



WELCOME TO NOMAD NOW

TERMS & CONDITIONS

BACKGROUND

WHAT IS NOMAD NOW?

Nomad Now is a web-based recruitment platform created to enable a faster and much more cost-effective method of interaction and transacting between Clients and flexi-workers and between Clients and Candidates (permanent staff).

Sellers of Professional Services (including Freelancers, Independent Contractors or Consultants) and buyers of these Services (Clients) transact directly online.

In these Terms & Conditions, for convenience, we shall use the term 'Freelancer' to include all forms of flexi work (e.g.: Freelancer, Independent Contractor or Consultant).

Nomad Now fees for Freelancer Services are 4% and 5% for Permanent placements of Candidates. This is ground-breaking in the industry and enables Clients to achieve up to 70% cost savings.

On the Nomad Now platform, Clients search or advertise for and analyze Freelancer and Candidate profiles, make approaches and engage online directly with Freelancers and Candidates in order to engage their Services. Clients use Nomad Now to fulfill their skills requirements for roles, tasks or projects or even to employ Candidates on a permanent basis.

Freelancers and Candidates on Nomad Now set their own prices for their Professional Services. **Clients search using Nomad Now's predictive and powerful search and choice of filters or make use of our Client Job Ads which also effectively match the most relevant applicants to Ads.**

Our Freelancers, Candidates and Clients agree online to contractual terms between themselves relating to when, where and how the Freelancer's or Candidate's specialist Services will be made available to the Client. Our users do so on an arms-length 'service provider-to-customer' basis. Nomad Now is not a party to such Transactions or Orders except insofar as to protect our rights to our fees.

Note that the Nomad Now platform is designed for Clients to source Candidates, Independent Contractors, Consultants & Freelancers 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!

The platform is not designed or intended to suit all work-seekers.

WHY NOMAD NOW?

The answer is huge cost and time savings.

Clients using Nomad Now have a need for critical on-demand skills that are often required at short notice. We enable Clients to access skills quickly, predictably and very cost effectively. Our fees are disruptively low and enable Client savings of up to 70%.

Our advanced search algorithms ensure that Client search results are highly relevant and effective and can be personalised for every client. Our Job Ads enable Clients to post ads for flexible or permanent staff and select a required 'match' with Freelancer or Candidate Profiles (e.g.: 80%-100). This is a huge time-saver.

Clients can also customise profiles of their ideal Freelancers by changing our applicable search criteria weightings. We apply Client weightings to rank their search results.

Clients value our deep knowledge of specialist recruitment and our access to Paton Personnel's extensive advice and networks built up over 22 years.

Independent Contractors, Consultants and Freelancers (let's call them all 'Freelancers' for ease of use) benefit from our ability to make them visible to Clients. Freelancers are also attracted by Nomad Now's revenue admin and collection assistance. Freelancers have traditionally struggled with Clients that may pay late or even never, despite repeated requests for payment for their Freelancer Services. *'It's your business!'*TM

Nomad Now is neither a jobs platform, job aggregator, nor a labour broker. We are a recruitment online marketplace.

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

Freelancers appreciate that the Nomad Now platform is an integral tool that can assist their efforts as a sole proprietorship or small business. We create a platform for Clients to search for and buy Freelancer Services, increasing Freelancer visibility to top companies who require *flexible or permanent* Professional Services. Importantly, our assistance in revenue collection for Freelancers can improve Freelancer's revenue collection times and reliability of payment.

In addition, we enable Clients to hire Freelancers or Candidates as permanent staff *all on one platform* and at ground-breaking low fees of 4-5%.

NOMAD NOW BENEFITS TO CLIENTS:

- Enormous cost and time-savings.
- No registration fees or ongoing monthly fees.
- Choice of how to engage skills. Hire Freelancer Services or employ Permanent candidates.
- 4% fees for Freelancers Services. 5% fees for permanent placement of Candidates. Up to 70% savings.
- Seamless enablement of on-demand skills supplied by skilled Professional Freelancers.
- Control search 'matches' and 'weight' search filter criteria.
- Place Job Ads or Service Ads and set required 'match' against Freelancer or Candidate Profiles.
- Speed-to-transact – transact for professional services *within a few clicks*.
- Intelligent and adaptive searches - search results can be personalised and unique for every Client.
- Approach only Freelancers or Candidates you choose to approach. No piles of CV's to deal with. Avoid unwanted approaches from applicants.
- Load your own Job Specs and our algorithms automatically find matches to Freelancers and Candidates that fit the Job Spec. Choose your own level of match required.
- 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 3rd party agencies.
- Clients often move their Freelancers onto Nomad Now to ease their administration burdens.
- Nomad Now is useful as an admin vehicle for Interns and Grads applying to Clients, Clients often 'push' all Grad and Intern applicants to our platform.

NOMAD NOW BENEFITS TO FREELANCERS:

- No registration fees or ongoing monthly fees.
- 'Visibility'! Nomad Now enables Clients to 'see' Freelancers and Candidates and their skills. *We bring Clients to you!* At our low fee levels, you are assured that Clients prefer the Nomad Now platform.

- Freelancers are approached by Clients with short-to-medium term Orders for their Professional Services. Candidates are approached for permanent positions (at no cost to the Candidate).
- Freelancers have the freedom to accept, reject or negotiate Orders for their Services.
- Freelancers choose which to Clients and on what terms they would like to provide their Services.
- We have eliminated the middleman. Freelancers and Candidates decide on the Price for their Services to be paid by Clients. *Nomad Now does not mark-up your Prices.*
- *'It's your business!'*[™]. Freelancers can be self-employed and work for a variety of Clients or, if they prefer, they can commit their time to one client.

