for international transfers.

➤ **FEES APPLICABLE TO PERMANENT PLACEMENTS:**

- ✓ **Fees:**  
A placement fee payable by the Hirer to Nomad Now for the introduction to a Jobseeker that results in a permanent placement at or by the Hirer shall be earned by Nomad Now upon the commencement of the worker's permanent employment. The fee shall comprise 7% of the Permanent Placement 'Order' Price (i.e.: annual total cost-to-company remuneration), plus VAT.
- ✓ **Payment Terms:**  
Payment terms applicable to Hirers for such permanent placements are 30 days from date of invoice, being the date of commencement of employment.
- ✓ **Guarantees:**  
**Nomad Now provides a guarantee on Permanent placement Orders by the Hirer, for a period of 3 (three) months from commencement of employment** provided that the above full fee due to Nomad Now in terms hereof reaches our offices within 30 (thirty) days of such commencement and Nomad Now has received written notification of the actual termination of the Jobseeker's employment within 14 (fourteen) days of the date thereof. In the above circumstances, the Hirer will be entitled to a refund of the placement fee as follows: **100%, 60%, 30%**, should the Jobseeker leave the Hirer's employ during the first, second or third month of employment, respectively.

If the employment of a permanent employee through Nomad Now is terminated due to an act over which Nomad Now had no control & not due to the fault of the employee, e.g.: if employer's business or company is sold to a new owner who has own personnel, or if employee leaves within 3 months of employment due to material change in terms of employment, management or job description or due to any breach by the employer of current applicable labour legislation, the guarantee shall not be applicable.

- ✓ **Note in respect of on-placements:**  
In instances where a Hirer 'on-places' a Flexible worker at a 3<sup>rd</sup> party on a permanent placement basis, such Hirer will be deemed to have employed the Flexible worker permanently and the 7% Permanent Placement fee will be due to Nomad Now by the Hirer on the above 30-day payment terms.
- ✓ **Note in respect of by-passing the Platform:** if a Hirer employs a candidate introduced through the platform but does so 'off-platform', i.e.: bypasses the Platform, the above permanent placement fee payable by the Hirer to Nomad Now will increase to 12.5%, due and payable on the same terms as applicable to our normal fees.
- ✓ **Damages, Indemnities:**  
Nomad Now shall not be liable for any loss, damage or injury to person, business, or property of the Hirer from whatsoever cause, arising directly or indirectly from any act or omission of a Jobseeker engaged by or with by a Hirer using Nomad Now.

➤ **APPLICABLE TO AGENCIES**

- ✓ Agencies subscribe for 1 year access to full Jobseeker CVs and Jobseeker Profiles, and this includes access to Agency features on Nomad Now.
- ✓ Subscription price per CV credit packages:
  - 50 CVs R 3 500.00
  - 100 CVs R 6 700.00

- 200 CVs R 12 000.00
- 250 CVs R 13 750.00
- 250+ CVs R 50.00 \* (number of CVs)

- ✓ Subscription payment by Agencies is required in full 'on invoice' (in advance) and access to the platform is enabled within 3 business days of payment. Payment may be made by Electronic Funds Transfer. Payment using Wise payments is soon to be added (BETA).
- ✓ Pricing is subject to change periodically for contract renewals.
- ✓ Validity of CV credits is for the contract duration (1 year).
- ✓ Features accessible to Agencies include online setting up of interviews, access to online MIE Jobseeker credibility checks, the Skills References feature and limited Jobseeker CRM features.
- ✓ Nomad Now reserves the right to cancel an Agency subscription and to refund the Agency pro-rated amounts paid by the Agency to Nomad Now.

➤ **RECOGNITION & PROTECTION OF NOMAD NOW INTRODUCTIONS OF FLEXIBLE WORKERS AND PERMANENT WORKERS:**

The Hirer and Flexible worker will be liable to Nomad Now for the full fee(s) referred to above if the Flexible worker or Permanent worker is Ordered or employed following or triggered by a Nomad Now platform interaction between the Hirer and the Flexible or Permanent worker, irrespective of when the Flexible worker commences Services or the Permanent worker commences employment with the Hirer, provided that such commencement occurs within 9 months of the Job Ad, Search or Inquiry that yielded such Flexible worker or Permanent worker, whichever is later.

Note that the test as to whether Nomad Now was the trigger for the Hirer making use of the Flexible worker Services or employment of the Permanent worker is this: *if the Hirer was not already in an actual / active recruitment process (e.g.: an interview) with such Flexible or Permanent Jobseeker then the Hirer and Jobseeker agree that Nomad Now was the effective cause of the Hirer making use of the Flexible worker's Services or of the employment of the Permanent worker and the Nomad Now fee will be due and payable by the Hirer and Jobseeker where applicable.*

➤ **FEE AVOIDANCE and NON-SOLICITATION OF NOMAD NOW HIRERS & FLEXIBLE WORKERS**

Nomad Now provides a valued service offering by enabling Flexible and Permanent workers to be visible to Hirers and by enabling Hirers to search or advertise for, engage with, and transact online for their Services.

**Flexible and Permanent workers shall not engage with or solicit a Nomad Now Hirer or accept a permanent or flexible role directly with a Hirer introduced by Nomad Now.**

**Hirers are obligated to pay Nomad Now the recruitment fee or payment agent fee applicable to a permanent or flexi-role introduction, respectively, if such introduction occurred no longer than 9 months prior to hiring of the Jobseeker by the Hirer.**

The terms of Orders placed by Hirers must reflect the actual remuneration paid by Hirers to Flexible or Permanent workers. Any manipulation or adjustment of Order values by Hirer and/or Flexible or Permanent worker to reduce Platform fees, is strictly forbidden and implicated users will be removed from the Platform and Nomad Now will pursue its contracted fees from the party(ies) through legal action.

**An introduction of a Permanent or Flexible worker by Nomad Now to a Hirer shall be deemed to have occurred when such Permanent worker or Flexible worker has initiated contact with a Hirer or when a Hirer has initiated contact with such Permanent worker or Flexible worker through the Nomad Now platform, irrespective whether there is a response to the initiated contact and irrespective whether the contact or any response is initiated or conducted through the platform or otherwise.**

## INVOICING:

Once an Order is placed between the Flexible worker and Hirer, the Hirer will immediately be able to view the invoice in the Admin page of its Hirer Profile and will also receive a Flexible worker invoice from Nomad Now on Commencement Date of the Order on behalf of the Flexible worker, for the use by the Hirer of the Flexible worker Services. Such invoice will include Nomad Now's fee (plus VAT) due to Nomad Now by the Hirer and where the Flexible worker is VAT registered, will include a VAT charge on behalf of the Flexible worker.

