

Contractual Agreement

By making a payment to DevRoom ("DevRoom", "DR"), you ("Client") agree to and are bound by these Terms and Conditions ("T&Cs"). The service provided by DevRoom is subject to your compliance with the T&Cs, including but not limited to clauses, statements, or other agreements.

When you make a payment to DevRoom, you are purchasing DevRoom's products, programs, or services ("Products").

This Contractual Agreement binds DevRoom and the Client, as well as their respective heirs, legal representatives, successors, and assigns. The Client may not assign their rights under this Contractual Agreement without the express written consent of DevRoom.

Definitions

1. Parties:

For the purposes of the T&Cs, you (the purchaser) are referred to as "Client". DevRoom is referred to as "DevRoom" or "DR".

2. Term:

The engagement of services begins on the first date of Payment.

3. DevRoom's Products:

DR runs a freelance network and the service provided to the Client is handled by DR-hired freelancers (hereby referred to as "Freelancer"). Client's receive virtual Products from the Freelancer via DevRoom.

4. Payment:

The Payment may include extra charges including, but not limited to, fees, VAT (Value Added Tax), service charges or otherwise. These extra charges will be clearly shown to the Client.

The term "Product Cost" refers to the cost of the Product and does not include any extra charges as listed below.

All Payments in DevRoom have a **0-10%** extra charge of the Product Cost, hereby referred to as the "Fee".

The Fee is 10% of the Product Cost at default. The Fee may be different subject to approval, acceptance and discretion of DevRoom and where such is warranted under the final adjudication of DevRoom.

Depending on the location of the Client and jurisdiction of the Client, DevRoom may charge VAT on the Product. VAT applied will match the corresponding VAT laws in the origin of the Client.

In the event of a refund specified in Clause II, the Fee will not be returned to the Client in any circumstance. The Fee is considered irreversible. Hence, in context, refund amounts are in reference to the Product Cost and not the Payment.

5. DevRoom Credits:

DevRoom Credits (referred to as "Credits") are a form of virtual currency denominated in USD. They can be purchased and may occasionally be offered at discounted rates. Credits are exclusively valid within DevRoom or BuildRoom and can only be used to pay commission invoices.

Purchasing and Gifting Credits:

- Credits can be purchased for personal use or virtually gifted to other users, similar to gift cards.
- Purchases of Credits are exempt from the standard commission transaction fee (referred to as the "Fee") charged by DevRoom.

Restrictions:

- Credits are non-transferable after purchase unless explicitly permitted by DevRoom Management.
- Credits cannot be combined with Fee discounts won through DevRoom-hosted events, such as but not limited to, the Advent Calendar Event.
- Credits are valid for 12 months from the date of purchase. Unused Credits will expire and become non-redeemable after this period.

Credit Refunds:

Credits are non-refundable except in cases where a partial or full refund of a commission is issued.

- If a refund is issued in a commission, any Credits used for the payment will be refunded to the client's credit balance. For example, if a \$100 invoice is paid using \$50 in Credits and \$50 via PayPal, a full refund would return \$50 to the credit balance and \$50 to the original payment method.
- Credit refunds can be issued only to the client's credit balance.

Management reserves the right to:

- Add or remove Credits from a user's balance at its discretion.
- Modify the terms and conditions of Credit Purchases at any time without prior notice.

6. Tips:

The Client may issue tips in the Payment (hereby referred to as “Tip”). Tips are extra money sent in the Payment not intended as a payment for the cost of the Product. The Fee is included in the Tip and Tips issued are not warranted to any surcharges.

7. Deadline:

The Client and Freelancer are able to agree on an end-date for the completion of the Product referred to as a “Deadline”. The Deadline must be agreed prior to Payment. If a Deadline is not agreed prior to Payment, it shall be considered inadmissible and void by DevRoom.

A Deadline considered inadmissible and void by DevRoom is referred to as a “Void Deadline”. Conditions outside of non-prior Deadline agreement for a Void Deadline are stated within the T&Cs.