- Freelancers can supply their Services on terms that are flexible (working regime, hours, office location, time off). A better way of life!
- Freelancers can create professional Teams and offer team skills to Clients.
- Simplicity of transacting.
- Outsourced administration – Nomad Now invoices Clients and assists Freelancers with revenue collections.
- Reduced stress of non-payment or late payment by Clients.
- Nomad Now also enables temp-to-permanent placement of Freelancers.

DEFINITIONS RELATING TO FREELANCING & CONTRACTING

Note that throughout our platform we use the flexi-worker terms 'Freelancer', 'Consultant' and 'Independent Contractor' interchangeably. As a user, please be aware that the words are at times used by Clients '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 FREELANCER 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 client or various clients for an assignment or project.

The Freelancer enters into a contract directly with the Client in an 'Order' for Freelancer 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 Freelancer and Client 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 clients to break this mould and to deploy talent in a transparent manner.

Freelancers may work with multiple Clients 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. They may be contracting themselves out, and thus reporting their own taxes or they may be on the client's payroll, with the client deducting pay-as-you-go taxes where required.

Nomad Now is suitable for both Freelancers 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 Freelancers who have a small business that is two to three employees, whether trading as a sole proprietorship, partnership or corporate entity. This is achieved through our '**Freelancer Teams**' functionality. Note that it is critical that Freelancers are seen by Clients as individuals and not as companies whose employees may come and go. A Freelancer's success is largely driven by his/her reputation and the Platform ensures that the Freelancer Service provided is inextricably linked to the Freelancer him/herself.

ARE FREELANCERS, 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 other information provided in relation to employment and employment law.

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

Where Freelancers 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 Independent Contractors to be employees, but Freelancers can still be deemed employees if certain criteria are met.

By using Nomad Now, Freelancers contract directly with Clients in respect of their Services. Nomad Now is merely the facilitating platform that enables Clients to view Freelancer Profiles, engage with and transact online directly for their Services.

Nomad Now also assists with the collection of Freelancer revenues from Clients.

IS NOMAD NOW A LABOUR BROKER?

No, Nomad Now is a web-based platform that facilitates direct contact and transactions between Clients and Freelancers for the purchase of Freelancer services. We do not employ Freelancers, nor do we create the expectation of employment. We further, do not create any expectations of employment between Clients and Freelancers. Our Freelancers and Clients accept this upfront by using Nomad Now.

Nomad Now acts as Payment Agent between Client and Freelancer.

Nomad Now does not in any way represent that Freelancers will be treated as or qualify as employees or will benefit from any employee rights or protections whatsoever now or in the future from freelancing through Nomad Now.

A NOTE ON TAXATION

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

Nomad Now does not express, imply or adopt any opinion on tax-related conditions that may apply to Freelancers or Clients or between Freelancers and Clients. Both Freelancers and Clients should seek their own advice on all tax-related issues and especially on the nature of the relationship between Freelancer and Client that pertains to their specific Freelancer / Client 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 (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, you fully accept and agree to be bound by and abide by our Terms & Conditions (and all updates) and our Privacy Policy, found here 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.

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.

Nomad Now may make changes to its Terms & Conditions from time to time and at any time. When these changes are made, Nomad Now will make a new copy of the Terms & Conditions available on our platform landing page.

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 FAQ document.

Acceptance of an Order occurs when a Freelancer or Candidate accepts an Order placed by a Client.

Ads are Job Ads or Service Ads used by Clients to attract applicants that meet the Client's required Job or Service Spec 'match' by Freelancer or Candidate Profiles.

An Accepted Order is the Transaction or agreement concluded between a Client and Freelancer for the provision of Freelancer Services to the Client or between a Client and Candidate for the employment of a Candidate at the Client.

An Amended Order is used when Client and Freelancer or Candidate wish to alter terms of a Freelancer Services or Permanent Placement Order, once an Order has been Accepted (i.e.: is Open)

Cancellation is a request to cancel an Order and can be initiated by either Client or Freelancer. Either Freelancer or Client may cancel an Order 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.

Candidates are users, registered on the Nomad Now Platform or App and who offer their Professional Services to Clients on a permanent (i.e.: employment) basis. Candidates may also offer Freelancer Services on Nomad Now.

A Client is a registered Nomad Now Client user who can Order and make use of Freelancer or Permanent Placement Services on Nomad Now. Clients are users who search for and purchase any of the above Services (transact) through their access to and use of the Nomad Now platform.

Collection Fees, Payment fees or Payment Agent fees are the fees charged by Nomad Now to Clients and Freelancers for assistance in Freelancer revenue payment and collection and related admin services.

Commenced Orders are Orders that have reached their Start Date.

Commissions are recruitment placement fees charged by Nomad Now to Clients for the temporary or permanent placement of a Freelancer. Recruitment Commissions only apply to permanent placements. Candidates placed in permanent positions do not pay any Nomad Now fees.

Dashboards: the Freelancer Dashboard is on the [Freelancer Home page](#) and the Client Dashboard is on the [Client Home Page](#). The Dashboard is the landing page and includes 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 Freelancers and Clients.