**Payment terms applicable to Hirers are a maximum of 30 days.** If, for example, an Order is 2 weeks in duration, the invoice will be due within 30 days from Commencement of Order. In the event of Orders longer than 30 days in duration, ongoing monthly Hirer payments apply, on 30-day terms from date of invoices which will be generated every 30 days from commencement date of Order for the duration of the Order.

On payment to Nomad Now by the Hirer in respect of the Flexible worker Revenues, a separate invoice is automatically generated by Nomad Now and issued to the Flexible worker, for Nomad Now assistance in invoicing and related services performed by Nomad Now on behalf of the Flexible worker.

Payment terms applicable to Flexible workers on such invoices are 'payment on invoice.' Nomad Now automatically and immediately deducts these fees (plus VAT) on receipt of Flexible worker Revenues from Hirers.

### **Note:**

In instances where payment is made to Flexible workers by international Hirers, there may be additional bank or forex conversion charges. Such charges will be for the account of the Jobseeker and we deduct such charges from the net Order revenues payable to the Flexible worker.

### **Note:**

Flexible workers and Permanent workers may not use the Nomad Now Inbox / Correspondence feature in any way to invoice Hirers. Any attempt to avoid Nomad Now fees in this way could lead to de-registration of a Flexible worker, Permanent worker and/or Hirer by Nomad Now as well as legal action for recovery of fees.

### **Note:**

*Nomad Now does not assume any responsibility for Hirers paying for Jobseekers' Flexible worker Services on time or at all. Jobseekers transact directly with Hirers, using Nomad Now merely as a 'marketplace' and are assumed to have done necessary due diligence on Hirers. Nomad Now is also not responsible for resolving disputes between users. Such issues are dealt with directly between Jobseekers and Hirers.*

*By making use of Nomad Now's payments assistance for Flexible workers, we anticipate that Flexible workers may be paid more reliably and, on average, faster than Flexible workers invoicing and billing Hirers directly but we make no guarantees in this regard and Flexible workers and Hirers acknowledge that they may not hold Nomad Now liable for any loss or damages of any nature related to collections and payments, including Hirer errors, delays or non-payments.*

## PAYMENTS:

**Flexible worker revenues:** Hirers make payments of Flexible worker Order revenues to Nomad Now which receives such revenues on behalf of Flexible workers. Nomad Now will pay such revenues to Flexible workers once received from the Hirer and by no later than the next applicable Wednesday if a period of 48 hours has elapsed since receipt of Flexible worker revenues from the Hirer. See details on timing of Payments from Hirers and to Flexible workers below.

*Note that the above payment timing assumes that the Hirer and Flexible worker are not in a dispute over delivery of the Services and that payments have not been suspended by Nomad Now (for other reasons related to a breach of Nomad Now terms). Note also that there can be timing exceptions due to banking system clearance periods. Nomad Now cannot be responsible for any delays in payments from Hirers or to Flexible workers.*

## SUMMARY OF PAYMENT TIMING BY HIRERS TO FLEXIBLE WORKERS:

HIRERS PAY MONTHLY FOR FLEXIBLE WORKER SERVICES RENDERED.

IN INSTANCES OF ORDERS OF LESS THAN 30 DAYS, PAYMENT BY HIRERS FOLLOWS COMPLETION OF ORDER. 30-DAY PAYMENT TERMS APPLY.

FOR ORDERS OF LONGER DURATION, ONGOING MONTHLY HIRER PAYMENTS APPLY, DUE 30 DAYS FROM DATE OF INVOICE. INVOICES FOR SUCH ORDERS ARE GENERATED EVERY 30 DAYS FROM COMMENCEMENT DATE OF ORDER, FOR THE DURATION OF THE ORDER.

NOMAD NOW INVOICES HIRERS ON BEHALF OF FLEXIBLE WORKER REVENUES AND TRANSFERS REVENUES TO FLEXIBLE WORKERS WHEN PAID BY HIRERS AND WHEN DUE TO FLEXIBLE WORKERS. SUCH TRANSFERS TAKE PLACE ON WEDNESDAYS.

## FLEXIBLE & PERMANENT WORKER TERMS OVERVIEW

### BASICS:

- Flexible and Permanent Jobseekers display their Professional Flexible worker Services on Nomad Now to enable Hirers to purchase their Services.
- Hirers may customize their offers for Professional Flexible worker Services.
- **For each Order, on successful completion by the Flexible worker, consequent payment by the Hirer and collection of revenues by Nomad Now, Nomad Now transfers the Order revenues to the Flexible worker after deducting Nomad Now's payment fees of 7% (plus VAT).** See detail regarding fees applicable to off-platform transactions on page 10.
- See our Orders section of this document for a definition of a Completed Order.
- If an Order is cancelled by the Hirer (for any reason), outstanding Flexible worker Service revenues in respect of Services already delivered (up until cancellation) and paid for by the Hirer, will be paid to the Flexible worker by Nomad Now on the Wednesday following receipt of such funds from the Hirer.
- If there is an additional agreement regarding Notice Period Pay in an Order (i.e.: an uploaded Hirer Contract) that amends or supplements the terms of the Order, the Notice Period pay agreed between Hirer and Flexible worker, will also be paid on the Wednesday following receipt of such funds from the Hirer.
- A Flexible worker's rating is calculated based on the performance reviews posted by Hirers. High Ratings could enable Flexible workers to quote higher prices and achieve more favorable Order terms. *It's your business!™*. Aim for top ratings through high performance
- For security reasons, Nomad Now may temporarily disable a Flexible worker's ability to receive revenue to prevent fraudulent or illicit activity. This may occur due to deemed security issues, improper behavior reported by Hirers, or associating multiple Nomad Now accounts to a single withdrawal provider.

### FLEXIBLE & PERMANENT JOBSEEKER SERVICES

- Flexible and Permanent Jobseekers list their Professional Services on their **Services page** of their Profile.
- Services may be removed by Nomad Now for violations of these Terms & Conditions, which may include (but are not limited to) the following violations or infringements:
  - ✓ Illegal or fraudulent Services;
  - ✓ Content that demeans or diminishes the professional reputation or image of Nomad Now;
  - ✓ Copyright Infringement, Trademark Infringement, and violation of a third party's Terms & Conditions reported through our Intellectual Property Policy;
  - ✓ Adult oriented Services, Pornographic, Inappropriate/Obscene;
  - ✓ Spam, Nonsense, or Violent Flexible worker Services;
  - ✓ Flexible worker Services misleading to Hirers;
  - ✓ Selling of goods.
- Jobseeker Services that are removed for above-mentioned violations may result in the suspension of the user's account.