A Product may not have a Deadline, but may have an estimated completion date referred to as “ECD”. ECDs are **not** considered Deadlines. DevRoom advises the Client to agree to a Deadline with the Freelancer prior to Payment.

8. Contact and Communication:

Contact and communication between the Client, Freelancer and DevRoom occurs on the platform ‘Discord’ (<https://discord.com/>) in a specific ‘Channel’ (<https://discord.com/blog/starting-your-first-discord-server>) created for the Product referred to as “Ticket”. Any contact outside of the Ticket will be considered inadmissible for the purpose of the T&Cs.

9. Commercial Licence:

A “Commercial Licence” refers to a license issued by DevRoom for a specific Product. A Commercial Licence may have a cost that is separate to the Payment and Product Cost.

Commercial Licences at DevRoom follow a particular format as follows,

- I. Commercial Licence A:
 - A. Product may be sold to **one** purchaser.
 - B. If or when the Product is sold, the Client forfeits all rights and ownership of the Product. The respective rights and ownership of the Product are transferred to the purchaser. The purchaser of the Product is able to sell the Product under Commercial Licence A.
- II. Commercial Licence B:
 - A. Product may be sold to **five** purchasers.

- B. If or when sold to five buyers, the Client retains ownership and rights of the Product. Purchasers of the Product are **not** able to claim, copy, reproduce, leak, sell or otherwise distribute the Product.

III. Commercial Licence C:

- A. Product may be sold to **unlimited** purchasers.
- B. The Client retains ownership and rights of the Product. Purchasers of the Product **are** able to claim, copy, reproduce, sell and distribute the Product subject to approval, acceptance and discretion of the Client where such is warranted under the final adjudication of the Client.

10. Backups:

DevRoom may store the Product or copies of the Product on DevRoom property referred to as "Backups".

11. Social Media:

DevRoom may own accounts on other social media platforms referred to as "DevRoom Social Media". These platforms may consist of, but not limited to, Twitter (<https://twitter.com/>), Instagram (<https://instagram.com/>), Facebook (<https://www.facebook.com/>), Planet Minecraft (<https://www.planetminecraft.com/>), MC-Market (<https://www.mc-market.org/>), Google (<https://ads.google.com/>), Discord (<https://discord.com/>) and WeChat (<https://www.wechat.com/>).

12. Additional Charges:

DevRoom may seek further extra charges for a Product outside of the scope of the Fee and Payment referred to as "Additional Charge".

13. Product Support:

Upon the completion of the Product, the Client is entitled to 30 days of free support referred to as "Product Support". Subsequent support required may be subject to Additional Charge.

Product Support has a strict use-case.

- I. The Client can request the Freelancer to fix issues, problems or bugs in the Product that were caused directly by DevRoom or the Freelancer.
- II. The Client can request the Freelancer to fix inconsistency in the Product where applicable.
- III. The Client can request changes to the Product subject to approval, acceptance and discretion of DevRoom and where such is warranted under the final adjudication of DevRoom.

The Client may be able to purchase extended Product Support including additional days of support and more use-cases. Additional days and further use-case will be discussed with the Client and agreed upon.

14. Intellectual Property:

Documents, images, audio, video or other property owned by DevRoom is referred to as “Intellectual Property”.

15. DevRoom Resource(s):

DevRoom operates an online store selling virtual, premade, downloadable Products. Clients receive virtual, premade, downloadable Products from DevRoom. DevRoom Resources may **not** be exclusive and may be sold to many buyers.

16. Minimum Product Value:

Any Product ordered from DevRoom must have a minimum value of 7.50 in the specified currency, excluding any Fees. This is hereby referred to as the “Minimum Product Value”.

Commissions Terms and Conditions

The following Terms and Conditions apply when ordering DevRoom Products (custom products from DevRoom Freelancers).