Freelancers, Independent Contractors and Consultants are Freelancer, Independent Contractor or Consultant users, registered on the Nomad Now Platform or App and who offer Professional Freelancer Services to Clients. The terms Freelancer, Independent Contractor and Consultant are used loosely and interchangeably in the Platform to represent flexi workers. For convenience, we shall use the term Freelancers in this Platform.

Freelancer Profile Page is where the Freelancers and Candidates describe their Professional Services, skills and qualifications, prices, working preferences and related requirements and where the Client may Order their Professional Services.

Freelancer Services are Professional Services offered by Freelancers, Independent Contractors or Consultants on Nomad Now.

Inbox Order Correspondence enables Clients and Freelancers to clarify items and issues related to the Order before or during an Order.

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

Instant Orders are Orders placed by Clients where the Freelancer has enabled the Client to place an Order for Freelancer Services without any negotiation required. This function allows for very fast and effective placing and accepting of Orders!

Job Ads or Service Requests refers to our powerful and unique method of enabling Clients to place Adverts on Nomad Now that we automatically 'match' to appropriate Candidates and Freelancers. Clients set their own 'percentage match' requirement.

Nomad Now Order Reference Number (NUM) is a unique reference number assigned to each Order that 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 Open Order is an Order that has been Placed by a Client and Accepted by the Freelancer.

An Order in Nomad Now terminology means a Transaction related to or for Freelancer Services agreed to between Freelancer and Client. It represents an agreement between a Client and Freelancer(s) to purchase Freelancer Services. Terms include:

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

An Order may also be for the permanent placement of a Candidate in the employ of the Client.

An Order Inquiry is an expression of interest expressed by a Client in a Freelancer or Candidate by clicking on Order Inquiry on a Freelancer or Candidate's Profile. It is the 1st step in Clients commencing Order proceedings. Such Order Inquiries are not binding between Client and Freelancer or Candidate. Note that Order Inquiries do create rights for Nomad Now related to protection of introductions of Freelancers and Candidates, to Clients.

Professional Services are Services offered on Nomad Now's Platform by Freelancers and Candidates to Clients. For example, the offering of legal advisory, accounting, forensic investigating, business analysis or C# software development Services to a Client. The list of Freelancer Services that may be offered is very broad, but all Services are specialist and professional services.

Ratings: Freelancers are awarded ratings (1 – 5 Nomad Now Stars) by Clients on Completion of their Order, based on inputs by their Clients. Clients also earn ratings, based on Freelancer feedback on Orders.

Reviews: Clients and Freelancers provide Reviews by commenting on their overall Order experience.

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

Revenues are the monies Freelancers earn, paid by Clients, for Completed Orders and are paid to Freelancers via Nomad Now, nett of platform charges for acting as Payment Agent. Candidates do not earn Revenues on Nomad Now – on successful Order for their Services, they become permanent employees of Clients.

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

Teams may refer to Teams of Freelancers, who jointly offer Services to Clients under the leadership of a Team Leader or to Client Teams, consisting of an Account Manager and Additional Users who can transact on behalf of the Client.

Teams may also refer to Teams at Clients. A Client Account Manager may appoint and authorise team members with varying authority and budget to Transact on the platform.

Transactions: Freelancers sell their professional Services to Clients in transactions called Orders. Candidates are employed by Clients in Orders.

OVERVIEW OF MAIN TERMS

- Only registered users may transact on Nomad Now.
- Registration is free.
- Freelancer Services on Nomad Now are offered at any price set by the Freelancer.
- Clients search and select their preferred provider(s) of selected Freelancer Services.
- Clients place Orders for Freelancer Services, which, when accepted by Freelancers, become binding contracts. Clients also make offers of Permanent Employment to Candidates and Freelancers.
- **Users are prohibited from by-passing the Nomad Now platform in any attempt to avoid platform charges.**

ORDERS:

- Orders are created by Clients through the [Services Page](#) found on a [Freelancer's Profile](#).
- Freelancers must fulfill their service obligations (contained in their Order by the Client).
- Cancelling Orders will affect Freelancers' reputation and rating.
- Freelancers earn Ratings based on their performance and reputation. Higher ratings could provide benefits, including higher attainable prices for their Services and repeat business.
- **Users may not offer or accept payments using any method other than placing an Order through Nomad Now.**
- **Users agree not to by-pass Nomad Now in respect of Nomad Now Freelancers and Candidates and not to approach or contact (for the defined protection period set out below), directly or indirectly, Nomad Now Freelancers, Candidates or Nomad Now Clients, resulting in a loss of revenues to Nomad Now.**
- Clients are granted all rights in respect of the delivered Freelancer Services unless otherwise specified by the Freelancer on their Freelancer Profile Page and specifically agreed with the Client. Note: some Freelancers charge additional payments for Commercial Use Licenses.

COMMENCEMENT AND COMPLETION OF ORDERS:

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

When a Freelancer completes the Order, they click **Request Completion and Verification of Order**. The Client is notified and has 72 hours to mark the **Order as Completed & Verified**, *failing which the Order will autocomplete*. Freelancers and Clients have 30 days within which to provide feedback or edit feedback.