- Services that are removed for violations are not eligible to be restored or edited.
- Services may be removed from our Search feature due to poor performance and/or user misconduct as reported by Hirers.
- Services may contain an approved Professional Services Video uploaded onto their [Personal Gallery](#)
- Any statements on your Profile Page that undermine or circumvent these Terms & Conditions are prohibited.
- Services may be priced by Flexible workers at any price at their discretion.
- Jobseekers may offer their Services in structured formats with multiple prices per Professional Service (e.g.: Java development at \$ 650 per hour but C++ development at \$ 450 per hour).
- Nomad Now does not provide a dispute resolution service and may not be held accountable or responsible for any disagreement, dispute, loss, or damages to either Flexible worker, Permanent worker, or Hirer in making use of Nomad Now and in transactions between Flexible workers, Permanent workers and Hirers. Users accept and agree in advance that they may not lodge any form of claim or redress against Nomad Now arising out of disputes or claims between users or claims against Nomad Now related to use of the Platform or our services.

## FLEXIBLE & PERMANENT JOBSEEKER NON-DISCLOSURE

As a Jobseeker, you guarantee that you are competent and qualified to properly conduct the Services that you offer to, or undertake for, Hirers on this platform.

Should it, after a Hirer has placed an Order for you, be established that there has been material non-disclosure, misleading or incorrect information given by you to the Hirer, which is of a material nature, you agree that the Hirer reserves the right to terminate the Order for your Services with immediate effect. "Material," includes, amongst other things, issues relating to honesty, integrity, trustworthiness, and issues relating to your work experience, abilities, qualifications but also includes issues relating to your identity, credit standing (only where relevant by law) and legal status (including rights to work and criminal status).

## FLEXIBLE WORKER RATINGS

Nomad Now provides a boost for small business - especially owner-managed businesses. We seek to empower Flexible workers with helpful tools to grow their own business. Flexible workers who perform well, deliver on time, and maintain high Ratings may be rewarded with special opportunities and benefits (not yet in current version).

- Nomad Now Flexible workers earn ratings based on the Hirer's inputs on their performance, Hirer reviews and number of orders.
- Changes in Ratings are automatically updated after completion of each Flexible worker Order and Hirer rating of the Flexible worker.
- The Ratings that a Flexible worker can achieve are 1-5 Nomad Now Stars. 5 Nomad Now Stars reflects a top-rated Flexible worker.
- Feedback Reviews provided by Hirers when Verifying a Completed Order are an essential part of Nomad Now's rating system. Reviews demonstrate the Hirer's overall experience with the Flexible workers and their Service
- Feedback is weighted to achieve an overall rating calculated as follows:
  - ✓ Overall Delivery & Hirer satisfaction (50% weighting)
  - ✓ Demonstration of required technical skills (20% weighting)
  - ✓ Demonstration of required soft skills (20% weighting)
  - ✓ Accuracy of Flexible worker's Nomad Now Skills Profile (10% weighting).
- Flexible workers who cannot maintain their high quality of Service, or who experience a severe drop in Ratings, or who stop delivering on time, risk a declining Flexible worker rating and the advantages that come with it. For example, late or inadequate or sub-standard Delivery or warnings to Nomad Now about the Flexible worker's performance; and cancellations due to poor performance can cause a Flexible worker to drop to a lower Rating.
- By signing up with and using Nomad Now, the Flexible worker fully accepts Nomad Now's Rating methodology and agrees that he/she shall have no recourse of any nature against Nomad Now related to Flexible worker's ratings.

- Hirers are encouraged to communicate to the Flexible worker any concerns experienced during their active Order regarding the Service provided by the Flexible worker through the mechanism of the Order Inbox.
- Hirer feedback given through Nomad Now's Rating functionality that accompanies the Hirer Rating of the Flexible worker is a prerogative of a Hirer and at the Hirer's discretion. Feedback Reviews will not be removed unless there are clear violations of our Terms & Conditions. Nomad Now is not and cannot be responsible for Remarks made by Hirers.
- Note that Ratings and Reviews are made by the Hirer after the Flexible worker has marked an Order as Complete.
- To prevent any misuse of our Rating system, all such feedback must come from legitimate Orders executed exclusively through the Nomad Now platform from Nomad Now users within our community. Orders that are 'arranged' and/or that Nomad Now decides (at their discretion) are artificial and designed to enhance Flexible worker Ratings or to abuse the Nomad Now platform with Orders from additional accounts, will result in a permanent suspension of all related accounts.
- Ratings made by Hirers are publicly displayed on a Flexible worker's Profile Page. Hirers have the option not to include a (text box) Review of the Flexible worker's Delivery, but to still rate the Service (i.e.: using the Star ratings).
- Cancellation of an Order does not automatically remove feedback unless mutually agreed between Hirer and Flexible worker. There is no option to provide feedback if an order is cancelled.
- Withholding by the Flexible worker of the delivery of Services, files, or information required to complete the Order with the intent to gain favorable reviews or additional Services is prohibited.
- Users may leave reviews on Orders up to 30 days after an Order is marked as Complete. No new reviews may be added to an Order after 30 days.
- Flexible workers may not solicit the removal of reviews from their Hirers through mutual cancellations or contact.

## TOP-RATED FLEXIBLE WORKERS

- Top Rated Flexible workers are chosen automatically using Nomad Now algorithms and at Nomad Now's discretion, manually, by Nomad Now editors through an ongoing review process based on:
  - ✓ Price at which Orders are concluded (and repeated).
  - ✓ Volume of Orders.
  - ✓ Extremely high Ratings.
  - ✓ Exceptional customer feedback.
  - ✓ High Order completion rate.

Top rated Flexible workers can gain access to Higher Nomad Now search result prominence.

- Top Rated Flexible worker eligibility is monitored and evaluated by Nomad Now to ensure quality standards and that Nomad Now expectations are maintained. Top Rated Flexible workers who do not maintain their high-quality Service through a material drop in Ratings or Service Delivery which may be evidenced by (for example) not delivering on time, increased cancellation rate or violations of Nomad Now's Terms & Conditions, risk losing their Top rating and associated benefits.

## CORRESPONDENCE BETWEEN HIRER AND JOBSEEKER

- **Once a Hirer places an Inquiry for Flexible or Permanent worker Services, the Hirer and Jobseeker can correspond regarding their Order to address specific items through their Order Correspondence Inbox.**
- **Hirers selectively engage (Inquire, Interview, Order or Correspond) with Flexible and Permanent workers.**
- **Jobseekers can engage Hirers by applying for Job Ads and then receiving correspondence from Hirers.**
- Jobseekers may not use Correspondence to materially alter their Services or as an opportunity to 'sell' diverse, unrelated, or different Orders to the Hirer. Nomad Now aims to protect Hirers from unsolicited and direct approaches and sales or marketing of any kind.
- Services provided through Changing Order Details or Amended Orders may also not violate Nomad Now's Terms & Conditions.

## AMENDING ORDERS – 2 SCENARIOS

### BEFORE ACCEPTANCE OF ORDER:

- Up until the Order has been Accepted, Hirers do have the ability to modify the Order by clicking '**Modify Order Details**' or '**Change Inquiry Details**' on the Order Details page. Note that the current Order will be cancelled, and an entirely new Order will commence.

