

In this User Agreement:

"Account" means the account associated with your email address.

"Buyer" means a User that purchases Performers Services or items from Sellers or identifies a Seller through the Website. A User may be both a Buyer and a Seller under this agreement.

"Seller" means a User that performs entertainment Services or items from Sellers or identifies a Seller through the Website. A User may be both a Buyer and a Seller under this agreement.

"Gigever", "we", "our", "company" or "the company" or "us" means Gigever Solution, 11020 141st St, Miami FL 33186

"Inactive Account" means a User Account that has not been logged into for a 6 month period, or other period determined by us from time to time.

"Intellectual Property Rights" means any and all intellectual property rights, existing worldwide and the subject matter of such rights, including: (a) patents, copyright, rights in circuit layouts (or similar rights), registered designs, registered and unregistered trademarks, and any right to have confidential information kept confidential; and (b) any application or right to apply for registration of any of the rights referred to in paragraph (a), whether or not such rights are registered or capable of being registered and whether existing under any laws, at common law or in equity.

"Local Job" or "Local Jobs" means a service we provide to match a Buyer with a Seller in relation to the provision of location specific services.

"Listing" means a job offered or awarded by a Buyer via the Website, which may include a Entertainment Project.

"Performer" means a User that offers and provides entertainment services or identifies as a Seller through the Website. A User may be both a Buyer and a Seller under this agreement.

"Seller Services" means all services provided by a Seller.

"Gigever Services" means all services provided by us to you.

"User", "you" or "your" means an individual who visits or uses the Website, including via the [API](#).

"User Contract" means: (1) this User Agreement; (2) the [Code of Conduct](#) as amended from time to time; (3) any other contractual provisions accepted by both the Seller and Buyer uploaded to the Website, to the extent not inconsistent with the User Agreement and the Code of Conduct; (4) the Project terms as awarded and accepted on the Website, to the extent not inconsistent with the User Agreement and the Code of Conduct; and (5) any other material incorporated by reference from time to time.

"Website" means the Websites operated by Gigever and available at: Gigever.com and any of its regional or other domains or properties, and any related Freelancer service, tool or application, specifically including mobile web, any iOS App and any Android App, or [API](#) or other access mechanism.

1. Overview

By accessing the Website, you agree to the following terms with **Gigever**.

We may amend this User Agreement and any linked information from time to time by posting amended terms on the Website, without notice to you.

The Website is an online venue where Users buy and sell Entertainment Services and items. Buyers and Sellers must register for an Account in order to buy or sell Seller Services and/or items. The Website enables Users to work together online to complete and pay for Projects, buy and sell items and to use the services that we provide. We are not a party to any contractual agreements between Buyer and Seller in the online venue, we merely facilitate connections between the parties.

We may, from time to time, and without notice, change or add to the Website or the information, products or services described in it. However, we do not undertake to keep the Website updated. We are not liable to you or anyone else if any error occurs in the information on the Website or if that information is not current.

2. Scope

Before using the Website, you must read the whole User Agreement, the Website policies and all linked information.

You must read and accept all of the terms in, and linked to, this User Agreement, the [Code of Conduct](#), the Gigever [Privacy Policy](#) and all Website policies. By accepting this User Agreement as you access our Website, you agree that this User Agreement will apply whenever you use the Website, or when you use the tools we make available to interact with the Website. Some Websites may have additional or other terms that we provide to you when you use those services.

3. Eligibility

You will not use the Website if you:

1. are not able to form legally binding contracts;
2. are under the age of 18;
3. a person barred from receiving and rendering services under the laws of the United States or other applicable jurisdiction;
4. are suspended from using the Website; or
5. do not hold a valid email address.

All free user accounts are associated with individuals. Login credentials should not be shared by users with others. The individual associated with the account will be held responsible for all actions taken by the account, without limitation.

