

General Terms & Conditions-

Bring a Project Referral Program

1. Definitions

1.1. In these General Terms and Conditions:

- "Outvise" refers to Outvise S.L., a Spanish public limited company with registered office in Barcelona, Outvise, S.L. c/ Doctor Carulla 70, 3º 1ª 08017 Barcelona - Spain, holder of VAT number: ESB66335647
- "Referring Freelancer" refers to the participant in the "Bring a Project" program defined herein.
- "Party" refers individually to Outvise or the Referring Freelancer and collectively to both.
- "Project Referral" refers to the act of the Referring Freelancer introducing a potential client to Outvise, resulting in the successful signing of a contract between Outvise and the referred client for the provision of services.
- "Referred Client" refers to the client introduced to Outvise by the Referring Freelancer through a Project Referral, which subsequently enters into a contractual agreement with Outvise for the provision of services.

1.2. Additional definitions and rules of interpretation shall apply as defined herein.

2. Term & Termination

2.1. These General Terms and Conditions commence upon the Referring Freelancer's acceptance and continue until terminated by either Party with at least 30 days' prior written notice.

2.2. Outvise reserves the right to terminate these General Terms and Conditions immediately upon written notice under specified circumstances.

2.3. Notwithstanding the termination provisions outlined herein, Outvise reserves the right to terminate the agreement immediately and without notice in the event of a breach of any material provision of these General Terms and Conditions by the Referring Freelancer, including but not limited to violations of confidentiality obligations, unethical behavior, or fraudulent activity related to the program.

3. Participation in Bring a Project program

3.1. Subject to compliance with these General Terms and Conditions, Outvise permits the Referring Freelancer to participate in the Bring a Project Program.

3.2. Participation in the Bring a Project Program is contingent upon the Referring Freelancer being a registered freelancer at Outvise. Outvise reserves the right to verify the status of the Referring Freelancer's registration and may refuse participation if the Referring Freelancer's registration is inactive, suspended, or terminated for any reason.

3.3. Outvise reserves the right to suspend the Referring Freelancer's participation at any time for reasons outlined herein.

4. Referral Fees

4.1. Referral Fees are payable where the Referring Freelancer successfully makes a Project Referral as defined herein. A Project Referral is deemed successful when a referred project results in a signed contract between Outvise and the referred client.

4.2. Referral Fees amount to 10% of the total value of the referred project.*

4.3. Referral Fees will only be payable if the total value of the referred project exceeds 3000€, exclusive of any taxes. Projects falling below this threshold will not be eligible for referral fees.

4.4. Referral Fees are due monthly in arrears within 30 days of the relevant transaction.

4.5. Referral Fees are exclusive of VAT and may be subject to set-off by Outvise.

*Excluding projects in Germany. The percentage will be confirmed based on the project and applies to projects with the standard Outvise margin of 20%.

5. Additional Referring Freelancer Obligations

5.1. The Referring Freelancer is obligated to act in good faith, comply with Outvise's rules, policies, and procedures, and refrain from making misleading statements or engaging in unethical behavior.

5.2. Examples of "misleading statements" or "unethical behavior" include but are not limited to: providing false information about Outvise's services, misrepresenting the terms of the program, or engaging in any activities that could harm Outvise's reputation or business interests.

6. Confidential Information

6.1. The Referring Freelancer agrees not to disclose Outvise's Confidential Information except as permitted herein.

6.2. Exceptions to Confidential Information disclosure are outlined herein.

6.3. The Referring Freelancer acknowledges that any unauthorized disclosure or use of Outvise's Confidential Information may result in legal action and financial liability.

7. Data Protection

7.1. The Referring Freelancer shall obtain explicit consent from relevant parties for data transmission to Outvise, as outlined in the Data Protection Policy.

7.2. Outvise shall implement appropriate technical and organizational measures to ensure the security and confidentiality of any transmitted data.

7.3. The Referring Freelancer agrees to promptly notify Outvise in the event of any data breaches or unauthorized access to transmitted data. Outvise will take appropriate measures to address such incidents in accordance with applicable data protection laws.

8. General

8.1. Neither Party shall be liable for events beyond its reasonable control.

8.2. Assignment of rights and obligations is subject to Outvise's consent.

8.3. These General Terms and Conditions constitute the entire agreement between the Parties.

8.4. Any variations to these General Terms and Conditions require written consent from both Parties.

8.5. Waiver of rights is effective only if given in writing.

9. Notices

9.1. Notices shall be in writing and delivered to the addresses specified herein or by email.

9.2. Notice shall be considered received:

a) If sent by pre-paid first-class post or other next working day delivery service, at 9:00 am on the second Business Day after posting; or

b) If sent by email, at the time of transmission. If the transmission occurs outside of the recipient's business hours, as defined herein, the notice shall be deemed received when the recipient's business hours resume. For the purposes of this clause (Article 9.2(b)), "business hours" refer to the hours between 9:00 am and 6:00 pm, Monday through Friday, excluding public holidays, in the recipient's local time zone.

9.3. Deemed receipt of notices is outlined herein.

10. Governing Law and Jurisdiction

10.1. These General Terms and Conditions are governed by the laws of Spain, and any disputes shall be resolved by the courts of Spain.

These General Terms and Conditions constitute the agreement between Outvise and the Referring Freelancer and supersede any previous agreements or understandings.