NOMAD NOW FEES:

- **APPLICABLE TO FREELANCER ORDERS:**

- ✓ Nomad Now charges Clients a payment agent fee (commission) of 4% of the Order value (plus VAT) on the purchasing of Freelancer Services (i.e.: on an Order).
- ✓ Nomad Now acts as Payment agent and aids Freelancers with collection services and charges Freelancers a 4% (plus VAT) fee for this assistance in revenue collection, acting as a Payment Agent. Nomad Now deducts this fee from Freelancer revenues collected from Clients on behalf of Freelancers, before transferring revenues to Freelancers. Such fee also covers related services provided by Nomad Now, such as invoicing and Payments.
- ✓ Guarantees
 - Nomad Now does not provide any guarantee in respect of a Freelancer's Order with the Client and shall not be liable for any loss, damage or injury to person, business or property of the Client from whatsoever cause, arising directly or indirectly from any act or omission of a Freelancer introduced by Nomad Now.

➤ **APPLICABLE TO PERMANENT PLACEMENTS:**

- ✓ Fees
 - A placement fee payable by the Client to Nomad Now for the introduction to and permanent placement of a Freelancer or Candidate at the Client shall be earned by Nomad Now upon the commencement of the Freelancer's permanent employment with the Client. The fee shall comprise 5% of the Permanent Placement 'Order' Price (i.e.: total cost-to-company remuneration), plus VAT.
- ✓ Payment Terms
 - Payment terms applicable to Clients for such permanent placements are 30 days from date of invoice.
- ✓ Guarantees
 - Nomad Now does not provide any guarantee in respect of a Freelancer's placement with the Client and shall not be liable for any loss, damage or injury to person, business or property of the Client from whatsoever cause, arising directly or indirectly from any act or omission of a Freelancer introduced by Nomad Now.
- ✓ Note in respect of on-placements
 - In instances where a Client 'on-places' a Freelancer at a 3rd party on a permanent placement basis, such Client will be deemed to have employed the Freelancer permanently and the 5% Permanent Placement fee will be due to Nomad Now by the Client on the above 30-day payment terms.

➤ **RECOGNITION & PROTECTION OF NOMAD NOW INTRODUCTIONS OF FREELANCERS AND CANDIDATES:**

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

Note that the test as to whether Nomad Now was the trigger for the Client making use of the Freelancer Services or employment of the Candidate is this: *if the Client was not already in an actual recruitment process (e.g.: an interview) with such Freelancer or Candidate then the Client agrees that Nomad Now was the effective cause of the Client making use of the Freelancer Services or the employment of the Candidate and the Nomad Now fee will be due and payable by the Client.*

➤ **NON-SOLICITATION OF NOMAD NOW CLIENTS & FREELANCERS**

Nomad Now provides a valued service offering by enabling Freelancers and Candidates and their professional Nomad Now Profiles to be visible to Clients and by enabling Clients search for, engage with and transact for Freelancer Services and Permanent staff.

In return, to the extent consistent with SA law, Freelancers and Candidates shall not engage with or solicit a Nomad Now Client or accept a permanent or flexible role as a Candidate or Freelancer

respectively, directly with a Client, or a party introduced by such Client who was introduced to you by Nomad Now, for a period of one 9 months from the date of the introduction. The reciprocal obligation applies to Clients. Such Clients are obligated to pay Nomad Now the recruitment fee or payment agent fee applicable to such permanent or flexi-role introduction.

An introduction of a Candidate or Freelancer by Nomad Now to a Client shall be deemed to have occurred when such Candidate or Freelancer has initiated contact with a Client or when a Client has initiated contact with such Candidate or Freelancer 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 Freelancer and Client, the Client will receive a Freelancer invoice from Nomad Now on behalf of the Freelancer, for the use of the Freelancer Services. Such invoice will include Nomad Now's fee (plus VAT) due to Nomad Now by the Client.

Payment terms applicable to Clients 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 Client 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 Client in respect of the Freelancer Revenues, an invoice is automatically generated by Nomad Now and issued to the Freelancer, for Nomad Now payment agent and related services performed by Nomad Now on behalf of the Freelancer.

Payment terms applicable to Freelancers on such invoices are 'payment on invoice'. Nomad Now automatically and immediately deducts its Payment agent fees (plus VAT) on collection of Freelancer Revenues from Clients.

Note:

Freelancers and Candidates may not use the Nomad Now Inbox / Correspondence feature in any way to invoice Clients. Nomad Now acts as exclusive payment agent for users. Any attempt to avoid Nomad Now fees in this way could lead to de-registration of a Freelancer, Candidate and/or Client by Nomad Now as well as legal action for recovery of fees.

Note:

Nomad Now does not assume responsibility for Clients paying for Freelancer Services on time or at all. By making use of Nomad Now's payments and collections assistance for Freelancers, we anticipate that Freelancers may be paid more reliably and, on average, faster than Freelancers invoicing and billing Clients directly but we make no guarantees in this regard and Freelancers and Clients acknowledge that they may not hold Nomad Now liable for any loss or damages of any nature related to collections and payments or non-payments.

PAYMENTS:

Freelancer revenues: Acting as payment agent, Clients make payments of Freelancer Order revenues to Nomad Now which receives Freelancer revenues on behalf of Freelancers and in the name of the Freelancer. Nomad Now will pay such revenues to Freelancers once received from the Client and by no later than the next applicable Wednesday, as long as a period of 48 hours has elapsed since receipt of Freelancer revenues from the Client. See details on timing of Payments from Clients and to Freelancers below.

Note that the above payment timing assumes that the Client and Freelancer 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 SA banking system clearance periods. Nomad Now cannot be responsible for any delays in payments from Clients or to Freelancers.