Users may provide a business name or a company name, which is associated with the User's Account. Users acknowledge and agree that where a business name or company name is associated with their Account, this User Agreement is a contract with the User as an individual (not the business or company) and Users remain solely responsible for all activity undertaken in respect of their Account.

A company, corporation, trust, partnership or other non-individual corporate entity may be a User subject to an eligible corporate account which pays corporate subscriptions.

We may, at our absolute discretion, refuse to register any person or entity as a User.

You cannot transfer or assign any rights or obligations you have under this agreement without prior written consent.

4. Using Gigever

While using the Website, you will not attempt to or otherwise do any of the following:

6. post content or items in inappropriate categories or areas on our Websites and services;
7. infringe any laws, third party rights or our policies, such as the [Code of Conduct](#);
8. fail to deliver payment for services delivered to you;
9. fail to deliver Seller Services purchased from you;
10. circumvent or manipulate our fee structure, the billing process, or fees owed to Gigever;
11. post false, inaccurate, misleading, deceptive, defamatory or offensive content (including personal information);
12. take any action that may undermine the feedback or reputation systems (such as displaying, importing or exporting feedback information or using it for purposes unrelated to the Website);
13. transfer your **Gigever** account (including feedback) and Username to another party without our consent;
14. distribute or post spam, unsolicited, or bulk electronic communications, chain letters, or pyramid schemes;
15. distribute viruses or any other technologies that may harm Gigever, the Website, or the interests or property of Gigever users (including their Intellectual Property Rights, privacy and publicity rights) or is unlawful, threatening, abusive, defamatory, invasive of privacy, vulgar, obscene, profane or which may harass or cause distress or inconvenience to, or incite hatred of, any person;
16. download and aggregate listings from our website for display with listings from other websites without our express written permission, "frame", "mirror" or otherwise incorporate any part of the Website into any other website without our prior written authorisation;
17. attempt to modify, translate, adapt, edit, decompile, disassemble, or reverse engineer any software programs used by us in connection with the Website;
18. copy, modify or distribute rights or content from the Website or Gigever 's copyrights and trademarks; or
19. harvest or otherwise collect information about Users, including email addresses, without their consent.
20. use Gigever to facilitate money exchange including, but not limited to, cryptocurrency (e.g. bitcoin, ethereum, etc).

5. Intellectual Property Rights Infringement

It is our policy to respond to clear notices of alleged intellectual property rights infringement. Our [Copyright Infringement Policy](#) is designed to make submitting notices of alleged infringement to us as straightforward as possible while reducing the number of notices that we receive that are fraudulent or difficult to understand or verify. If you believe that your Intellectual Property Rights have been violated, please notify us via [this link](#) on our Website and we will investigate.

6. Fees and Services

We may charge fees for certain services, such as introduction fees for Projects, listing upgrades and memberships. When you use a service that has a fee, you have an opportunity to review and accept the fees that you will be charged based on our schedule of [Fees and Charges](#), which we may change from time to time and will update by placing on our Website. We may choose to temporarily change

the fees for our services for promotional events (for example, discounts on memberships) or new services, and such changes are effective when we post a temporary promotional event or new service on the Websites, or as notified through promotional correspondence.

Unless otherwise stated, all fees are quoted in United States Dollars.

Direct Booking

With respect to access the Gigever Platform, you agree to the Services, that are sold will be exclusively booked through the Gigever Platform. You have the responsibility to inform the Performer or User in Gigevers' behalf. Any direct Bookings will lead to Termination of our service and may have additional amounts charged

7. Taxes

You are responsible for paying any taxes, including any goods and services or value added taxes, which may be applicable depending on the jurisdiction of the services provided.

You acknowledge that you must comply with your obligations under income tax provisions in your jurisdiction.

8. Payment Administration Agent

You acknowledge and agree that we may in our sole discretion, appoint our related bodies corporate, affiliates, or any other third party to act as our agent to accept or make payments (including merchant facilities) from or to Users on our behalf.

