

# Table of Contents

<b>Introduction and Definitions</b>	<b>3</b>
Definitions	3
<b>Scope of Services</b>	<b>3</b>
Service Categories	4
Project Specifications and Deliverables	4
Deadlines and Timelines	4
<b>Payment Terms and Fees</b>	<b>5</b>
Supported Payment Methods	5
Platform Fees	5
Invoicing and Payment Schedule	5
Payment Disputes	6
Refunds	6
<b>Intellectual Property Rights</b>	<b>6</b>
Ownership of Delivered Work	6
Licensing Rights	6
Freelancer Obligations	6
<b>Confidentiality and Data Privacy</b>	<b>7</b>
Confidential Information Handling	7
Data Protection	7
<b>Dispute Resolution</b>	<b>7</b>
Mediation	7
Arbitration	8
<b>Termination and Suspension</b>	<b>8</b>
Termination by Either Party	8
Termination for Cause	8
Suspension of Services	8
<b>Platform Responsibilities and Limitations</b>	<b>9</b>
Service Guarantees	9
Limitations of Liability	9
<b>User Conduct and Compliance</b>	<b>9</b>
Compliance Standards	9
<b>Amendments and Updates</b>	<b>10</b>
Notification of Changes	10





# Introduction and Definitions

This Freelancer Platform Agreement (the "Agreement") outlines the terms and conditions governing Acme, Inc's (referred to as "Client") use of the freelance platform provided by DocuPal Demo, LLC ("DocuPal"). This Agreement is effective as of August 9, 2025. It establishes the rights, obligations, and responsibilities of both DocuPal and the Client.

## Definitions

For the purposes of this Agreement, the following terms shall have the meanings set forth below:

- **Client:** Refers to Acme, Inc, a business entity located at 3751 Illinois Avenue, Wilsonville, Oregon - 97070, USA, that utilizes the Platform to engage Freelancers for Projects.
- **Confidential Information:** Means any non-public, proprietary information disclosed by one party to the other, either directly or indirectly, whether in writing, orally, or by inspection of tangible objects.
- **Deliverables:** The specific work products or results that a Freelancer is required to provide to the Client as outlined in a Project agreement.
- **Freelancer:** An independent contractor who provides services to the Client through the Platform.
- **Platform:** The online freelance marketplace and associated services provided by DocuPal Demo, LLC, located at 23 Main St, Anytown, CA 90210, in the United States.
- **Project:** A specific task or assignment that the Client posts on the Platform for Freelancers to bid on and complete.

## Scope of Services

This section defines the scope of services provided by DocuPal Demo, LLC ("DocuPal") to Acme, Inc. ("Client") through the freelancer platform. It outlines the categories of services available and sets expectations for project deliverables and deadlines.



## Service Categories

The platform offers access to freelancers in the following core service categories:

- Writing
- Design
- Development
- Marketing
- Consulting

Client can engage freelancers from these categories for specific projects as needed. DocuPal may introduce additional service categories in the future, with notification to Client.

## Project Specifications and Deliverables

For each project, Client must provide detailed specifications outlining the required deliverables. These specifications should include:

- A comprehensive description of the project goals.
- Clear and measurable criteria for evaluating the success of the deliverables.
- Any specific requirements or constraints.

Freelancers are responsible for delivering work that meets these specifications. Client retains the right to review and approve all deliverables.

## Deadlines and Timelines

All projects must have clearly stated deadlines that are mutually agreed upon by the Client and the freelancer. These deadlines should be realistic and take into account the scope and complexity of the project. Any changes to the agreed-upon deadlines must be communicated promptly and agreed to by both parties. The platform provides tools for managing project timelines and tracking progress toward milestones. Client and freelancer can use those tools to monitor and ensure project goals are being met on time.



# Payment Terms and Fees

ACME-1 will pay Freelancers for services rendered through the DocuPal Demo, LLC platform. Payments will be made according to the agreed-upon rates and schedules established between ACME-1 and the Freelancer for each project.

## Supported Payment Methods

DocuPal Demo, LLC supports the following payment methods for ACME-1:

- Credit Card
- PayPal
- Bank Transfer

ACME-1 is responsible for ensuring that their chosen payment method is valid and up-to-date.

## Platform Fees

DocuPal Demo, LLC will deduct a 10% service fee from all Freelancer earnings. This fee covers the costs associated with operating and maintaining the platform, including payment processing, dispute resolution, and customer support. The fee will be automatically deducted before the Freelancer receives their payment.

## Invoicing and Payment Schedule

Freelancers will submit invoices to ACME-1 through the DocuPal Demo, LLC platform upon completion of agreed-upon milestones or project completion. ACME-1 will review and approve invoices within [Number] business days. Payments will be processed within [Number] business days of invoice approval.

Typical payment milestones may be structured as follows:

## Payment Disputes

Any disputes regarding payments must be submitted through DocuPal Demo, LLC's internal dispute resolution process within [Number] days of the invoice date. DocuPal Demo, LLC will investigate the dispute and make a final determination. The decision of DocuPal Demo, LLC will be binding on both ACME-1 and the Freelancer.



## Refunds

Refunds will only be issued in cases where the Freelancer has failed to deliver the agreed-upon services or where there is a material breach of contract. All refund requests must be submitted through the DocuPal Demo, LLC platform and will be subject to review and approval by DocuPal Demo, LLC.

# Intellectual Property Rights

## Ownership of Delivered Work

ACME-1 retains full ownership of all deliverables and work product created and delivered through the Docupal Demo, LLC platform. This includes, but is not limited to, documents, designs, software, and any other materials produced by freelancers engaged via the platform. Upon full payment for services rendered, all rights, title, and interest in the delivered work automatically transfer to ACME-1.

