

# Site Usage Policy

This Site Usage Policy hereby incorporates by reference all terms, conditions rules, policies and guidelines on the Site, including the [SwiftTask Terms of Service](#) (“**Terms of Service**”). Capitalized terms not defined in this Site Usage Policy are defined in the Terms of Service.

This Site Usage Policy is effective as of April 23, 2011. Your continued use of the Site after such time will signify your acceptance of this Site Usage Policy. We reserve the right to modify the provisions in this Site Usage Policy without prior notice to you, so please check back often for updates.

## MEMBERSHIP POLICY

SwiftTask offers individual and business memberships for Freelancers. If you are an individual and will be the only person associated with your account, you may register as an individual Member or a business Member, free or paid. If your organization consists of more than one person, or if your service is operated or delivered by more than one person, you must register as a business Member, free or paid, and may not register as an individual Member.

## COMMUNICATION

SwiftTask encourages detailed and professional communication between Task Providers and Freelancers through the Site. You are required to log onto the Site to manage Tasks and use the Task Panels to maintain an electronic record of all written communication including clarifications and agreements around scope, deliverables, milestones, timeframes, price, feedback on deliverables, requests for revisions, acceptance of deliverables and completion of milestones. You must transcribe into the Task Panel all relevant emails, instant messages, telephone or in-person conversations between the Task Provider and the Freelancer to maintain a record. If there is a dispute, all written communication on the Site, including Task posting, bids, usage of the Terms and Change Order features, messages, and any communications transcribed to the Task Panel will serve as the record for resolution of the dispute. A communication that is not saved in or copied to the Task Panel cannot be submitted as evidence in the SwiftTask Arbitration Services process after a dispute is reported.

SwiftTask provides a designated space in the Freelancer profile to enter email address and telephone number. Freelancers must not enter contact information or solicit private communications in public messages, in Task descriptions, or sections of their SwiftTask profile outside of the designated Contact Information fields.

## POSTING INFORMATION AND CONTENT

You agree to provide true, accurate and complete information whenever you post any information or content on the Site (including but not limited to posting a request for Freelancer Services, providing a proposal for a posted Task, posting your profile and providing feedback). You agree to update such information whenever it changes. You agree to use good judgment when posting information, remarks or other content regarding other Users, Members, Task Providers, Freelancers, SwiftTask or any other third party. You understand that you may be held legally responsible for damages suffered by other Users, Members, Task Providers, Freelancers, SwiftTask or any third party as a result of legally actionable or defamatory comments, remarks or other information or content which you post to the SwiftTask Site. SwiftTask is not legally responsible for any remarks, information or other content posted or made available on its Site by any User or third party, even if such information or content is defamatory or otherwise legally actionable. SwiftTask is not responsible for and does not monitor or censor content for accuracy or reliability. SwiftTask reserves the right to remove or restrict access to any information, content or Task posted or made available on the Site in its sole discretion, or if ordered to do so by a court, or if SwiftTask considers such information or content to be in violation of the SwiftTask Terms of Service.

## POSTING IMAGES

You may post a thumbnail image on the Site to accompany your profile. All thumbnails must follow these common guidelines:

- You must own the image, or have a license to use, copy, and sublicense the image.
- The image must be professional.
- Please upload .jpg, .jpeg, .gif, or .png files. Animated .gif files are not allowed.

- The thumbnail may be left blank.

If you are an individual Member, then in addition to the common guidelines above, your thumbnail image also must follow these guidelines:

- The image must be a portrait that is a truthful representation of you (i.e. no stock photos, fakes, or logos).
- An avatar of reasonable likeness is acceptable.
- Group photos are not acceptable. Please remove other individuals from the photo.
- Very small images are not acceptable. You must be identifiable in the image, or reflect your logo clearly.

If you are a business Member, then in addition to the common guidelines above, your thumbnail image also must follow these guidelines:

- The image may be a logo, a portrait of you or your company, or a relevant piece of your work.
- If the image is a portrait, it must be a truthful representation (i.e. no stock photos or fakes).
- You must be identifiable in the image, or reflect your logo clearly.