9. Promotion

We may display your company or business name, logo, images or other media as part of the Gigever Services and/or other marketing materials relating to the Website, except where you have explicitly requested that we do not do this and we have agreed to such a request in writing.

You acknowledge that we may use the public description of your Projects and the content of your profile information on the Website for marketing and other related purposes.

10. Content

You acknowledge and agree that: (1) we act only as a forum for the online distribution and publication of User content. We make no warranty that User content is made available.. We have the right (but not the obligation) to take any action deemed appropriate by us with respect to your User content; (2) we have no responsibility or liability for the deletion or failure to store any content, whether or not the content was actually made available on the Website; and (3) any and all content submitted to the Website is subject to our approval. We may reject, approve or modify your User content at our sole discretion.

You represent and warrant that your content:

21. will not infringe upon or misappropriate any copyright, patent, trademark, trade secret, or other intellectual property right or proprietary right or right of publicity or privacy of any person;
22. will not violate any law or regulation;
23. will not be defamatory or trade libellous;

24. will not be obscene or contain child pornography;
25. will not contain the development, design, manufacture or production of missiles, or nuclear, chemical or biological weapons
26. will not contain material linked to terrorist activities
27. will not include incomplete, false or inaccurate information about User or any other individual; and
28. will not contain any viruses or other computer programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or personal information.

You acknowledge and agree that we may transfer your personal information to a related body corporate and your information may be transferred outside of the United States area. If you wish to withdraw your consent, you acknowledge and agree that we may be unable to provide you with access to the Website and Gigever Services and may close your Account.

We provide unmonitored access to third party content, including User feedback and articles with original content and opinions (or links to such third party content). We only act as a portal and have no liability based on, or related to, third party content on the Website, whether arising under the laws of copyright or other intellectual property, defamation, libel, privacy, obscenity, or any other legal discipline.

The Website may contain links to other third party websites. We do not control the websites to which we link from the Website. We do not endorse the content, products, services, practices, policies or performance of the websites we link to from the Website. Use of third party content, links to third party content and/or websites is at your risk.

In relation to deletion or hiding of any information or content, using the Website to delete, hide or otherwise dispose of information does not imply permanent deletion of content or information. Information may be retained for a period of time to fulfil record keeping, regulatory, compliance, statistical, law enforcement and other obligations.

11. Feedback, Reputation and Reviews

You acknowledge that you transfer copyright of any feedback, reputation or reviews you leave consisting of comments and any rating(s) (e.g. quality, communication etc.) together with any composite rating by us. You acknowledge that such feedback, reputation and reviews belong solely to us, notwithstanding that we permit you to use it on our Website while you remain a User. You must not use, or deal with, such feedback, reputation and reviews in any way inconsistent with our policies as posted on the Website from time to time without our prior written permission.

You may not do (or omit to do) anything that may undermine the integrity of the Gigever feedback system. We are entitled to suspend or terminate your Account at any time if we, in our sole and absolute discretion, are concerned by any feedback about you, or your feedback rating, where we believe our feedback system may be subverted.

Our feedback ratings belong to us and may not be used for any purpose other than facilitating the provision of Seller Services via the Website. You may not use your Seller or Buyer feedback (including, but not limited to, marketing or exporting your any or all of your composite rating(s) or feedback comments) in any real or virtual venue other than a website operated by Gigever or its related entities, without our written permission.

12. Communication With Other Users

Communication with other users on the Website must be conducted through the email functionality, along with message boards provided on the Website.

You must not post your email address or any other contact information (including but not limited to Skype ID or other identifying strings on other platforms) on the Website, except in the "email" field of the signup form, at our request or as otherwise permitted by us on the Website.

Unless you have a prior relationship with a User, you must only communicate with Users via the Website. You must not, and must not attempt to, communicate with other Users through any other means including but not limited to email, telephone, Skype, ICQ, AIM, MSN Messenger, WeChat, SnapChat, GTalk, GChat or Yahoo.

In relation to video chat and audio chat, any terms agreed to between any Users must be confirmed in writing using the chat or direct message function.