### AFTER ACCEPTANCE OF ORDER:

- If the Order has already been **Accepted**, the Hirer may **Amend an Order** (which behind-the-scenes amounts to creating a completely new Order and closing the original Order). How can this be achieved?
  - ✓ Under **Order Details**, the Hirer simply needs to click **Amend Order** and the **Flexible worker Services page** will appear. The Hirer can place a new **Order** for Services with new Order Details.
  - ✓ Following the above **Amendment of an Order** (and consequent premature closing of existing Order), Nomad Now will generate notifications of Cancellation of the previous Order.

Services provided through Amending Existing Orders may not violate Nomad Now's Terms & Conditions and particularly may not be used to bypass the Nomad Now platform.

## HIRER TERMS OVERVIEW

### BASICS

- Nomad Now is designed to enable Hirers to search and/or advertise through Job Ads and selectively approach Nomad Now Professional Flexible workers and Permanent workers to secure their Services through an 'Order' either for a defined period or permanently.
- Recruitment Agencies who subscribe to Nomad Now, use the platform to search or place Job Ads for Jobseekers. Agencies do not make use of the platform Inquiry & Order processes but rather subscribe for access to agreed quantities of Jobseeker Profiles (including CVs).
- **Nomad Now is a marketplace platform for buying and selling of Professional Flexible worker & Independent Contractor Services as well as for recruiting of Permanent Staff.**
- We enable Hirers to connect directly with providers of Flexible worker Services and to transact for such Services. We assist and empower our Flexible workers by helping them offer their Services directly to a large Hirer base, and without their revenues being 'capped' by Labour Brokers or 'taken' by intermediaries.
- Hirers either **search or advertise** for specific Professional Flexible worker Services on Nomad Now using our search algorithms and then engage with selected / preferred Flexible workers to transact in Orders for such Flexible worker Services.
- Our search algorithms ensure that search results are personalised, adaptive, and unique for every Hirer. Hirers can make use of search criteria weightings to influence search results.
- **The entire offer, acceptance and Order completion process is performed through the Nomad Now platform.**
- Hirers may not offer directly or indirectly, payments to Flexible workers using payments or payment systems outside of the Nomad Now Order system. In other words – you may not bypass Nomad Now to make use of or gain access to Flexible worker Services offered on the Platform by transacting outside of Nomad Now.
- Hirers may request any Professional Flexible worker Service offered by any Flexible worker on Nomad Now.

## VAT CHARGES

This paragraph applies to VAT registered Jobseekers located in countries in which VAT charges are required to be made for a Flexible worker's services. In such cases, the fee charged by the Flexible worker to a Hirer in the same country will be 'plus VAT' where applicable. A VAT compliant invoice will be provided to Hirers. The same applies to other jurisdictions where Nomad Now is legally obligated to apply VAT charges.

## TRANSACTIONING ON NOMAD NOW

### BASICS – PLACING ORDERS FOR JOBSEEKERS

- Hirers transact on a Jobseeker's Profile Page using the **Submit an Inquiry** button on the Services page.
- This section does not apply to Agencies. **Recruitment Agencies make use of the platform for our Search feature but do not make use of our Inquiry & Order processes.**
- In summary, the transacting process is as follows:
  - ✓ Hirer either conducts a **Search** or places a **Job Ad** for a Flexible or Permanent Jobseeker.
  - ✓ Hirer expresses interest in a Flexible worker or Permanent worker by clicking on **Submit an Inquiry**.
  - ✓ Hirer fills in the **Inquiry** (which is non-binding between Jobseeker and Hirer)
  - ✓ Hirer reviews the Order before clicking on **Submit Inquiry**.
  - ✓ Jobseeker responds with '**Pre-Approve Inquiry**', '**Correspond**' or '**Reject Inquiry**'
  - ✓ If the Jobseeker approves the Inquiry, the **Interview feature** becomes available for the Hirer to request an Interview(s) with the Jobseeker and auto-add Interview to Calendar.
  - ✓ Hirer and Flexible or Permanent worker reach consensus on the terms of the Order.
  - ✓ Hirer is given another opportunity to review and check that all Order details are correct and then ticks **Place Order**, indicating agreement to the Order terms offered to the Jobseeker.
  - ✓ Jobseeker **Accepts the Order**.
  - ✓ The Order acceptance process is then concluded and is '**Open**' pending '**Commencement of Order**', i.e.: when Jobseeker commences delivering Flexible or Permanent Services at the agreed **Starting Date**.
- Late payments by Hirers will result in Flexible workers receiving their Revenues late and this is contrary to both the spirit and the letter of Nomad's Terms & Conditions with our Hirers. As revenue collection periods are so critical to Flexible workers (particularly as individuals or small businesses), we assist in collections of their Revenues by invoicing on their behalf. We do not guarantee collections of Order revenues from Hirers.
- You may not offer or encourage Flexible workers to pay or make payment using any method other than through the Nomad Now platform or to Nomad's dedicated account for such Flexible worker payments. In case you have been asked to use an alternative payment method, please report it immediately to Customer Services [here](#).
- To protect against fraud, unauthorized Orders (such as money laundering), claims or other liabilities, we do not collect credit information. We are not exposed to the payment information provided to our payment vendors and this information is subject to the Privacy Policy applicable to the payment vendor. Please see our **Privacy Policy** fully set out in our FAQ.
- Once an Order is Accepted (i.e.: Jobseeker accepts the Hirer Order), the Order will be created and given a unique **Nomad Now Order Reference number (NUM)**.
- Flexible workers signify completion of their Services using the **Request Completion and Verification of Order button** (located on the Order Page).
- Use of the **Request Completion and Verification of Order button** may not be abused by Flexible workers to circumvent Order guidelines described in this Terms & Conditions.
- Using the **Request Completion and Verification of Order button** when an Order was not fulfilled may result in a cancellation of that Order and a subsequent Review that will negatively affect the Flexible worker's rating and may also result in a warning to Flexible worker and possible removal from the Nomad Now platform.
- An Order is complete after the Flexible worker ticks **Request Completion and Verification of Order** AND the Hirer ticks **Order Completed & Verified**.

- An Order will be automatically marked as Complete even if the Flexible worker is not rated (on the Flexible worker Services provided) by the Hirer (provided that no request for modification by the Hirer was submitted) 72 hours after marked as Complete by the Flexible worker by sending a **Request for Completion and Verification of Order** to the Hirer.
- We encourage our Hirers and Flexible workers to try and settle issues or possible disputes amongst themselves.
- Nomad Now provides tips in FAQs on possible issues of disagreement that may arise between Flexible worker and Hirer. In respect of issues or disputes both Flexible worker and Hirer have agreed to be bound by the Nomad Now Terms & Conditions which are freely available and evident under **Conflict and Resolution Tips** in our FAQ.
- Nomad Now does not provide a dispute resolution service or give advice on disputes or their resolution and may not be held accountable or responsible for any disagreement, loss, or damage to either the Flexible worker or Hirer in making use of Nomad Now and/or through or related to transactions between Flexible workers and Hirers. Jobseekers accept and agree in advance that they may not lodge any form of claim or redress against Nomad Now in respect of disputes between Jobseekers and Hirers.

