



FreeUp Credit Card Terms

April 24, 2020

FreeUp LLC
Document Sender :
Signer:



FreeUp Credit Card Terms

(1) Billing periods are Wednesday through Tuesday Eastern Standard Time, U.S.A. Client will be charged every Thursday. Client authorizes Stripe, Bluesnap, Armatic Inc. and any other payment processor ("Payment Processor") and Next Net Media, LLC DBA FreeUp ("FreeUp") to charge Client's credit card automatically for all current and future invoices directed to Client for Services rendered by Freelancers to Client pursuant to the agreement for Services entered into between Client and Freelancers through their access to or use of the FreeUp Network.

(2) Client understands and acknowledges that Client is solely and exclusively responsible for all transaction, credit card, chargeback or other fees, including late fees related to payment of invoices for Services rendered to Client by Freelancers.

(3) Client's credit card will be retained for ongoing recurring payments of weekly invoices for Services provided by the Freelancers as agreed to by Client and Freelancers and submitted to FreeUp. Credit cards are normally charged on Thursday.

(4) Client shall contact the FreeUp Marketplace if there is a concern and/or dispute arising out of or relating to credit card charges and/or attempts to make payment on invoices for Services and attempt to resolve any concern and/or dispute before seeking a chargeback, contacting its bank or taking any other action. This includes full satisfaction of all Notice and Cure/Dispute Resolution as set forth in the FreeUp Client User Agreement - Terms of Use.

(5) Client agrees and warrants that it shall pay for all fees for Services provided by Freelancers including Service Fees exclusively through its credits card(s) and never that of any third party for which Client may have a relationship with.

(6) Client agrees and understands that no prior notification will be provided by FreeUp of an upcoming charge for payment on any invoice and FreeUp has the right to charge payment on any overdue or past due invoices for Services rendered by Freelancers to Client.

(7) Client agrees to keep their Credit Card Account Information up to date with FreeUp at all times.

(8) Client agrees to make all payments for Services rendered by Freelancers in United States Dollars (USD) or cover all currency conversion costs.

(9) At this time, FreeUp uses Stripe, BlueSnap and Armatic, Inc. to store and process payments. At FreeUp's discretion it may choose in the future to switch payment processors from Stripe/ Bluesnap/Armatic to another provider upon prior written notice. Client shall indemnify Payment Processor on behalf of FreeUp and FreeUp, its parent, subsidiaries, predecessors, affiliates, members, directors, officers, insurers, employees and agents, for any claim, demand, loss, liability or expense (including reasonable attorneys' fees, penalties, fines or interest) resulting from any charge or debit to Client's credit card.

(10) In the case of a credit card payment being declined, failing or full payment is unable to be processed (regardless of the reason(s)), Client understands that FreeUp may at its discretion attempt to process the charge again. If Client's credit card is cancelled or full payment is unable to be processed a new credit card must be provided right away. Client agrees that an updated, valid, and functional credit card must be provided within 48 hours. Client is also obligated to contact FreeUp to get the outstanding balance paid within 48 hours and this can be done using a different payment method if needed.

(11) Backup credit cards/payment methods will be automatically charged if Client's primary credit card is declined, fails, or full payment is unable to be processed and no other form of payment has been made by Client. Backup credit cards/payment methods will be automatically charged if Client's primary payment method is a retainer and the retainer is exhausted (regardless of the reason) or if Client's primary payment method is ACH and the ACH is returned, declined, fails, or full payment is unable to be processed no other form of payment has been made by Client. Client authorizes the secondary payment method to be charged without advanced notice of the secondary payment method being charged.

(12) Any individual or representative providing the payment information for Client represents and warrants they have full and unrestricted authority to provide the payment information and authorize full payment on all



future invoices on behalf of Client. In the event the individual or representative, on behalf of Client, does not have full and unrestricted authority to enter into this Authorization Agreement, or provide the payment information, they agree they can be jointly and severally liable for any damages incurred by FreeUp arising out, related to associated with this Authorization Agreement. In the event the signatory on behalf of Entity does not have full and unrestricted authority to provide the payment information and authorize full payment on all future invoices they agree they can be personally jointly and severally liable for any damages incurred by FreeUp arising out of, related to or associated with the Credit Card Terms - Authorization or any payments related to or arising out of these Credit Card Terms - Authorization.

(13) Client understands this authorization shall remain in effect unless and until revoked in writing by an authorized representative of Client but is conditioned wholly upon Payment Processor and FreeUp each receiving such notice and each having reasonable time, at least 15 days prior to the next billing date, to act upon such notice. Client understand that all payments for Services rendered by Freelancers must be made in full, or another method of payment offered by FreeUp must be authorized and agreed to by FreeUp, prior to revocation of this Credit Carms Terms - Authorization.

(14) Clients understands and acknowledges that these Credit Card Terms - Authorization are considered "Other Terms of Use" as the phrase is referenced in the FreeUp Client User Agreement - Terms of Use and these terms are incorporated therein. Client represents and warrants they have read, understand and accepted and agreed to the FreeUp Client User Agreement - Terms of Use.

I acknowledge I have read, understand and agree to the FreeUp Credit Card Terms of Use - Authorization set forth above.

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