Gigever may use information such as your name, location, display or username, and or your image, in relation to the provision messaging services on the Website or in the mobile apps.

We may read all correspondence posted to the Website and download or access, and test (if necessary), all uploaded files, programs and websites related to your use of the Website for the purpose of investigating fraud, regulatory compliance, risk management and other related purposes.

13. Identity / Know Your Customer

You authorise us, directly or through third parties, to make any inquiries we consider necessary to validate your identity. You must, at our request: (1) provide further information to us, which may include your date of birth and or other information that will allow us to reasonably identify you; (2) take steps to confirm ownership of your email address or financial instruments; or (3) verify your information against third party databases or through other sources.

You must also, at our request, provide copies of identification documents (such as your passport or driver's licence). We may also ask you to provide photographic identification holding your identification together with a sign with a code that we provide as an additional identity verification step. We also reserve the right to request a video interview with you to validate this information, your identity, your background and your skills.

We reserve the right to close, suspend, or limit access to your Account, the Website and/or Gigever Services in the event we are unable to obtain or verify to our satisfaction the information which we request under this section.

We reserve the right to update your particulars on the website in order to match any identity documentation that has been provided. Disbursements such as wire transfers from the website may only be made to the beneficiary matching your provided identity documents and account information.

If you are not Verified by Gigever you may not be able to withdraw funds from your Gigever Account, and other restrictions may apply. See the Know Your Customer and Identity Verification Policy for more details.

14. User Services

Upon the Buyer awarding a Project or Contest to the Seller, and the Seller's acceptance on the Website, or the purchase of an item by a Buyer from the Seller, the Buyer and Seller will be deemed to have entered into a User Contract under which the Buyer agrees to purchase, and the Seller agrees to deliver the Seller Services. You agree not to enter into any contractual provisions in conflict with the User Agreement.

You are solely responsible for ensuring that you comply with your obligations to other Users. If you do not, you may become liable to that User. You must ensure that you are aware of any domestic laws (including common law), international laws, statutes, ordinances and regulations relevant to you as a Buyer or Seller, or in any other uses you make of the Website.

If another User breaches any obligation to you, you are solely responsible for enforcing any rights that you may have. For the avoidance of doubt, we have no responsibility for enforcing any rights under a User Contract.

Depending on their jurisdiction, Sellers and Buyers may have rights under statutory warranties that cannot lawfully be excluded. Nothing in this User Agreement is intended to override a right that by applicable law may not be excluded. Nothing in this User Agreement is intended to violate any laws relating to unfair contracts, and this agreement has been specifically redrafted to ensure compliance with unfair contracts legislation. To the extent that any component of this User Agreement is in conflict with inalienable rights under local laws, all parties intend for this agreement to be read down only insofar as to be in compliance with such local laws and no further.

Each User acknowledges and agrees that the relationship between Buyers and Sellers is that of an independent contractor. Nothing in this User Agreement creates a partnership, joint venture, agency or employment relationship between Users. Nothing in this User Agreement shall in any way be construed as forming a joint venture, partnership or an employer-employee relationship between Gigever and any User.

15. Special Provisions for Local Jobs

Each User acknowledges:

29. Gigever does not review, approve, recommend or verify any of the credentials, licences or statements of capability in relation to Local Jobs (or, for the avoidance of doubt, any non Local Jobs on the Website);
30. Gigever provides matchmaking and platform services only. Users agree that Gigever has no liability for any other aspect of service delivery or interaction between Buyer and Seller. Gigever is not a party to any disputes between Buyer and Seller, although we provide a dispute resolution mechanism to assist the parties in resolving issues;
31. Gigever may from time to time include map features and Gigever may display the location of Users to persons browsing the Website on that map. Every Buyer seeking services for Local Jobs will be asked to provide the location where the Local Job is to be performed. You expressly agree that Gigever has no liability for displaying such information.
32. A User must never disclose, in any Project posted, personal details such as the User's name, street number, phone number or the email address in any Project description for a