If you encounter illegal or non-authorized usage of the Nomad Now platform, users can contact Nomad Now **Customer Services** at [info@nomadnow.co](mailto:info@nomadnow.co)

## ACCEPTANCE OF ORDERS & DELIVERY OF SERVICES

- When a Hirer places an Order for a Flexible worker or Permanent worker's Professional Services, the Flexible worker or Permanent worker is notified by email as well as notifications on the platform through Inbox located under the menu on the left-hand side of the screen, while logged into his/her account.
- In response to an **Inquiry**, Flexible workers or Permanent workers may be asked by the Hirer to provide information on the Hirer's specific Service requests via **Order Correspondence**.
- Most information relevant to Hirer requests should already be visible to Hirers in the Flexible worker's Profile when the Flexible worker completes the information required to complete his/her Profile.
- After completion of a Flexible worker Services Order, Flexible workers must indicate completion using the **Request Completion and Verification button** (located on the [Flexible worker Order Page](#)).
- In some Orders that comprise or require the 'delivery' of documents, spreadsheets, media, or other files, these will be attached and sent to the Hirer using the Upload function in the **Order Correspondence**. After such upload, the Flexible worker will then click 'Request Completion and Verification of Order' for the Hirer to approve.

## PAYMENT METHODS BY HIRERS

There are several ways Hirers can pay for Services on Nomad Now. Choose the option which best suits you.

Below are the payment methods currently available on Nomad Now. We hope to expand these in due course, especially when the financial world frees itself from expensive card-linked forms of payment.

**Nomad Now Hirer online payment methods – simply click on the relevant link/URL on your Nomad Now invoice:**

- **Pay via EFT.**
- **Pay via Wise in USD.**
- **Pay via electronic EFT through the trusted Sage Pay payment gateway integrated into our Nomad Now platform (South Africa only).**

**Note that in all instances, Order Revenues are paid by Hirers to Nomad Now before being transferred to the Flexible worker.**

### Using Sage Pay (South Africa):

You can connect your Sage Pay account as a saved payment method, to make payment faster, without having to fill-in your credentials every time.

## CANCELLATION OF ORDERS

We have set out below, the Nomad Now **standard cancellation terms that apply between Flexible workers and Hirers**. Note that Hirers and Flexible workers are free to agree on different cancellation terms if they record such terms on the platform (e.g.: Use Inbox Correspondence or upload such terms in a document / contract on the Hirer “Contracts” page).

**NOTE: CANCELLATION OF ORDERS APPLIES ONLY TO ORDERS FOR FLEXIBLE WORKERS. PLATFORM CANCELLATION OF PERMANENT EMPLOYMENT OFFERS ONCE ACCEPTED BY THE JOBSEEKER, IS NOT POSSIBLE OR PROVIDED FOR BY THE PLATFORM.**

### A - CANCELLATION PRIOR TO COMMENCEMENT OF ORDER:

Either Flexible worker or Hirer may cancel an Order for any reason:

- ✓ Within 48 hours of **Acceptance of Order** (by Hirer and Flexible worker) in the case of an Order up to 30 days in duration; or
- ✓ Within 7 days of **Acceptance of Order** (by Hirer and Flexible worker) in the case of Orders over 30 days in duration.

### B - CANCELLATION AFTER COMMENCEMENT OF ORDER

Either Flexible worker or Hirer may cancel an Order for any reason:

- ✓ **Within 48 hours of Commencement of an Order** (by Hirer and Flexible worker) in the case of an Order up to 30 days in duration; or
- ✓ **Within 7 days of Commencement of an Order** (by Hirer or Flexible worker) in the case of an Orders over 30 days in duration.

In the above instances *Hirers* will still incur the Nomad Now fee, despite the cancellation of the Order by the Hirer. If the Flexible worker cancelled the Order, the Hirer would not incur the Nomad Now placement fee. Such cancellations could have a negative effect on the cancelling party's rating.

### C - WHAT HAPPENS WHEN AN ORDER IS CANCELLED?

If an Order for a Flexible worker is cancelled (for any reason), any revenues collected by Nomad Now from the Hirer flowing from that Order, but not yet paid to the Flexible worker due to the Cancellation, will be credited to the Hirer's account and held over for future Orders or, on request by the Hirer be refunded by Nomad Now to the Hirer:

- ✓ Less any applicable Nomad Now fee; and
- ✓ Less the applicable Flexible worker Notice pay payable in lieu of Notice at the option of the Hirer (i.e.: either 48 hours or 7 days depending on whether the Order was for a period of up to 30 days or longer than 30 days).

Should an Order for a Flexible worker be cancelled for any reason, neither party will have any further rights and/or obligations with regards thereto, except for those rights and/or obligations that survive its termination, such as an obligation to pay the Flexible worker for services rendered or goods delivered.

Hirers will still incur the Nomad Now fee, despite cancellation of an Order by the Hirer. If the Flexible worker cancelled the Order, the Hirer would not incur the Nomad Now fee.

*Note that Cancellations will have a negative effect on the Flexible worker or Hirer's respective rating if they were the cancelling party.*

## D - MUTUAL CANCELLATION – NOTE: APPLICABLE TO FLEXIBLE WORK TRANSACTIONS ONLY

- ✓ Nomad Now also enables Hirers and Flexible workers to mutually cancel an Order at any time after commencement of the Order.
- ✓ The above mutual cancellation option requires Hirers and Flexible workers to act in good faith. The mechanism may not be used as a method of bypassing the Nomad Now Platform and if users misuse it to achieve this end, Nomad Now may disqualify such users from using the Platform as well as seeking to recover lost income from both parties and users agree that this may be on a joint and several liability basis.
- ✓ *We like to regard mutual cancellation as a crucial and open-minded freedom between Flexible worker and Hirer but note that prevailing Labour Legislation may override any contractual rights agreed to between the Flexible worker and Hirer and such risk is borne purely by the contracting parties to the Order, which are Hirer and Flexible worker.*
- ✓ Both parties (Flexible workers and Hirers) use the platform knowing and accepting in advance that they may benefit from and rely on such flexibility that such terms would provide and that this mutual understanding will boost Flexible worker transacting between providers and takers of Professional Services.
- ✓ We encourage a way of working together where buyers and sellers of services exercise a degree of 'meeting halfway' via mutual consent in terms of allowing the other party to withdraw from an Order.
- ✓ Hirers may use the Order Correspondence Inbox feature during the Service Delivery period, to communicate issues to the Flexible worker, if the Flexible worker Service Delivery does not match the Flexible workers' description of their Services on the Flexible worker Profile or if the Flexible worker Service provided does not match the requirements sent by the Hirer to the Flexible worker as described in the Order.
- ✓ Hirers reversing or attempting to reverse a payment through their payment provider or bank are in violation of these Terms & Conditions. Doing so may result in the Hirer account being temporarily disabled to investigate possible security violations.
- ✓ Nomad Now reserves the right to cancel Orders or place funds on hold for any suspected fraudulent Orders made on the platform.
- ✓ If an Order is cancelled (for any reason), the funds paid to Nomad Now on behalf of a Flexible worker for Flexible worker Services not yet delivered, will be refunded to the Hirer on request by the Hirer or failing that, held over and applied to the Hirer's next Order if sufficient to pay for the entire Order.