## POSTING TASKS

As a Task Provider, when posting Tasks and selecting Freelancers, you agree to the following guidelines:

- Post Tasks with clear scope, well-defined deliverables and required time frames. Do not hesitate to contact [Customer Support](#) for assistance with posting a Task.
- Answer clarifying questions from Freelancers on the Task Board.
- Accept a bid only when it has a clear description of the work, well-defined deliverables, precise timeframes and payment terms.
- Evaluate multiple bids against criteria important to you, such as a Freelancer's work experience, education, portfolio, certifications, references, feedback from prior Task Providers, location, communication style and cost.
- Ask for the Freelancer's standard response times.
- Once you have selected a freelancer(s) for your Task, log onto the Site to manage the Taskplan using "My Active Tasks" section under "Tasks" tab.

## PROHIBITED TASK POSTINGS

You agree NOT to do the following when you post a Task or transmit information on the Site:

- Post any Task, submit any proposal, or otherwise use SwiftTask to transmit any content or conduct any transaction that would violate any applicable law or regulation in the U.S. and any other country.
- Post any Tasks that are fake posted without the intention to hire or complete the Task, or posted only to receive pricing information.
- Post any Tasks that offer commission or equity compensation.
- Post any Tasks that request free services.
- Post any Task, proposal, deliverable or transmit any content that infringes a third party's intellectual property rights, license rights, the terms and conditions of use of such third party's Web site or copyrighted materials or such third party's rights of publicity or privacy.
- Post any Task, proposal, or deliverable or transmit any content related to or containing any adult or sexually explicit material.
- Post Tasks related to bulk email or spam, including but not limited to bulk email hosting, scripts, active code, programs, proxies, lists and relay servers.
- Post any Task, submit any proposal that violates, or has the potential to violate, the integrity of academic and professional applications, tests and work, for example, by passing off the skills, ideas or words of another as one's own; using another's production or content without crediting the source; presenting as new and original, ideas or products derived from an existing source; presenting fabricated facts, persons or sources as real.

## PROHIBITED SITE ACTIVITIES

You agree NOT to do any of the following on the Site:

- Post false or misleading information about a product, service or service request.
- Post logos, seals or slogans from third parties on the Site unless such material is provided by SwiftTask or an SwiftTask partner, or you have received express written permission from SwiftTask to display such third-party logo, seal or slogan.
- Post or transmit any content that is profane, vulgar, racist, offensive, threatening, harmful, abusive, defamatory or disparaging.
- Post or transmit unprofessional or offensive comments about a User, Member, Freelancer, Task Provider, SwiftTask, or any third party.
- Suggest or solicit another User to contact you directly in order to buy or sell services outside of SwiftTask.
- Post or introduce software on the Site that: (i) is designed to disrupt, disable, harm or otherwise impede in any manner, including aesthetic disruptions or distortions, the operation of this Site or any other software, firmware, hardware, computer system or network (sometimes referred to as "viruses" or "worms"); (ii) would disable or impair this Site or any other software, firmware, hardware, computer systems or networks in any way where such disablement or impairment is caused by the elapsing of a period of time, exceeding an authorized number of copies, advancement to a particular date or other numeral (sometimes referred to as "time bombs," "time locks" or "drop dead" devices); (iii) would permit you or any other person to access this Site or any other software, firmware, hardware, computer systems or networks to cause such disablement or impairment or transmit information (sometimes referred to as "traps," "access codes," or "trap door" devices, or "spyware"); or (iv) which contains any other similar harmful, malicious or hidden procedures, routines or mechanisms which would cause such programs to cease functioning or to damage or corrupt data, storage media, programs, equipment or communications or otherwise interfere with operations.
- Access, tamper with or use non-public or non-authorized areas of the Site. Unauthorized individuals attempting to access these areas of the Site may be subject to prosecution.
- Tamper with postings of other Users, Members or SwiftTask.
- Solicit or gather any User's or Member's information available from the Site, such as other usernames, phone numbers and email addresses, for any commercial or business purposes or to transmit any unsolicited advertising, junk mail, spam or chain letters.
- Do anything which would create or impose an unreasonable or disproportionately large burden or load on the Site.
- Use robots, spiders, scrapers or other automated means to access information in our Site for any purpose without express written permission from SwiftTask.
- Frame or link to the Site except as permitted in writing by SwiftTask.
- Impersonate or misrepresent your affiliation with any person or entity.
- Require or request that a Freelancer deliver a free mock-up or proof of concept as part of a proposal submission or as a condition to consideration of a proposal.
- Repeat any action after you receive warning or request to desist from SwiftTask, whether or not that action is explicitly prohibited in the policies stated on the Site.
- Fail to respond to an email from SwiftTask regarding violation, dispute or complaint within two business days.
- Use the Site if you are not able to form legally binding contracts, are under age or are temporarily or indefinitely suspended from our Site.
- Take any action that may undermine the feedback or ratings systems (such as importing or exporting feedback information off the Site, or using feedback as an extortion mechanism).
- Copy, modify or distribute content from the Site, except for your own information and use, without the prior express written permission from SwiftTask.
- Select a Task Provider or hire a Freelancer on the basis of religion, sex or race.
- Violate a request by SwiftTask to not post Tasks deemed by SwiftTask in its sole discretion to be contrary to the interests of the Site or the SwiftTask User community.