Local Job or in any other public communication on the Website (these may be disclosed for Local Jobs as required in private direct messages);

33. Gigeever may collect location related data from you via technologies including but not limited to GPS, IP address location, wifi, and by other methods. This data may be shared in the context of facilitating services for Local Jobs and each User specifically consents to this collection and sharing as part of this agreement;
34. Upon completion of a Local Job Project, Seller User must log on to the Website and click the "Complete" button for that Local Job, as soon as practicable.
35. Failure to complete the service or task will constitute a breach of this User Agreement; and
36. Our fees are applied to the amount of the awarded Seller's bid to perform the services for the Local Job. Any items purchased by the Seller as part of performing the service are between the Buyer and Seller.

16. Funds

You may have positive funds in your Account if you have prepaid for fees or charges or for services to be provided to you via the Website. If you are a Seller, you may have positive funds if you have successfully completed a Project, or sold an item, and funds have been released to you. There are also circumstances where funds may have been credited to your Account in relation to an affiliate program or a referral program.

Funds in your Account are held by us in our operating accounts held with financial institutions. Funds in your Account are not held separately by us, and may be commingled with our general operating funds, and/or funds of other User's Accounts.

You are not entitled to any interest, or other earnings for funds that are in your Account.

If your Account has negative funds, we may:

37. set-off the negative amount with funds that you subsequently receive into your Account;
38. if you have funds in multiple currencies in your Account and one of the currencies becomes negative for any reason, we may set-off the negative amount against funds you maintain in a different currency (at an exchange rate applied by us);
39. reverse payments you have made from your Account to other User Accounts on the Website;
40. deduct amounts you owe us from money you subsequently add or receive into your Account; or
41. immediately suspend or limit your Account until such time as your Account no longer has a negative amount.

In the event that we offset a negative amount of funds pursuant to this section, it may be bundled with another debit coming out of your Account.

We reserve the right to collect any funds owed to us by any other legal means.

You acknowledge and agree that:

42. we are not a bank or other licensed financial institution and do not provide banking services or any financial services to you;

43. the funds shown in your Account (which may include Milestone Payments subject to Section 25, and/or any prepayment of fees and charges which you owe to us) represents our unsecured obligations to you with respect to your rights to direct us to make payment in relation to the purchase and sale of Seller Services through the Website and provision of the Gigever Services;
44. if you were a User acquired in an acquisition and your account was migrated to the Website, we are responsible for your positive funds only to the extent of the legal documentation between us and any acquired marketplace, along with this agreement, and you acknowledge specifically that the onus is on you to confirm the validity of your fund, and that any understatement or misstatement in relation to this is not a claim against us, and belongs with the counterparty of any prior user agreement to which you agreed;
45. to the extent that we are required to release funds from your Account to you, you will become our unsecured creditor until such funds are paid to you;
46. we are not acting as a trustee or fiduciary with respect to such funds or payments;
47. the amount of funds showing in your Account is not insured and is not a guaranteed deposit;
48. funds may only be loaded into your Account, or released from your Account, by us and you must only use the mechanisms available on the Website to pay for, or receive funds in respect of Seller Services;
49. any refunds required to be processed in your favour will be returned only to the source of the original deposit, and cannot be redirected to any other payment source;
50. we will hold funds in respect of the amount of your Account (including Milestone Payments, subject to Section 25) in an account held by us with a financial institution (or in any manner that we decide in our sole discretion from time to time) and such funds are not segregated into a separate account; and
51. we may commingle your funds with funds of other Users and our own funds and such commingled funds could be used to pay other Users or for our general corporate purposes or otherwise, however, we will remain obliged to release or refund funds at your direction in accordance with this User Agreement.

17. Limits & Fraud Prevention

We reserve the right to suspend a User withdrawal request if the source of the funds is suspected to be fraudulent.