- I. The Client agrees that Payment to DevRoom is for the Product.
- II. The Client agrees that Payments to DevRoom are **non-refundable** unless under specific circumstances where subject to approval, acceptance and discretion of DevRoom and where such is warranted under the final adjudication of DevRoom refunds may be provided. All subsequent subclauses in the context of a refund are subject to approval, acceptance and discretion of DevRoom where such is warranted under the final adjudication of DevRoom and may not represent all of the possibilities of where DevRoom may award a refund.
 - A. If the Product has a Deadline and the Deadline has been exceeded by the Freelancer **AND** the Deadline is not a Void Deadline, the Client may be eligible for a refund of 5% per day exceeded of the Product Cost up to a maximum of 40% of the Product Cost.
 - B. If the completed Product is substandard and does not accurately reflect the requirements and description of the Product **AND** the Client can prove this therein, the Client may be eligible for a refund up to a maximum of 30% of the Product Cost whereby the percentage refunded is subject to the discretion of DevRoom.
 - C. If the Product is more than or equal to 90% incomplete upon exceeding the Deadline **AND** the Deadline is not a Void Deadline whereby the percentage completed of the Product can be represented, understood and shown clearly, the

Client may be eligible for a refund of the Product Cost hereby voiding Clause II.A in this context.

- D. If the Freelancer discontinues progress of the Product prior to Product completion, the Client may be eligible for a refund of the Product Cost.
 - E. If DevRoom cancels, discontinues or otherwise prevents completion of the Product and service whereby the Client is in compliance with the T&Cs, the Client may be eligible for a refund of the Product Cost.
- III. The Client agrees to **not** claim, copy, reproduce, leak or otherwise distribute any Intellectual Property.
- IV. The Client agrees that Payment will be issued upfront before Product progress can commence.
- A. If the Product is completed where the Client has direct access to the Product (complete or incomplete), the Payment must be issued 100% upfront.
 - B. If the Product is completed where the Client does **not** have direct access, the Payment must be issued at minimum 50% upfront with the subsequent 50% of the Payment being issued upon Product completion.
 - 1. If the Product Cost is valued at less than or equal to 10.00 in the specified currency, the Payment must be issued 100% upfront.
- V. The Client agrees that they will not have access to or be provided with the Product until the Payment is issued in full at 100% where in compliance with Clause IV and its subclauses.
- VI. The Client agrees to **not** claim, copy, reproduce, leak or otherwise distribute the Product unless the Client has purchased a Commercial Licence.
- VII. The Client agrees that DevRoom reserves and retains the right to store a Backup of the Product.
- VIII. The Client agrees that DevRoom reserves and retains the right to deny, reject or terminate service to the Client if the Client is in breach of the T&Cs or any laws set forth in the jurisdiction of DevRoom, the Client or the Freelancer.
- IX. The Client agrees that DevRoom may take photographs, videos, audio recordings, screenshots or other recordings of the Product that DevRoom may use for future commercial or non-commercial purposes. The Client agrees and understands the Client is consenting to being recorded and photographed and to the use of the Client's likeness and voice in perpetuity by DevRoom for whatever purpose DevRoom sees fit whilst ensuring privacy of the Client under our Privacy Policy.
- X. The Client agrees that if they do not contact or communicate in the Ticket for more than or equal to one week since the last point of contact or communication without prior notice provided in the Ticket, DevRoom reserves the right to terminate the service to the Client under Clause VIII.
- XI. The Client agrees that DevRoom may seek Additional Charges for the Product if the Client requests changes, additions, retractions, edits or otherwise updates to the Product during Product completion by the Freelancer whereby under the following reasons:
- A. The Client has a drastic change in mind for the Product.
 - B. The Client has a drastic change required or requested for the Product.

C. The Client has requested extras, additions or add-ons for the Product that were not originally requested or in the scope of the Product.