## PLATFORM NOTIFICATIONS & AUTOMATIC ORDER CANCELLATIONS

Automatic Order cancellations may be applied by Nomad Now in certain circumstances for quality control and fairness purposes.

**Note:** Nomad Now notifies users of activity on their account. This is usually Platform Notifications or activity (correspondence) generated by Hirers, Flexible workers, or Permanent workers. It is **essential that users respond to such notifications as soon as possible** to increase probability of successful Orders and to use the Platform effectively and to maintain a high Response Rate and Rating.

- ✓ **Inactivity Notifications:**
  - ✓ Messages sent but Unseen:
    - If a **platform Notification** remains 'unseen' for 12 hours, the recipient will receive Standard Push notifications after 12 hours, every 24 hours for 7 days or until the Notification is viewed.
  - ✓ Messages sent and Seen:
    - If a **platform Notification** has been 'seen' but not responded to, the recipient will receive Standard Push notifications after 12 hours, every 24 hours for 7 days or until a response is provided.
- ✓ **Correspondence between users:**
  - ✓ Users are advised by the Platform when they receive correspondence from another user. If such correspondence remains 'unseen' after 12 hours, they will receive Standard Push notifications to read such correspondence every 24 hours for 3 days.

- ✓ **Approval of Inquiries and Order Notifications:**
  - ✓ Where an Inquiry or Order has been made by a Hirer for a Flexible worker or Permanent worker and the recipient of Platform **Inquiry or Order Notifications** does not respond within 12 hours, the Platform sends reminder Standard Push notifications for 7 days, drawing the attention of the party to respond to the Inquiry.
  - ✓ If, after the above 7-day period, the recipient has still not responded to the Platform Notification, the **Inquiry or Order will be cancelled**. *Note: such lack of response does affect your rating.*
  
- ✓ **Orders Already placed:**
  - ✓ Nomad Now sends Standard Push notifications every 24 hours for 3 working days. If the user does not reply within 72 hours (excluding weekends) of that period, they are emailed to inform them that if they do not reply within 5 working days, the Order will be cancelled.
  
- ✓ **Cancellation of Active Orders** (after Order Acceptance but before the Flexible worker completes the Service):
  - ✓ The Flexible worker is a Late Start and unresponsive for more than 48 hours after the Order is marked as Late (not in beta version). In these instances (until our next version is released) the Hirer should contact us at [help@nomadnow.co](mailto:help@nomadnow.co) alerting us to this issue or use the online Chat visible on-screen.
  - ✓ Users are abusive towards the other party through threats of low Ratings or other leverage against each other.
  - ✓ Flexible workers supplied or included copyright/trademark infringing materials as part of their delivery of the Hirer requirements.
  - ✓ The user is no longer an active Nomad Now user due to Terms & Conditions violations or closure of their account.
  
- ✓ **Cancellation of Completed Orders** (after the Flexible worker clicks **Request Completion and Verification of Order** and before the Order is marked by the Hirer as **Order Completed & Verified**):
  - ✓ The Flexible worker attempts to extend the Delivery due date to complete the requested Service without providing the final delivered Service to Hirers.  
*Note: Multiple reported offences will result in permanent suspension of your account.*
  - ✓ The Flexible worker requests additional payments, on or off the Nomad Now platform, by withholding the final Delivery of Services directly related to the agreed requirements.
  - ✓ The Flexible worker is withholding final Delivery of Services for improved Flexible worker Ratings.
  - ✓ Hirers who abuse the Request Revisions function to gain more Services from Flexible workers beyond the agreed requirements.
  - ✓ Hirers who threaten to leave a damaging review to gain more Services from the Flexible worker not related to the agreed requirements.
  
- ✓ **Cancellation of Orders Verified as Completed Orders** (after the Flexible worker clicks **Request Completion and Verification of Order** and Hirer has clicked **Order Completed & Verified** and before the 72-hour limitation):
  - ✓ Users who have been reported to use copyright/trademark infringing materials after verification and with proof.
  - ✓ Note: Terms of Commercial use are found on the [Flexible worker's Profile Page](#) and cannot be retrospectively included once the Order is completed.
  - ✓ Nomad Now Customer Services will review cases of Order Delivery manipulation that prevent Hirers and Flexible workers from fully utilizing our Customer Services that enabled the Order to be marked as complete.

*Note: cancellations in the above instances will negatively affect such user's rating.*

## REFUNDS

- Nomad Now does not automatically refund Hirer payments made for cancelled Orders. Hirer funds held by Nomad Now in respect of Order cancellations, and not due to the Jobseeker, are held by Nomad

Now as a credit for the Hirer and are available for future Orders on Nomad Now. Such cancellation must be legitimate (the Hirer is not in breach of the Platform terms relating to cancellations and bypassing of the Platform) and the Order correctly cancelled. Any such Hirer funds not due and paid to the Flexible worker will, on request by the Hirer be refunded to the Hirer (less Nomad Now's fee) in the form of an account credit to be used in future Orders. The Hirer's total balance can be found next to their username on the top menu in the right corner or the [Hirer Dashboard page](#).

- Additionally, when an Order is cancelled, Hirers may in some cases, no longer retain the rights to use any of the Services or the items delivered to them (if applicable). All transfer and assignment of intellectual property to the Hirer shall be subject to full payment for the Order and the Services delivered by the Flexible worker may not be used if payment is cancelled for any reason.
- To prevent fraud and abuse, we limit the total amount of times users can request a payment provider refund from their account. This is subject to review by our Customer Services team. Such refunds may be subject to an additional fee. If any processing fees were added at the time of purchase to create a new Order, the processing fee portion of that payment will not be refunded.

## HIRERS INVITING OWN TALENT

Nomad Now brings convenience to Resourcing teams, enabling all Jobseekers to be stored online and all Recruitment processes to be conducted in one place, from Sourcing to obtaining hiring permissions, to offer and acceptance.