If we become aware that any funds received into an Account from another Account as a result of a fraudulent transaction, this will be reversed immediately. If those funds have already been released to you, you must pay the funds into your Account. If you do not do so, we may suspend, limit or cancel your account, or take action against you to recover those funds.

We may, in our sole discretion, place a limit on any or all of the funds in your Account (thereby preventing any use of the funds) if:

52. we believe there may be an unacceptable level of risk associated with you, your Account, or any or all of your transactions, including if we believe that there is a risk that such funds will be subject to reversal or chargeback;
53. we believe that the beneficiary of the payment is someone other than you;

54. we believe that the payment is being made to a country where we do not offer our Service; or
55. we are required to do so by law or applicable law enforcement agencies.

If you are involved in a dispute, we may (in certain circumstances) place a temporary limit on the funds in your Account to cover the amount of any potential liability. If the dispute is resolved in your favour, we will lift the limit on your funds and those funds may be released to you. If the dispute is not resolved in your favour, we may remove the funds from your Account. We may also place a limit on your account in circumstances where we suspect you of fraudulent or other unacceptable behaviour, while we investigate any such matter.

18. Refunds

You may ask for a refund if your requested performer is not responding to a booking request within 24 Hours of Booking request time or if the performer does not show up.

If we agree to the refund, the funds will be received by the User via the same payment method(s) that the User used to make the original payment to us.

We may refund funds to Users irrespective of whether a User has requested funds be refunded if: (1) we are required by law or consider that we are required by law to do so; (2) we determine that refunding funds to the User will avoid any dispute or an increase in our costs; (3) we refund funds to the User in accordance with any refund policy specified by us from time to time; (4) we find out that the original payment made by the User is fraudulent; (5) the User made a duplicate payment in error; or (6) we consider, in our sole opinion, that it is likely that the refund of funds is necessary to avoid a credit card chargeback.

19. Chargebacks

A chargeback (being a challenge to a payment that a User files with their card issuer or financial institution), and any subsequent reversal instruction, is made by the payment product issuer or third parties (such as payment processors) and not by us. We are bound to follow such instructions.

You acknowledge and agree that we will be entitled to recover any chargebacks and reversals that may be imposed on us by a payment product issuer or third parties (such as payment processors) on funds paid to you by Buyers through the Website, as well as any processing or any other fees whatsoever incurred by us on those chargebacks and reversals.

You agree that we may reverse any such payments made to you, which are subject to chargeback or reversal instruction via your payment product issuer or third parties (such as payment processors). If you initiate any chargeback request or other "Request for Information" or similar process, you expressly agree and consent to us to share any and all information in relation to your agreement of these terms and conditions, in order to defeat any such chargeback request.

20. Inactive Accounts

We reserve the right to close an Inactive Account.

21. Right to Refuse Service

We may close, suspend or limit your access to your Account without reason. Without limiting the foregoing, we may close, suspend or limit your access to your Account:

56. if we determine that you have breached, or are acting in breach of this User Agreement;
57. if you under-bid on any Project in an attempt to renegotiate the actual price privately, to attempt to avoid fees;
58. if we determine that you have infringed legal rights (resulting in actual or potential claims), including infringing Intellectual Property Rights;
59. if we determine that you have engaged, or are engaging, in fraudulent, or illegal activities;
60. you do not respond to account verification requests;
61. you do not complete account verification when requested within 3 months of the date of request;
62. you are the subject of a United Nations, Australian, EU, USA or other applicable sanctions regime, or our banking and payment relationships otherwise preclude us from conducting business with you;
63. to manage any risk of loss to us, a User, or any other person; or
64. for other reasons.

If we close your Account due to your breach of this User Agreement, you may also become liable for certain fees as described in this User Agreement.

Without limiting our other remedies, to the extent you have breached this User Agreement, you must pay us all fees owed to us and reimburse us for all losses and costs (including any and all of our employee time) and reasonable expenses (including legal fees) related to investigating such breach and collecting such fees.