## Licensing Rights

Docupal Demo, LLC grants ACME-1 a non-exclusive, perpetual license to use the delivered work for any purpose. This license becomes effective upon final payment for the freelancer's services. ACME-1 is entitled to modify, adapt, and distribute the work as needed, without any further obligation to Docupal Demo, LLC or the individual freelancer, subject to the terms specified herein.

## Freelancer Obligations

Freelancers working on the Docupal Demo, LLC platform agree to assign all intellectual property rights in their deliverables to ACME-1. Freelancers retain no rights to reuse, resell, or redistribute the work without express written permission from ACME-1. This obligation is a fundamental part of the agreement between Docupal Demo, LLC, ACME-1, and the freelancers using the platform.



# Confidentiality and Data Privacy

DocuPal Demo, LLC and ACME-1 recognize the importance of protecting confidential information. Both parties agree to maintain the confidentiality of all non-public information disclosed by the other party. This includes, but is not limited to, business plans, customer lists, financial data, and technical information.

## Confidential Information Handling

Confidential Information must be stored securely. Access to Confidential Information is limited to authorized personnel who need to know the information for the purpose of this Agreement. Neither party will disclose the other party's Confidential Information to any third party without prior written consent. This obligation of confidentiality continues even after the termination of this Agreement.

## Data Protection

Both DocuPal Demo, LLC and ACME-1 are committed to complying with all applicable data protection laws. This includes, but is not limited to, the General Data Protection Regulation (GDPR) and the California Consumer Privacy Act (CCPA). We will only process personal data in accordance with these laws. Each party is responsible for implementing and maintaining appropriate technical and organizational measures to protect personal data against unauthorized access, use, or disclosure. If a data breach occurs, the affected party will notify the other party promptly. We will cooperate to mitigate any potential harm.

## Dispute Resolution

DocuPal Demo, LLC and ACME-1 agree to resolve disputes efficiently and cost-effectively.

## Mediation

First, both parties will attempt to resolve any disagreement through good-faith mediation. Either party can initiate mediation by providing written notice to the other. Both parties will then select a mutually acceptable mediator. They will share



the costs of the mediation equally. The mediation will be held in Delaware, unless both parties agree to an alternative location.

## Arbitration

If mediation fails to resolve the dispute within 30 days of the initial notice, the parties agree to submit the dispute to binding arbitration. The arbitration will be conducted under the rules of the American Arbitration Association. A single arbitrator will be selected by mutual agreement. If the parties cannot agree on an arbitrator, the American Arbitration Association will appoint one. The arbitration will take place in Delaware, unless otherwise agreed. The arbitrator's decision will be final and binding. It can be entered as a judgment in any court with proper jurisdiction. Each party will bear its own legal fees and costs associated with the arbitration. The parties will equally share the arbitrator's fees and administrative costs of arbitration.

## Termination and Suspension

This Agreement will continue until terminated as described below.

### Termination by Either Party

Either Docupal Demo, LLC or ACME-1 may terminate this Agreement with thirty (30) days written notice to the other party.

### Termination for Cause

Docupal Demo, LLC may terminate this Agreement immediately if ACME-1 breaches any material term of this Agreement. This includes violating the terms of service or engaging in illegal activities. ACME-1 will be notified in writing of such termination.

### Suspension of Services

Docupal Demo, LLC may suspend ACME-1's access to the platform if ACME-1 violates the terms of this Agreement. The suspension will remain in effect until ACME-1 has cured the violation. Docupal Demo, LLC will provide written notice to ACME-1 of the suspension and the reasons for it.



# Platform Responsibilities and Limitations

DocuPal Demo, LLC will provide a functional platform for connecting ACME-1 with freelancers. Our responsibilities include maintaining a secure system for payment processing. We also ensure the platform interface allows for project management.

## Service Guarantees

We guarantee secure payment processing. The platform will also provide a functional interface for managing projects.

## Limitations of Liability

DocuPal Demo, LLC's liability for platform outages or errors is limited. Our liability will not exceed the total fees ACME-1 paid to us within the six months before the issue. We are not liable for issues outside of our direct control. This includes internet service disruptions or freelancer performance. ACME-1 is responsible for managing freelancers selected through our platform.

# User Conduct and Compliance

ACME-1's users must adhere to specific conduct guidelines while using the platform. Users are prohibited from posting offensive, harmful, or illegal content. Spamming or sending unsolicited messages to other users is strictly forbidden. Any attempts to bypass or compromise the platform's security measures are also prohibited.

## Compliance Standards

ACME-1's users must comply with all applicable laws and regulations. This includes, but is not limited to, data protection regulations such as GDPR and CCPA. Users are also responsible for respecting intellectual property rights. Any violation of these standards may result in suspension or termination of access to the platform. Docupal Demo, LLC reserves the right to investigate and take appropriate action against any user found to be in violation of these guidelines.



# Amendments and Updates

Docupal Demo, LLC reserves the right to modify this Freelancer Platform Agreement. We may change the terms and conditions as needed. ACME-1 will receive written notice of any changes.

## Notification of Changes

We will notify ACME-1 of updates through two primary channels. These channels are email and platform notifications. These notifications will describe the changes made to the agreement. ACME-1 should regularly check their email. ACME-1 should also monitor platform notifications for updates.

## Implementation of Changes

The updated agreement will take effect after ACME-1 receives notification. Continued use of the platform means acceptance of the new terms. If ACME-1 does not agree with the changes, they may terminate the agreement as described in the termination section.