## **PROVIDING SERVICES**

### **Registering to Provide Services**

If you wish to provide services through SwiftTask, you must complete the Freelancer registration process, and select a membership program. You agree to provide true, accurate, complete information and to update such information to maintain its truthfulness, accuracy and completeness. For purposes of your SwiftTask registration information, your true, accurate, complete location is the primary place from which your Freelancer Services are rendered. Misleading information about your location is not allowed on SwiftTask. At the beginning of your membership application, and from

time to time thereafter, your Account may be subject to verification as well as editorial and feedback reviews. SwiftTask can suspend or terminate your Account upon the discovery that any information you provided or posted is not true, accurate or complete, or as a result of other violations of the SwiftTask Terms of Service.

### **Bid Guidelines**

- As a Freelancer, you agree to follow these guidelines when you submit a bid:
- Provide bids only for Tasks that you are a good fit for and you can complete within the Task Provider's time frames.
- Help the Task Provider clarify his or her needs and fully develop the Task scope and deliverables.
- Set expectations that you can meet or exceed.
- Specify how plan changes will be handled.
- Submit a bid reflecting your understanding of the scope of the Task and the amount of time/effort you plan to commit in order to provide high Task Provider satisfaction.
- Inform the Task Provider of your time frame and committed response time.
- Submit a new bid when needed to reflect any changes to price or delivery date, prior to the end of the bid period.
- Not submit unreasonably low bid prices or test bids. If you wish to submit a bid but require more information about the Task, post a message in the Task Board area to request more information, indicating your assumptions regarding the Task scope in your bid and making explicit that you will update the bid once you receive more information.
- Not submit bids that are made with the intent to commit fraud.
- Not offer your services in exchange for good feedback or for free.

### **Task Fulfillment Guidelines**

You agree to the following Task fulfillment guidelines:

- Once you have been selected for a Task, log onto the Site to manage the Task and use the Task Panel to maintain an electronic record of all written communication between you and the Task Provider.
- Use the Task Panel to record your understanding of the scope, deliverables, milestones, time frames, price, feedback, revisions, schedule changes, vacation, availability, delays, acceptance of deliverables, and completion of milestones.
- Transcribe relevant emails, instant messages, telephone or in-person conversations between you and the Task Provider into the Task Panel to maintain a record of what is agreed.
- If there is a dispute, the data that you enter on the Site and the contents of the Task Panel will constitute the sole and exclusive record of facts and evidence for resolution of the dispute.
- Inform the Task Provider if a committed deliverable will be missed, offering an explanation and proposing a revised date.
- Inform the Task Provider if you will be unavailable for more than one business day.
- Respond promptly, within 1 business day, to all Task-related communication, whether from the Task Provider or from Swifttask.