We created an easy-to-use **'Invite Talent'** feature that enables Hirers to send quick invitations online but also records and recognises Hirer introduction of Talent. Why? Hirers qualify for lower fees when Ordering Talent which they introduced. This fee reduction applies for a period of 9 months from date of activation of such Talent and fee rate is agreed with Nomad Now ([admin@nomadnow.co](mailto:admin@nomadnow.co)) on request.

The 'Invite Talent' feature is located in the left menu of the Hirer profile.

## NOMAD REWARDS FEATURE

### What are Nomad Rewards?

Nomad Rewards have been created to encourage growth of the platform and to make more Flexible and Permanent workers aware of the benefits of using Nomad Now. We incentivise existing users to introduce additional Jobseekers to the platform.

Our Nomad Rewards sharing feature is extremely simple to use. Just copy and share your unique (Flexible or Permanent worker) referral code to start earning referral fees from your friends' Orders. Our platform records all introductions of successfully introduced Jobseekers by Nomad Now users.

### How do I introduce Jobseekers to Nomad Now?

Sharing is easy. Just copy your referral code into your preferred social media platform or use our auto-email function. Just go to your Profile and see the 'Share and Rewards' page in the left column.

Your referral fees will apply to Orders, successfully completed by your introduced Jobseekers, signed off by the Hirer and paid for by the Hirer to Nomad Now. To preserve confidentiality of Order values, your incentive fees are calculated using a machine-generated random percentage ranging between 17% to 21% of platform fees (excl VAT) earned by Nomad Now from Hirers in the instance of Flexible Worker Orders and ranging from 11% to 15% on Nomad Now Fees (excl VAT) earned from Hirers on Permanent Worker Orders. In the unlikely event that Nomad Now grants a refund to the Hirer for the affected Order performed by the introduced Jobseeker, such refund will proportionately reduce the applicable incentive reward.

### Additional terms:

- Note that the incentive terms and conditions may be subject to change from time to time by Nomad Now.

- The current version of the Nomad Rewards incentive enables Nomad Jobseekers to earn Nomad Rewards on all Order periods completed by your successfully introduced Jobseekers by 31 May 2025.
- Nomad Rewards will be paid out to registered Nomad Now Introducers monthly, at month-end, following the month in which the Nomad Now fee(s) was received from the Hirer for that Order (i.e.: we perform 1 payment batch per month).
- The cost of Nomad Rewards is borne by and is for the cost of, Nomad Now, and not for Hirer cost.
- MAKE SURE THAT YOUR FRIENDS AND CONTACTS ONLY SIGN UP USING THE NOMAD NOW REFERRAL LINK or EMAIL MECHANISM PROVIDED IN YOUR PROFILE!
- Any direct signups onto Nomad Now and previously signed-up Jobseekers will not qualify as introduced Jobseekers by the Introducer for the purpose of Nomad Rewards.
- Remember that Nomad Now is a platform for professionals only, i.e.: Jobseekers conducting work that requires deep technical specialist skills and training. Nomad Now reserves the right to remove signed-up Jobseekers whom it deems inappropriate for the platform.
- Ensure that your bank account details are up to date on your Profile, as Nomad Now will auto-transfer referral fees only to the bank account listed on your Nomad Now Talent Profile. We cannot engage in correspondence regarding other payment methods or accept otherwise provided bank details.

## USER CONDUCT & PROTECTION

Nomad Now maintains a friendly, community-spirited, and professional environment. Users should maintain and respect that spirit while using the Nomad Now platform. This section relates to the expected conduct users should adhere to while interacting with each other on Nomad Now and with the Platform itself.

To report a violation of our Terms & Conditions, User Misconduct, or inquiries regarding your account, please contact our **Customer Services team** [here](#).

We care about your privacy. **Our Privacy Policy is set out in full in our FAQ** and is incorporated as part of these Terms & Conditions by reference.

### PRIVACY & PERSONAL INFORMATION

To protect our users' privacy, certain sensitive Jobseeker personal details (such as bank account details) are kept anonymous to other Platform users.

Requesting or providing email or other contact addresses, Skype/IM usernames, telephone numbers or any other personal contact details to communicate outside of Nomad Now to circumvent or abuse any Nomad Now messaging systems or the Nomad Now platform is not permitted.

Once a Hirer has placed an Order or Inquiry and the Flexible or Permanent worker has accepted such Order, the Hirer may request that the Flexible or Permanent worker reveal relevant confidential information to the Hirer *for the purposes of the Hirer implementing the Order*. For example, the Flexible worker or Permanent worker may be called upon to provide employment-related or other contractual documentation for the Order (or following the Order) to perform necessary and allowable credibility checks on the Flexible worker.

Any necessary exchange of personal information required to commence or continue a Service may be exchanged through the **Correspondence Inbox** between Hirer and Jobseeker.

You indemnify Nomad Now against any claim by any third party or user, arising from or in connection with your processing of personal information obtained from the Nomad Now database.

Nomad Now does not provide any guarantee of the level of Service offered to Hirers or Jobseekers. We also provide no warranty with respect to the Jobseeker Services, their delivery, and any communications between Hirers and Jobseekers. We encourage users to take advantage of our rating system, our community and to apply common sense in choosing appropriate Jobseeker Services offerings.

By offering a Service, the Jobseeker undertakes and guarantees that he/she has appropriate skills, experience, ability, permissions, rights and/or licenses to provide the Services offered on Nomad Now. Jobseekers offering their Professional Services online must comply with Nomad Now Terms & Conditions. Failing to do so may result in removal of the Professional Services and may lead to the suspension of Jobseeker's account.

Nomad Now does not provide protection for users who interact outside of the Nomad Now platform. All information and file exchanges must be performed exclusively on Nomad Now's platform.

## GENERAL

Rude, abusive, improper language, or violent messages sent to users will not be tolerated and may result in an account warning or the suspension/removal of your account. Nomad Now reserves the right to put any account on hold or permanently disable accounts due to breach of our Terms & Conditions or due to any illegal or inappropriate use of the platform or Services brought to our attention. Users with disabled accounts will not be able to make use of Nomad Now.

Users who have violated our Terms & Conditions and had their account disabled may contact our [Customer Services](#) team for more information surrounding the violation and status of their account. Users must be able to verify their account ownership through Customer Services by providing documents, identification and correspondence that prove ownership of that account to the satisfaction of Nomad Now.

## **YOU UNDERSTAND AND AGREE THAT IF YOU USE NOMAD NOW AFTER THE DATE ON WHICH THE TERMS & CONDITIONS HAVE CHANGED, NOMAD NOW WILL TREAT YOUR USE AS ACCEPTANCE OF THE UPDATED TERMS & CONDITIONS.**

Further, Nomad Now will post notice of updates to Terms & Conditions that are visible to you on logging in to Nomad Now and by doing so, you agree to have been properly notified of such updated Terms & Conditions and that by continuing, you accept such updated Terms & Conditions.