You acknowledge and agree that: (1) the damages that we will sustain as a result of your breach of this User Agreement will be substantial and will potentially include (without limitation) fines and other related expenses imposed on us by our payment processors and Users and that those damages may be extremely difficult and impracticable to ascertain; (2) if you breach this User Agreement, we may fine you up to US\$3,000 for each breach and/or we may take legal action against you to recover losses that are in excess of the fine amount; (3) a fine of up to US\$3,000 is a presently reasonable pre-estimate or minimum estimate of our damages, considering all currently existing circumstances, including (without limitation) the relationship of the sum to the range of harm to us that reasonably could be anticipated and the anticipation that proof of actual damages may be impractical or extremely difficult; and (4) we may release the entire (or part of the) amount of the fine from your Account to us.

If we close your Account for a reason other than as a result of your breach of this User Agreement, unless as otherwise specified in this User Agreement, you will be entitled to receive any payment due from us to you.

In the event that we close your Account, you will have no claim whatsoever against us in respect of any such suspension or termination of your Account.

22. Access and Interference

You agree that you will not use any robot, spider, scraper or other automated means to access the Website via any means, including for the avoidance of doubt access to our [API](#) or application programming interface, for any purpose without our express written permission.

Additionally, you agree that you will not:

65. take any action that imposes or may impose (in our sole discretion, exercised reasonably) an unreasonable or disproportionately large load on our infrastructure;
66. interfere with, damage, manipulate, disrupt, disable, modify, overburden, or impair any device, software system or network connected to or used (by you or us) in relation to the Website or your Account, or assist any other person to do any of these things, or take any action that imposes, or may impose, in our discretion, an unreasonable or disproportionately large load on our infrastructure;
67. copy, reproduce, modify, create derivative works from, distribute, or publicly display any content (except for your information) from the websites without the prior express written permission of Gigever and the appropriate third party, as applicable;
68. interfere or attempt to interfere with the proper working of the Websites, services or tools, or any activities conducted on or with the Websites, services or tools; or
69. bypass our robot exclusion headers or other measures we may use to prevent or restrict access to the Website.

23. Closing Your Account

You may close your Account at any time. The option is located in the [Account Settings](#).

Account closure is subject to:

70. not having any outstanding listings on the Website;
71. resolving any outstanding matters (such as a suspension or restriction on your Account); and
72. paying any outstanding fees or amounts owing on the Account.

We may retain some of your personal information to satisfy regulatory requirements and our own external obligations. Closing your account does not necessarily delete or remove all of the information we hold.

24. Privacy

We use your information as described in the Gigever [Privacy Policy](#). If you object to your information being transferred or used in this way then you must not use our services. For the avoidance of doubt, your name and personal details shall be used for identity purposes in the normal course of conducting business in this online marketplace. This may include on invoices and purchase orders including but not limited to between transacting parties, including those automatically generated on awarding, accepting and payment.

25. Indemnity

You will indemnify us (and our officers, directors, agents, subsidiaries, joint venturers and employees) against any claim or demand, including legal fees and costs, made against us by any third party due to or arising out of your breach of this Agreement, or your infringement of any law or the rights of a third party in the course of using the Website and Gigever Services.

In addition, we can apply any funds in your Account against any liabilities you owe to us or loss suffered by us as a result of your non-performance or breach of this User Agreement.

26. Security

You must immediately notify us upon becoming aware of any unauthorised access or any other security breach to the Website, your Account or the Gigever Services and do everything possible to mitigate the unauthorised access or security breach (including preserving evidence and notifying appropriate authorities). Your User Account is yours only, and you must not share your password with others. You are solely responsible for securing your password. We will not be liable for any loss or damage arising from unauthorised access of your account resulting from your failure to secure your password.

27. No Warranty as to Each User's Purported Identity

We cannot and do not confirm each User's purported identity on the Website. We may provide information about a User, such as a strength or risk score, geographical location, or third party background check or verification of identity or credentials. However, such information is based solely on data that a User submits and we provide such information solely for the convenience of Users and the provision of such information is not an introduction, endorsement or recommendation by us.