### **Audit Provisions and Record Keeping**

Unless you are using SwiftTask Milestone Payment System, and for a period of one year after accepting each Task, you agree to keep and maintain complete and accurate records related to the Freelancer Services that you perform for your Task Provider, including the service description, the bid and payment terms, and information on all repeat or follow-on Freelancer Services performed for each Task Provider originated on SwiftTask. If questions arise regarding services rendered, work performed or fees due to SwiftTask, you agree to provide copies of these records and other relevant documentation to SwiftTask within 20 days of SwiftTask's request.

## **RATING AND FEEDBACK SYSTEM**

Always leave objective balanced feedback about the Users with whom you have transacted. You acknowledge and agree that the Site contains public feedback from Users with whom you have transacted. You acknowledge that feedback results for you may consist of comments and ratings left by other Users and that SwiftTask may calculate a composite feedback number based on these individual ratings. Freelancers agree to be rated by Task Providers along several criteria, as

determined by SwiftTask. SwiftTask provides its feedback and rating system as a means through which Users can express their opinions publicly, and SwiftTask does not monitor or censor these opinions or investigate any remarks posted by Users for accuracy or reliability unless a User brings the posting to SwiftTask's attention. You may be held legally responsible for damages suffered by other SwiftTask Users or third parties as a result of your remarks if a court finds that your remarks are legally actionable or defamatory. Under federal law, SwiftTask is not legally responsible for any feedback or comments posted or made available on this Site by any Users or third parties, even if that information is defamatory or otherwise legally actionable.

- You agree to report violations or abuses of our rating and feedback system immediately and agree not to take any actions that undermine the integrity of the feedback system, including but not limited to the following:
- Leaving feedback for yourself, using a secondary username or another Member's username.
- Leaving fake or inaccurate feedback for another User or Member.
- Soliciting other SwiftTask Members to leave fake or inaccurate feedback.
- Threatening to leave negative feedback to induce another User or Member to perform a task not required by the Member Contract.
- Withholding deliverables or funds required by the Member Contract to induce another User or Member to leave positive feedback or no feedback.
- Feedback solicitation such as offering to sell or buy services in exchange for good feedback, trading feedback undeservedly or buying feedback.

In order to protect the integrity of the feedback system and protect Users from abuse, SwiftTask will investigate and has the right (but is under no obligation) to remove posted feedback or information under the following scenarios:

- It seeks to elicit or solicit any User's contact information, such as other Users' email addresses, for any non-SwiftTask related commercial or business purposes, or to transmit any unsolicited advertising, "junk mail," "spam," or "chain letters."
- It contains language that is profane, vulgar, or racist or contains adult material. Insulting or inflammatory feedback is strongly discouraged will be removed.
- It is shown to have been left by any User who is in violation of SwiftTask's Eligibility requirements, or by or for a User who has conducted any fraudulent transaction.
- It is not directly related to transactions conducted through SwiftTask.
- It makes any reference to actions taken or purported to be taken by SwiftTask or any law enforcement organization.
- SwiftTask is provided with a ruling or settlement agreement from a valid and certified Arbitration Services service, or is provided with a court order finding that the feedback or information posted is slanderous, libelous, defamatory or otherwise illegal.
- The User who posted the feedback or information provided SwiftTask with false contact information during the transaction period (as verified by SwiftTask) and cannot be contacted by SwiftTask.
- The User who posted the feedback or information is participating in an SwiftTask transaction with the intent of leaving feedback as part of a campaign to harass SwiftTask member(s) (as verified by SwiftTask).
- The User who posted the feedback or information informs SwiftTask that it was intended for another User and posts the feedback or information for the appropriate User. This does not apply to feedback that was mistakenly marked negative instead of positive or vice versa, in which case the User can issue a support ticket.

## CONTACT US

If you wish to report a violation of the Terms of Service, have any questions or need assistance, please contact SwiftTask Customer Support as follows:

**Web Support:** <http://www.swifttask.com/support>

**Email:** [support@swifttask.com](mailto:support@swifttask.com)

**Phone:** +971 2 622 2345

**Fax:** +971 2 622 2567

(Sun-Thu, 10 am – 5 pm Abu Dhabi, Muscat (GMT+4:00))

**Online help topics:** <http://www.swifttask.com/help>