- XII. The Client agrees that upon Product completion, DevRoom is not liable to fix issues, bugs or problems occurring in the Product if these issues, bugs or problems are not caused directly by DevRoom or the Freelancer.
- XIII. The Client agrees that upon Product completion, the Client is entitled to Product Support.
- XIV. The Client agrees that the T&Cs may change at any time and the Client agrees that the Client does not need to be notified regarding the changes. The Client is expected to read and review the T&Cs consistently.
- XV. The Client agrees to only conduct contact, communication and conversation in the Ticket and the Client agrees to **not** contact the Freelancer outside of the Ticket or outside of DevRoom property.
- XVI. The Client agrees that termination is not permitted. If the Client chooses to end participation prior to Product completion, the Client will **not** receive a refund and will be responsible for completing Payment outlined in Clause IV.
- XVII. The Client agrees that DevRoom reserves all ownership rights to any Intellectual Property provided to the Client through Client's participation. DevRoom provides the Client with a single-user license authorising the Client to use the Intellectual Property for their individual purposes only. The Client agrees to not share, copy, distribute, disseminate, or sell the materials for either commercial or non-commercial purposes.
- XVIII. The Client agrees that this Contractual Agreement constitutes the entire agreement between the Client and DevRoom. This Contractual Agreement supersedes and cancels all prior or contemporaneous discussions, writings, negotiations and agreements.
- XIX. The Client agrees that if any term in this Contractual Agreement is found to be void or voidable, the remaining terms in this Contractual Agreement are unaffected and deemed to remain in full force and effect including terms that are similar.
- XX. The Client agrees that the Client has **limited liability**. The amount of liability recoverable for any cause of action that arises under this Contractual Agreement shall not exceed the Payment regardless of whether the cause of action is based in tort, contract or any other theory of liability. Under no circumstances will DevRoom be liable for special, incidental, indirect or consequential damages of any kind, or for any loss of use, business interruption, costs of procurement of substitute goods or services, lost profits, or lost data, even if the Client has been advised of the possibility of such damages.
- XXI. The Client agrees that the service DevRoom provides is "as is" and without any kind of warranty (express or implied). DevRoom is expressly disclaiming any warranties of title, non-infringement, merchantability, and fitness for a particular purpose, as well as any warranties implemented by a course of performance, course of dealing or usage of trade.
- XXII. The Client agrees that in the event of a Data Breach, DevRoom is not to be held responsible. All data the Client provides is provided with the knowledge of the possibility of a Data Breach.
 - A. The Client agrees that DevRoom will not be required to provide any compensation for a Data Breach.

- XXIII. The Client agrees that they are using DevRoom's services at their own risk.
- XXIV. The Client understands that DevRoom does not guarantee that:
- A. Products will be secure or available to download at any particular time or location.
 - B. Products with defects, bugs, issues or errors will be corrected.
 - C. Products will be free of viruses or other harmful materials
 - D. The result of using DevRoom's services will meet your expectations.
- XXV. The Client agrees that this Contractual Agreement does not create any agency, partnership, joint venture, employment, or franchisee relationship between you and DevRoom.
- XXVI. The Client agrees to not crawl, scrape or spider any website, page or content provided by DevRoom or to reverse engineer or to attempt to obtain the source code of the services provided by DevRoom (including both Intellectual Property and DevRoom Resources) without DevRoom's express permission.
- XXVII. The Client agrees to not interfere with or try to disrupt services provided by DevRoom.
- A. For example, by distributing a virus, excessive requests to our platform or other harmful computer code.
- XXVIII. The Client agrees that if DevRoom gets sued because of the something the Client committed, the Client agrees to defend and indemnify us.
- A. Therefore, the Client agrees to defend DevRoom (including any of DevRoom's employees) and hold us harmless from any legal claim or demand (including reasonable lawyer's fees) that arises from the Client's actions, the Client's use (or misuse) of DevRoom's services, the Client's breach of this Contractual Agreement, or the Client's infringement of someone else's rights.
 - B. DevRoom reserves the right to handle DevRoom's legal defense however we see fit, even if the Client is indemnifying us, in which case the Client agrees to cooperate with us so DevRoom can execute our strategy.
- XXIX. The Client agrees that if the Product has a Deadline, DevRoom may consider the Deadline a Void Deadline and therefore the Deadline is to be considered inadmissible by The Client, DevRoom and The Freelancer. DevRoom may consider a Deadline to be a Void Deadline for the following reasons:
- A. Delays in Product completion have occurred due to third-party reasons outside of the scope of DevRoom and the Freelancer, including, but not limited to,
 - 1. Waiting on updates for third-party software,
 - 2. Waiting on updates from the Client,
 - 3. Delays not caused by DevRoom or the Freelancer therein.
 - B. The Product requested has changed since the start of Product completion.
- XXX. The Client acknowledges that DevRoom only accepts orders for Products that respect the Minimum Product Value. The Client agrees to pay the full amount of the invoice, which must be equal to or greater than the Minimum Product Value in the currency of the invoice, not including any Fees. This clause does not affect the Client's ability to give Tips to the Freelancer of any value.