28. No Warranty as to Content

The Website is a dynamic time-sensitive Website. As such, information on the Website will change frequently. It is possible that some information could be considered offensive, harmful, inaccurate or misleading or mislabelled or deceptively labelled accidentally by us or accidentally or purposefully by a third party.

Our Services, the Website and all content on it are provided on an 'as is', 'with all faults' and 'as available' basis and without warranties of any kind either express or implied. Without limiting the foregoing, we make no representation or warranty about:

73. the Website or any Seller Services or Gigever Services;
74. the accuracy, reliability, availability, veracity, timeliness or content of the Website or any Seller Services or Gigever Services;
75. whether the Website or Seller Services or Gigever Services will be up-to-date, uninterrupted, secure, error-free or non-misleading;
76. whether defects in the Website will be corrected;
77. whether the Website, the Seller Services or the Gigever Services or any data, content or material will be backed up or whether business continuity arrangements are in place in respect of the Website, Seller Services or Gigever Services;
78. any third party agreements or any guarantee of business gained by you through the Website, Seller Services or Gigever Services or us; or
79. the Website, Seller Services or Gigever Services or infrastructure on which they are based, being error or malicious code free, secure, confidential or performing at any particular standard or having any particular function.

To every extent permitted by law, we specifically disclaim any implied warranties of title, merchantability, fitness for a particular purpose, quality, suitability and non-infringement.

28. No Warranty as to any Entertainment Performances

We cannot and do not give any warranty, to a User's Performance skills or attendance in any way. We may provide information about a User, such as a strength or risk score, geographical location, or third party background check or verification of identity or credentials. However, such information is based solely on data that a User submits and we provide such information solely for the convenience of Users and the provision of such information is not an introduction, endorsement or recommendation by us.

29. Limitation of Liability

In no event shall we, our related entities, our affiliates or staff be liable, whether in contract, warranty, tort (including negligence), or any other form of liability, for:

- 80. any indirect, special, incidental or consequential damages that may be incurred by you;
- 81. any loss of income, business or profits (whether direct or indirect) that may be incurred by you;
- 82. any claim, damage, or loss which may be incurred by you as a result of any of your transactions involving the Website.

The limitations on our liability to you above shall apply whether or not we, our related entities, our affiliates or staff have been advised of the possibility of such losses or damages arising.

Notwithstanding the above provisions, nothing in this User Agreement is intended to limit or exclude any liability on the part of us and our affiliates and related entities where and to the extent that applicable law prohibits such exclusion or limitation including those within the Competition and Consumer Act 2010 (Cth) and relevant state fair trading legislation.

To the extent that we are able to limit the remedies available under this User Agreement, we expressly limit our liability for breach of a non-excludable condition or warranty implied by virtue of any legislation to the following remedies (the choice of which is to be at our sole discretion) to the supply of the Gigever services again or the payment of the cost of having the Gigever services supplied again.

30. Legal Limitations

As some jurisdictions do not allow some of the exclusions or limitations as established above, some of these exclusions or limitations may not apply to you. In that event, the liability will be limited as far as legally possible under the applicable legislation. We may plead this User Agreement in bar to any claim, action, proceeding or suit brought by you, against us for any matter arising out of any transaction or otherwise in respect of this User Agreement.

You and we agree that you and we will only be permitted to bring claims against the other only on an individual basis and not as a plaintiff or class member in any purported class or representative action or proceeding. Unless both you and we agree otherwise, the arbitrator may not consolidate or join more than one person's or party's claims and may not otherwise preside over any form of a consolidated, representative, or class proceeding. In addition, the arbitrator may award relief (including monetary, injunctive, and declaratory relief) only in favor of the individual party seeking relief and only to the extent necessary to provide relief necessitated by that party's individual claim(s). Any relief awarded cannot affect other Users.