Uploaded Content ('UC') by Nomad Now users refers to the content added and/or uploaded by users of Nomad Now in contemplation of or arising from or out of the performance of their work with a Hirer. All UC uploaded to Nomad Now by Hirers and Flexible workers is not reviewed or screened by Nomad Now. You agree with the above and you agree that inappropriate content may be removed or disabled at Nomad Now's discretion.

## Restrictions

- Users with the intention to (or who have the effect of) defame competing Flexible workers or Hirers will have their reviews / comments removed or further account rating related actions determined by review by our Customer Services team
- Users may not spam or solicit previous Hirers or Flexible workers to pursue removing/modifying reviews or cancelling Orders that do not align with Order Cancellation or Feedback policies or to solicit additional Services.

## Reporting Violations

If you come across any content that may violate our Terms & Conditions, you should report it to us through Customer Services as outlined in our Terms & Conditions. Cases are reviewed by **Customer Services**. To protect individual privacy, the results of the investigation are not shared.

## Violations

Users may receive a warning on their account for violations of our Terms & Conditions or any user misconduct reported to **Customer Service**. A warning will be sent to the user's email address and will be displayed for such user on the Platform. Warnings do not limit account activity but can lead to your account losing Flexible worker ratings or becoming permanently disabled depending on the extent and severity of the violation.

## NON-PERMITTED USAGE

**Adult Services & Pornography:** Nomad Now does not allow any exchange of adult-oriented or pornographic materials and Services.

**Inappropriate Behavior & Language:** Communication on Nomad Now should be friendly, constructive, and professional. Nomad Now condemns bullying, harassment, and hate speech towards others. We allow users a medium for which messages are exchanged between Flexible or Permanent Jobseekers and Hirers and, a structure to rate Orders. We value such feedback and comments to further improve our offering.

**Phishing and Spam:** Nomad Now takes the matter of its members' security seriously. Any attempts to publish or send malicious content with the intent to compromise another member's account or computer infrastructure is strictly prohibited. Respect our members' privacy by not contacting them for commercial purposes outside of the intents and purposes of Nomad Now.

**Privacy & Identity:** You may not collect, download, publish or post other people's private and confidential information except as contemplated in the normal usage of the Platform. Any personal information exchange required for the completion of a Service must be provided within an Order and via Order Correspondence. Flexible or Permanent Jobseekers further, confirm, that whatever information they receive from the Hirer, which is not public domain, shall not be used for any purpose whatsoever other than for the delivery of the work to the Hirer and will be treated as confidential. Any users who engage and communicate outside of Nomad Now will not be protected by our Terms & Conditions.

**Fraud / Unlawful Use:** You may not use Nomad Now for any unlawful purposes or to conduct illegal activities. Your listing on Nomad Now will be cancelled if we suspect illegal activities on your account(s).

**Note concerning fraud:**

*Users should be aware of scams and suspicious usage such as requests for upfront deposits or 'registration fees'. Such requests or payments are not part of the Nomad Now procedures. In addition, Jobseekers should conduct research on Hirers before accepting work from such Hirers, to satisfy themselves that, for example, the Hirer is who they say they are and not 'passing themselves off' as a well-known company.*

## ABUSE AND SPAM

**Multiple Accounts:** To prevent fraud and abuse, users are limited to one active account. Any additional account determined to be created to circumvent guidelines, promote competitive advantages, or mislead the Nomad Now community will be disabled. Mass account creation may result in disabling of all related accounts. Note: any violations of Nomad Now's Terms & Conditions are cause for permanent suspension of all accounts.

**Selling Accounts:** You may not buy or sell Nomad Now accounts.

## CAN NOMAD NOW CANCEL MY ACCOUNT?

Nomad Now may cancel, deactivate, or suspend a user's account.

An account may be temporarily deactivated due to low response rate, acceptance rate or poor reviews. To reactivate your account in these instances, steps will be outlined in an email sent to you advising you of the account cancellation or deactivation.

Nomad Now periodically reviews accounts and assesses whether any accounts should be deactivated to uphold high standards and our undertaking to users in the Nomad Now Community. We may also deactivate accounts due to breaches of our Terms & Conditions. Nomad Now may deactivate, suspend your account, and/or prevent your access the Nomad Now platform.

Pending Orders or even Orders already accepted may be cancelled by Nomad Now. We may advise Hirers that an Order has been cancelled and if appropriate, we may refund (credit) a Hirer in full, from a particular Flexible worker's revenue, regardless of the cancellation terms agreed between Flexible worker and the Hirer.

## CAN I CANCEL MY ACCOUNT?

Users may cancel their account(s) at any time. Nomad Now's rights in terms of pre-existing processes such as introductions, Inquiries and Orders endure beyond cancellation.

Go to 'Settings' in your Jobseeker Profile and click on the 'Delete Account' button.

Delete Account

 Permanently delete account data

## DISCLAIMER

YOUR USE OF THE NOMAD NOW PLATFORM, ITS CONTENT AND ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE IS DONE AT YOUR OWN RISK AND IS PROVIDED ON AN 'AS IS' BASIS, WITHOUT ANY WARRANTIES OF ANY KIND, EITHER

EXPRESS OR IMPLIED. NEITHER NOMAD NOW NOR ANY PERSON ASSOCIATED WITH NOMAD NOW MAKES ANY WARRANTY OR REPRESENTATION WITH RESPECT TO THE COMPLETENESS, EFFECTIVENESS, SECURITY, RELIABILITY, QUALITY, ACCURACY OR AVAILABILITY OF THE APP OR WEBSITE OR TO THE ONGOING VIABILITY OF THE PLATFORM. WE ARE AN INDEPENDENT START-UP AND SELF-FUNDING AT THIS STAGE.

## LIMITATION OF LIABILITY

NOMAD NOW, ITS AFFILIATES, SERVICE PROVIDERS, EMPLOYEES, AGENTS, OFFICERS OR DIRECTORS WILL NOT UNDER ANY CIRCUMSTANCES BE LIABLE FOR DAMAGES OF ANY KIND ARISING OUT OF OR IN CONNECTION WITH THE USE, OR INABILITY TO USE OR CONTINUE TO USE NOMAD NOW, INCLUDING DAMAGES OF A SPECIAL OR CONSEQUENTIAL TYPE, INCLUDING BUT NOT LIMITED TO, LOSS OF PROFITS, LOSS OF DATA, AND WHETHER CAUSED BY DELICT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT OR OTHERWISE.

## UPDATES TO TERMS & CONDITIONS

AS A DIGITAL PLATFORM, NOMAD NOW REVISES ITS TERMS & CONDITIONS REGULARLY. BY USING THIS PLATFORM, YOU ARE ASSUMED TO REGULARLY REVIEW SUCH TERMS TO ENSURE THAT YOU UNDERSTAND AND ACCEPT THE GOVERNING USAGE OF THIS PLATFORM. NOMAD NOW WILL NOT APPLY NEW TERMS RETROSPECTIVELY.