SUMMARY OF PAYMENT TIMING BY CLIENTS / TO FREELANCERS:

CLIENTS PAY MONTHLY FOR FREELANCER SERVICES RENDERED.

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

FOR ORDERS OF LONGER DURATION, ONGOING MONTHLY CLIENT 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 ASSISTS IN COLLECTING FREELANCER REVENUES ON BEHALF OF FREELANCERS AS THEIR PAYMENT AGENT AND TRANSFERS PAYMENTS TO FREELANCERS WHEN PAID BY CLIENTS AND WHEN DUE TO FREELANCERS. SUCH TRANSFERS TAKE PLACE ON WEDNESDAYS.

FREELANCER TERMS OVERVIEW

BASICS:

- Freelancers display their Professional Freelancer Services on Nomad Now to enable Clients to purchase their Services.
- Clients may customize their offers for Professional Freelancer Services.

- For each successful Order, on successful completion by the Freelancer, consequent payment by the Client and collection of revenues by Nomad Now, Nomad Now (acting as Payment Agent) transfers the Order revenues to the Freelancer after deducting Nomad Now's Payment agent fees of 4% (plus VAT).
- See our Orders section of this document for a definition of a Completed Order.
- If an Order is cancelled by the Client (for any reason), outstanding Freelancer Service revenues in respect of Services already delivered (up until cancellation) will be paid to the Freelancer by Nomad Now on the Wednesday following receipt of such funds from the Client.
- If there is an additional agreement regarding Notice Period Pay in the (optional and uploaded) Client Contract that amends or supplements the terms of the Order, the Notice Period pay agreed between Client and Freelancer, will also be paid on the Wednesday following receipt of such funds from the Client.
- A Freelancer's rating is calculated based on the performance reviews posted by Clients. High Ratings could enable Freelancers to quote higher prices and achieve more favourable Order terms. *It's your business!*™. Aim for top ratings through high performance
- For security reasons, Nomad Now may temporarily disable a Freelancer's ability to receive revenue to prevent fraudulent or illicit activity. This may occur due to deemed security issues, improper behaviour reported by Clients, or associating multiple Nomad Now accounts to a single withdrawal provider.

FREELANCER SERVICES

- Freelancers and Candidates list their Professional Freelancer Services on their **Services page** of their Profile.
- Freelancer 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 Freelancer Services;
 - ✓ Freelancer Services misleading to Clients;
 - ✓ Selling of goods.

- Freelancer Services that are removed for above-mentioned violations may result in the suspension of the Freelancer's account.
- Freelancer Services that are removed for violations are not eligible to be restored or edited.
- Freelancer Services may be removed from our Search feature due to poor performance and/or user misconduct as reported by Clients.
- Freelancer Services may contain an approved Professional Services Video uploaded onto their [Personal Gallery](#)
- Any statements on your Freelancer Profile Page that undermine or circumvent these Terms & Conditions are prohibited.
- Freelancer Services may be priced by Freelancers at any price at their discretion.

- Freelancers may offer their Services in structured formats with multiple prices per Professional Service (e.g.: Java development at R 650 per hour but c++ development at R 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 Freelancer, Candidate or Client in making use of Nomad Now and in transactions between Freelancers, Candidates and Clients. 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.

FREELANCER NON-DISCLOSURE

You guarantee that you are competent and qualified to properly carry out the Services that you undertake for, or offer to, Clients on this platform.

Should it, after a Client has placed an Order for you, be established that there has been material non-disclosure, misleading or incorrect information given by you to the Client which is of a material nature, you agree that the Client 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).

Should it, after a Client has placed an Order for your permanent placement, be established that there has been material non-disclosure, misleading or incorrect information given by you to the Client which is of a material nature, you agree that the Client reserves the right to terminate the placement 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).

FREELANCER RATINGS

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

- Nomad Now Freelancers earn ratings based on the Client's inputs on their performance, Client reviews and number of orders.
- Changes in Ratings are automatically updated after completion of each Freelancer Order and Client rating of the Freelancer.
- The Ratings that a Freelancer can achieve are 1-5 Nomad Now Stars. 5 Nomad Now Stars reflects a top-rated Freelancer.
- Feedback Reviews provided by Clients when Verifying a Completed Order are an essential part of Nomad Now's rating system. Reviews demonstrate the Client's overall experience with the Freelancers and their Service
- Feedback is weighted to achieve an overall rating calculated as follows:
 - ✓ Overall Delivery & Client satisfaction (50% weighting)
 - ✓ Demonstration of required technical skills (20% weighting)
 - ✓ Demonstration of required soft skills (20% weighting)
 - ✓ Accuracy of Freelancer's Nomad Now Skills Profile (10% weighting)
- Freelancers 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 Freelancer rating and the advantages that come with it. For example, late or inadequate or sub-standard Delivery or warnings to Nomad Now about the Freelancer's performance; and cancellations due to poor performance can cause a Freelancer to drop to a lower Rating.
- By signing up with and using Nomad Now, the Freelancer fully accepts Nomad Now's Rating methodology and agrees that he/she shall have no recourse of any nature against Nomad Now related to Freelancer's ratings.

