



## **“JOBZ” TERMS & CONDITIONS**

These Terms and Conditions ("Agreement") govern the use of the Jobz website ("Website"), owned and operated by Jobz B.V. ("Company"). By accessing or using the Website, you agree to be bound by these Terms and Conditions. If you do not agree with any part of these Terms and Conditions, please refrain from using the Website.

### **1. Definitions**

- "Jobz": Refers to the online platform and website operated by the Company.
- "Service Provider": Refers to an individual or entity offering services on the Jobz platform.
- "Service Acquirer": Refers to an individual or entity seeking services through the Jobz platform.
- "User": Refers to any individual or entity using the Jobz platform.
- "Job": Refers to a specific task or service posted by a User on the Jobz platform.
- "Jobbiez": Refers to digital tokens that can be purchased by a User on the Jobz platform to gain access to Job postings.
- "Proposal": Refers to an offer made by a Service Provider in response to a posted Job.

### **2. Services Offered**

- Jobz provides an online platform that enables Users to post Jobs and receive Proposals from Service Providers in various service categories, including but not limited to painting services, electrician services, cleaning services, catering services, beauty services, and entertainment services.
- Jobz does not provide any services directly and does not guarantee the quality, reliability, or suitability of any Service Provider or their services. Users are solely responsible for evaluating and selecting Service Providers and engaging in service transactions.
- More specifically: Jobz does not guarantee the availability, accuracy, or suitability of any Service Provider or their services and users should exercise their own judgment and due diligence.



### **3. User Obligations**

- Users must be at least 18 years old and have the legal capacity to enter into contracts.
- Users agree to provide accurate and up-to-date information during registration and while using the Jobz platform.
- Users are responsible for maintaining the confidentiality of their account information, including usernames and passwords.
- Users agree not to post any false, misleading, or fraudulent information on the Jobz platform.
- Users agree to comply with all applicable laws and regulations and industry standards while using the Jobz platform.
- Users acknowledge and agree that any interactions, negotiations, and agreements with Service Providers are at their own risk and discretion.

### **4. Job Posting and Proposal Process**

- Users may post Jobs on the Jobz platform, providing accurate details and requirements for the desired service.
- Service Providers may submit Proposals in response to posted Jobs, including relevant details, pricing, and timelines.
- Users have the sole discretion to accept or reject Proposals received from Service Providers.
- Users understand and agree that the Company does not endorse or guarantee the accuracy, completeness, or quality of Proposals.
- Users are responsible for communicating and negotiating with Service Providers regarding the terms and conditions of service agreements.
- Users are solely responsible for verifying the qualifications, licenses, insurance, and credentials of Service Providers before entering into service agreements.
- The Company does not act as an intermediary or agent in any service transaction between users and Service Providers.

### **5. Platform Usage and Conduct**

- Users agree to use the Jobz platform solely for lawful purposes and in accordance with these Terms and Conditions.
- Users shall not engage in any conduct that may disrupt, damage, or impair the proper functioning of the Jobz platform or infringe upon the rights of other Users or the Company.



- Users shall not upload, post, or transmit any content that is unlawful, offensive, discriminatory, defamatory, or violates any intellectual property rights or privacy rights of others. Respectful and professional interaction is key.
- Users shall not use any automated systems, bots, or software to access or interact with the Jobz platform, except for standard web browsers.
- Users are explicitly prohibited from engaging in fraudulent activities, such as submitting false Proposals or misrepresenting their qualifications.