- Clients are encouraged to communicate to the Freelancer any concerns experienced during their active Order regarding the Service provided by the Freelancer through the mechanism of the Order Inbox.
 - Client feedback given through Nomad Now's Rating functionality that accompanies the Client Rating of the Freelancer is a prerogative of a Client and at the Client'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 Clients.
 - Note that Ratings and Reviews are made by the Client after the Freelancer 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 Freelancer 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 Clients are publicly displayed on a Freelancer's Profile Page. Clients have the option not to include a (text box) Review of the Freelancer'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 Client and Freelancer. There is no option to provide feedback if an order is cancelled.
-
- Withholding by the Freelancer 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.
 - Freelancers may not solicit the removal of reviews from their Clients through mutual cancellations or contact.

TOP-RATED FREELANCERS

- Top Rated Freelancers 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 Freelancers can gain access to Higher Nomad Now search result prominence.

- Top Rated Freelancer eligibility is monitored and evaluated by Nomad Now to ensure quality standards and that Nomad Now expectations are maintained. Top Rated Freelancers 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.

ORDER CORRESPONDENCE BETWEEN CLIENT AND FREELANCER

- Once a Client places an Order Inquiry for Freelancer Services, the Client and Freelancer can correspond regarding their Order to address specific items through their **Order Correspondence Inbox**.
Note: Nomad Now is designed for Client-initiated contact only. We enable our Clients to accurately and selectively engage with Freelancers and Candidates whom they perceive as offering the preferred Service that the Client requires.
- Freelancers may not use the Correspondence to materially alter their Services or as an opportunity to 'sell' diverse, unrelated or different Orders to the Client. Nomad Now aims to protect Clients 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, Clients do have the ability to modify the Order by clicking **'Modify Order Details'** or **'Change Order 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:

- Alternatively, if the Order has already been **Accepted**, the Client 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 Client simply needs to click **Amend Order** and the **Freelancer Services page** will appear. The Client 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.

CLIENT TERMS OVERVIEW

BASICS

- Nomad Now is designed to enable Clients to search and/or advertise and selectively approach Nomad Now Professional Freelancers and Candidates to secure their Services through an 'Order' **either for a defined period or permanently.**
- Nomad Now is a platform for buying and selling of **Professional Freelancer & Independent Contractor Services** as well as for recruiting of **Permanent Staff.**
- We enable Clients to connect with providers of Freelancer Services and to transact for such Services. We assist and empower our Freelancers by helping them **offer their Services directly to a large Client base**, and without their fees being 'capped' by Labour Brokers.
- Clients either **search or advertise** for specific Professional Freelancer Services from Nomad Now Freelancers using our search algorithms and then engage with selected / preferred Freelancers to transact for such Freelancer Services.
- Our search algorithms ensure that search results are personalised, adaptive and unique for every Client. Clients 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.**
- Clients may not offer directly or indirectly, payments to Freelancers using payments or payment systems outside of the Nomad Now Order system. In other (more direct!) words – you may not bypass Nomad Now to make use of or gain access to Freelancer Services offered on the Platform, for example, by transacting outside of Nomad Now.
- Clients may request any specific Professional Freelancer Service from any Freelancer on Nomad Now.

VAT CHARGES

This paragraph applies to Clients located in South Africa. Where a Freelancer is VAT registered in South Africa, the fee charged by the Freelancer to the Client will be 'plus VAT' where applicable. A VAT compliant invoice will be provided to Clients. The same applies to other jurisdictions where Nomad Now is legally obligated to apply VAT charges.

TRANSACTING ON NOMAD NOW

BASICS

- Clients transact on a Freelancer's Profile Page using the **Submit an Order Inquiry** or the **Instant Order** button on the Freelancer Services page.
- In summary, the transacting process is as follows:

- ✓ Client either conducts a **Search** or places a **Job or Services Request Ad** for its preferred Freelancer or Candidate.
 - ✓ Client expresses interest in a Freelancer or Candidate by clicking on **Submit an Order Inquiry**.
 - ✓ Client completes the **Order Inquiry** (which is non-binding between Freelancer and Client) and is required to click Accept on the Nomad Now Terms & Conditions in order to proceed.
 - ✓ Client reviews the Order before clicking on **Submit Order Inquiry**.
 - ✓ Freelancer or Candidate responds with '**Pre-Approve Order Inquiry**', '**Correspond**' or '**Reject Order Inquiry**'
 - ✓ Client and Freelance or Candidate reach consensus on the terms of the Order
 - ✓ Client 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 displayed.
 - ✓ Freelancer **Accepts the Order**.
 - ✓ The Order is then concluded and is '**Open**' pending '**Commencement of Order**', i.e.: when Freelancer commences delivering Freelancer Services at the agreed **Starting Date**.
- Late payments by Clients will result in Freelancers receiving their Revenues late and this is contrary to both the spirit and the letter of Nomad's Terms & Conditions with our Clients. As revenue collection periods are so critical to Freelancers (particularly as individuals or small businesses), we assist in collections of their Revenues. We do not guarantee collections of Order revenues from Clients.
 - You may not offer or encourage Freelancers to pay, or make payment using any method other than through the Nomad Now platform or to Nomad's dedicated account for such Freelancer 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; but allow our payment vendors to collect information for collecting payments from Clients on the App for transferring payments to Freelancers on the App. 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** in our **FAQ**.
 - Once an Order is Accepted (i.e.: Freelancer accepts the Client Order Inquiry), the Order will be created and given a unique **Nomad Now Order Reference number (NUM)**.
 - Freelancers signify completion of Services using the **Request Completion and Verification of Order button** (located on the Open Order Page).
 - Use of the **Request Completion and Verification of Order button** may not be abused by Freelancers 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 Freelancer's rating and may also result in a warning to Freelancer and possible removal from the Nomad Now platform.
 - An Order is complete after the Freelancer ticks **Request Completion and Verification of Order** AND the Client ticks **Order Completed & Verified**.
 - An Order will be automatically marked as Complete even if the Freelancer is not rated (on the Freelancer Services provided) by the Client (provided that no request for modification by the Client was submitted) 72 hours after marked as Complete by the Freelancer by sending a **Request for Completion and Verification of Order** to the Client.
 - We encourage our Clients and Freelancers to try and settle issues or possible disputes amongst themselves.
 - Nomad Now provides tips in FAQ's on possible issues of disagreement that may arise between Freelancer and Client. In respect of issues or disputes both Freelancer and Client 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 Freelancer or Client in making use of Nomad Now and/or through or related to transactions between Freelancers and Clients. Freelancers and Clients accept and agree in advance that they may not lodge any form of claim or redress against Nomad Now.