## **6. Payment and Fees**

- The use of Jobz is free for Users to post Jobs and receive Proposals.
- Service Providers may be subject to fees or commissions for successfully completing services acquired through the Jobz platform. Such fees or commissions shall be disclosed separately and agreed upon between the Service Provider and the Company.
- Users have the option to purchase digital tokens, referred to as 'Jobbiez,' through the website's designated payment system. These Jobbiez can be used by users to gain access to and submit proposals for posted job opportunities on the platform. The availability, cost, and terms of acquiring Jobbiez shall be determined solely by the website and are subject to change at any time without prior notice. The website reserves the right to modify, suspend, or terminate the Jobbiez system, including the ability to purchase or use Jobbiez, at its discretion. Users understand and acknowledge that Jobbiez hold no monetary value outside of the website and cannot be redeemed for cash or any other form of currency. The website is not responsible for any unauthorized use, loss, or theft of Jobbiez acquired by users.
- Jobbiez Value: 1 Jobbiez is equivalent to US\$ 1. Users will be charged to open the chat and connect with another (5 Jobbiez).
- Refunds: No refunds are applicable to Jobbiez. The credits will remain in the user's account until they are utilized.
- Future Modifications: In the future, the Company may introduce subscriptions and advertisements with fixed costs based on different packages. The Company reserves the right to adjust and update the terms accordingly with precise information.
- Jobbiez Purchase: Users have the option to purchase Jobbiez in denominations of 10, 20, 30, 40, and 50, with the credits being added to their account.



## **7. Intellectual Property**

- The Jobz platform and all its content, including but not limited to text, graphics, logos, and software, are the exclusive and sole property of the Company and are protected by applicable intellectual property laws and regulations.
- Users are strictly prohibited from reproducing, copying, modifying, distributing, displaying, transmitting, publishing, selling, licensing, creating derivative works, or using in any way, whether for commercial or non-commercial purposes, any Jobz content without obtaining prior express written permission from the Company. Any unauthorized use of the Jobz platform's content shall constitute a material breach of these terms and may result in legal action against the responsible party.

## **8. Limitation of Liability**

- The Company shall not be liable for any damages, losses, or claims arising out of or related to the use of the Jobz platform, including but not limited to direct, indirect, incidental, consequential, punitive, special, or exemplary damages.
- The Company disclaims any and all warranties, representations, or guarantees of any kind, express or implied, regarding the Jobz platform and its content. The Company does not warrant the accuracy, completeness, reliability, availability, timeliness, or suitability of the platform for any particular purpose.
- Users acknowledge and agree that they use the Jobz platform at their own risk. The Company shall not be responsible for any user-generated content or interactions between users on the platform. Users are solely responsible for verifying the accuracy, legitimacy, and authenticity of any information provided by other users or third parties on the platform.
- The Company disclaims all liability for any errors, omissions, interruptions, defects, delays, computer viruses, or any other harmful components related to the Jobz platform or its content. The Company does not guarantee that the platform will be free from any unauthorized access, data breaches, or security incidents.
- The Company shall not be responsible for any losses or damage resulting from the inability to access or use the Jobz platform due to technical issues, maintenance, upgrades, or any other reasons beyond its control.
- Users acknowledge that the Company is not responsible for any transactions, agreements, or disputes that may arise between users or between users and third parties on the platform. Users understand that the information and advice provided on the Jobz platform



do not constitute professional advice, and they should seek appropriate professional advice before making any decisions based on the platform's content.

- Users agree to indemnify and hold harmless the Company, its affiliates, officers, directors, employees, agents, and partners from any claims, losses, damages, liabilities, and expenses, including reasonable attorney fees, arising out of or related to their use of the Jobz platform or any violation of these terms by the users.

## **9. Modification and Termination**

- The Company reserves the right to modify, suspend, or terminate the Jobz platform or any part thereof at any time without prior notice. The company reserves the right to suspend or terminate user accounts or access to the Jobz platform for any violations of the Terms and Conditions or for any reason deemed necessary by the Company.
- The Company may update or modify these Terms and Conditions at its sole discretion. Users are responsible for reviewing the most current version of the Terms and Conditions regularly.

## **10. Privacy Policy**

Please view our [Privacy Policy](#).

## **11. Governing Law and Jurisdiction**

These Terms and Conditions shall be governed by and construed in accordance with the laws of Bonaire Sint Eustatius and Saba. Any dispute arising out of or in connection with these Terms and Conditions shall be submitted to the exclusive jurisdiction of the court of first instance of Bonaire.