If you encounter illegal or non-authorized usage of the Nomad Now platform, users can contact Nomad Now Customer Services [here](#).

ACCEPTANCE OF ORDERS & DELIVERY OF SERVICES

- When a Client places an Order for a Freelancer or Candidate’s Professional Services, the Freelancer or Candidate 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 **Order Inquiry**, Freelancers or Candidates may be asked by the Client to provide information on the Client’s specific Service requests via **Order Correspondence**.
- Most information relevant to Client requests should already be visible to Clients in the Freelancer’s Profile when the Freelancer completes the information required to complete his/her Profile.
- After completion of a Freelancer Services Order, Freelancers must indicate completion using the **Request Completion and Verification button** (located on the [Freelancer 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 Client using the Upload function in the **Order Correspondence**. After such upload, the Freelancer will then click ‘Request Completion and Verification of Order’ for the Client to approve.

PAYMENT METHODS BY CLIENTS

There are several ways Clients can pay for Services on Nomad Now. Choose the option which best suits you.
Note: Clients may transact with both South-African and non-South African Freelancers and Candidates.

The following are payment methods that may be used on Nomad Now:

Nomad Now Client online payment methods:

- **Pay via electronic EFT through the trusted Sage Pay payment gateway integrated into our Nomad Now platform.**
- **Pay via manual EFT (local and international).**
- **PayPal (this is now up-and-running in the beta version and ready for testing by users). This payment method can be used by Clients for payments to non-SA Freelancers.**

Note that in all instances, Order Revenues are paid by Clients to Nomad Now before being transferred to the Freelancer.

Using Sage Pay:

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**. Note that Clients and Freelancers are free to agree on different cancellation terms as long as they record such terms via Inbox Correspondence or upload such terms in a document / contract on the Client “Contracts” page.

A - CANCELLATION PRIOR TO COMMENCEMENT OF ORDER:

Either Freelancer or Client may cancel an Order for any reason:

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

B - CANCELLATION AFTER COMMENCEMENT OF ORDER

Either Freelancer or Client may cancel an Order for any reason:

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

In the above instances *Clients* will still incur the Nomad Now fee, despite the cancellation of the Order by the Client. In the event that the Freelancer cancelled the Order, the Client will 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 is cancelled (for any reason), any revenues collected by Nomad Now from the Client flowing from that Order, but not yet paid to the Freelancer due to the Cancellation, will be credited to the Client's account and held over for future Orders or, on request by the Client be refunded by Nomad Now to the Client:

- ✓ Less any applicable Nomad Now fee; and
- ✓ Less the applicable Freelancer Notice pay payable in lieu of Notice at the option of the Client (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 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 Freelancer for services rendered or goods delivered.

Clients will still incur the Nomad Now fee, despite cancellation of an Order by the Client. If the Freelancer cancelled the Order, the Client will not incur the Nomad Now fee.

Note that Cancellations will have a negative effect on the Freelancer or Client's respective rating if they were the cancelling party.

D - MUTUAL CANCELLATION:

- ✓ Nomad Now also enables Clients and Freelancers to Mutually Cancel an Order at any time after commencement of the Order.
- ✓ The above Mutual Cancellation option requires Clients and Freelancers 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 Freelancer and Client but note that prevailing Labour Legislation may override any contractual rights agreed to between the Freelancer and Client and such risk is borne purely by the contracting parties to the Order, which are Client and Freelancer.
- ✓ Both parties (Freelancers and Clients) 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 Freelancer 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.
- ✓ Clients may use the Order Correspondence Inbox feature during the Service Delivery period, to communicate issues to the Freelancer, if the Freelancer Service Delivery does not match the Freelancers' description of their Services on the Freelancer Profile or if the Freelancer Service provided does not match the requirements sent by the Client to the Freelancer as described in the Order.
- ✓ Clients 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 Client account being temporarily disabled to investigate possible security violations.
Note: once the Client has filed a dispute with its payment provider, the funds will be ineligible for a refund due to our obligations towards the Freelancer.
- ✓ 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 Freelancer for Freelancer Services not yet delivered, will be refunded to the Client on request by the Client or failing that, held over and applied to the Client'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 Clients, Freelancers or Candidates. It is **essential that users respond to such notifications as soon as possible** in order to increase probability of successful Orders and to use the Platform effectively and also 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 Order Inquiries and Order Notifications:**
 - ✓ Where an Order Inquiry or Order has been made by a Client for a Freelancer or Candidate and the recipient of Platform **Order 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 Order Inquiry.
 - ✓ If, after the above 7-day period, the recipient has still not responded to the Platform Notification, the **Order 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 Freelancer completes the Service):
 - ✓ The Freelancer 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 Client should contact us at 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.
 - ✓ Freelancers supplied or included copyright/trademark infringing materials as part of their delivery of the Client 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 Freelancer clicks **Request Completion and Verification of Order** and before the Order is marked by the Client as **Order Completed & Verified**):
 - ✓ The Freelancer attempts to extend the Delivery due date to complete the requested Service without providing the final delivered Service to Clients.
Note: Multiple reported offences will result in permanent suspension of your account.
 - ✓ The Freelancer requests additional payments, on or off the Nomad Now platform, by withholding the final Delivery of Services directly related to the agreed requirements.
 - ✓ The Freelancer is withholding final Delivery of Services for improved Freelancer Ratings.
 - ✓ Clients who abuse the Request Revisions function to gain more Services from Freelancers beyond the agreed requirements.

- ✓ Clients who threaten to leave a damaging review to gain more Services from the Freelancer not related to the agreed requirements.
- ✓ **Cancellation of Orders Verified as Completed Orders** (after the Freelancer clicks **Request Completion and Verification of Order** and Client 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 [Freelancer'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 Clients and Freelancers 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 Client payments made for cancelled Orders. Funds from Order cancellations are held by Nomad Now as a credit for the Client and are available for future Orders on Nomad Now.
- If an Order is legitimately (the Client is not in breach of the Platform terms relating to cancellations and bypassing of the Platform) and correctly cancelled, any Client funds not yet paid to the Freelancer will, on request by the Client be refunded to the Client (less Nomad Now's fee) in the form of an account credit to be used in future Orders. The Client's total balance can be found next to their username on the top menu in the right corner or the [Client Dashboard page](#).
- Additionally, when an Order is cancelled, Clients 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 Client shall be subject to full payment for the Order and the Services delivered by the Freelancer 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.

USER CONDUCT AND 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.

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. You can read our Privacy Policy [in our FAQ section](#). Our Privacy Policy is a part of these Terms & Conditions and incorporated herein by reference.

Basics:

- To protect our users' privacy, Freelancer personal details are kept anonymous.
- 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 Client has placed an Order or Order Inquiry and the Freelancer or Candidate has accepted such Order, the Client may request that the Freelancer or Candidate reveal relevant confidential information

to the Client *for the purposes of the Client implementing the Order*. For example, the Freelancer or Candidate 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 Freelancer. Examples of such information requests may include Tax Number or ID number.

- Any necessary exchange of personal information required to continue a Service may be exchanged through the **Correspondence Inbox** between Client and Freelancer.
- The Nomad Now platform contains personal information (as defined in the Protection of Personal Information Act, 2013 ('POPI')) belonging to and entered by users. Nomad Now does not warrant the correctness or accuracy of information entered by users on Nomad Now.
- Nomad Now is authorized by users (Freelancers and Candidates) to disclose their personal information to Clients for processing as defined in the above legislation. Users may not collect, store or use such personal information for any purpose and in any way contrary to such authorization by the users or legislation.

- **You agree to comply with privacy legislation in relation to any personal information that you obtain from the Nomad Now platform.**
- 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 Clients or Freelancers. We also provide no warranty with respect to the Freelancer Services, their delivery, and any communications between Clients and Freelancers. We encourage users to take advantage of our rating system, our community and to apply common sense in choosing appropriate Freelancer Services offers.
- By offering a Service, the Freelancer undertakes and guarantees that he/she has appropriate skills, experience, ability, permissions, rights and/or licenses to provide the Services that the Freelancer offers/ed on Nomad Now. Freelancers 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 Freelancer's account.
- **Freelancers hereby specifically consent to Clients making use of their personal information entered by such Freelancers for processing as defined in the above POPI legislation and to give effect to the stated purposes of the Platform.**
- 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.
- 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 Client. All UC uploaded to Nomad Now by Clients and Freelancers is not reviewed or screened by Nomad Now. You agree with the above and you agree that inappropriate or 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 Freelancers will have their reviews / comments removed or further account rating related actions determined by review by our Customer Services team
- Users must not spam or solicit previous Clients or Freelancers 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. You can review our Privacy Policy for more information.

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 Freelancer 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 Behaviour & 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 Freelancers and Clients 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 compromising another member's account or computer infrastructure is strictly prohibited. Please 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 publish or post other people's private and confidential information. Any personal information exchange required for the completion of a Service must be provided within an Order and via Order Correspondence. Freelancers further, confirm, that whatever information they receive from the Client which is not public domain, shall not be used for any purpose whatsoever other than for the delivery of the work to the Client 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.

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 in order to uphold high standards and also 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 Clients that an Order has been cancelled and if appropriate, we may refund (credit) a Client in-full from a particular Freelancer's revenues, regardless of the cancellation terms agreed between Freelancer and the Client. Nomad Now may also in these circumstances advise Clients of alternative Freelancers to carry out the Order(s).

Note that the Nomad Now platform is designed for Clients to source Candidates, Independent Contractors, Consultants & Freelancers 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!

DISCLAIMER

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