DevRoom Resources Terms and Conditions

The following Terms and Conditions apply when purchasing DevRoom Resources.

- I. The Client agrees that Payment to DevRoom is for the DevRoom Resource.
- II. The Client agrees that Payments to DevRoom are **non-refundable** due to the nature of virtual, downloadable content.
- III. The Client agrees to **not** claim, copy, reproduce, leak or otherwise distribute any Intellectual Property.
- IV. The Client agrees that Payment will be issued upfront before the Client can download DevRoom Resources.
- V. The Client agrees to **not** claim, copy, reproduce, leak or otherwise distribute the DevRoom Resource or DevRoom Resources unless the Client has been provided with explicit permission to do so within the Resource's subsequent Terms and Conditions.
- VI. The Client agrees that DevRoom reserves and retains the right to store a backup of the Resource.
- VII. The Client agrees that DevRoom reserves and retains the right to deny, reject or terminate service to the Client if the Client is in breach of the T&Cs or any laws set forth in the jurisdiction of DevRoom or the Client.
 - A. Upon termination by DevRoom due to this Clause, the Client agrees that they may lose access to their bought Resources.
- VIII. The Client agrees that DevRoom may take photographs, videos, audio recordings, screenshots or other recordings of the Resource that DevRoom may use for future commercial or non-commercial purposes. The Client agrees and understands the Client is consenting to being recorded and photographed and to the use of the Client's likeness and voice in perpetuity by DevRoom for whatever purpose DevRoom sees fit whilst ensuring the privacy of the Client under our Privacy Policy.
- IX. The Client agrees that the T&Cs may change at any time and the Client agrees that the Client does not need to be notified regarding the changes. The Client is expected to read and review the T&Cs consistently.
- X. The Client agrees that DevRoom reserves all ownership rights to any Intellectual Property provided to the Client through the Client's participation. DevRoom provides the Client with a single-user license authorising the Client to use the Intellectual Property for their individual purposes only. The Client agrees to not share, copy, distribute, disseminate, or sell the materials for either commercial or non-commercial purposes.
- XI. The Client agrees that this Contractual Agreement and any further Terms and Conditions stated on the Resource description constitutes the entire agreement between the Client and DevRoom. This Contractual Agreement and any further Terms and Conditions stated on the Resource description supersedes and cancels all prior and contemporaneous discussions, writings, negotiations and agreements.
- XII. The Client agrees that if any term in this Contractual Agreement and any further Terms and Conditions stated on the Resource description is found to be void or voidable, the remaining terms in this Contractual Agreement and any further Terms and Conditions stated on the Resource description are unaffected and deemed to remain in full force and effect including terms that are similar.

- XIII. The Client agrees that the Client has **limited liability**. The amount of liability recoverable for any cause of action that arises under this Contractual Agreement or any further Terms and Conditions stated on the Resource description shall not exceed the Payment regardless of whether the cause of action is based in tort, contract or any other theory of liability. Under no circumstances will DevRoom be liable for special, incidental, indirect or consequential damages of any kind, or for any loss of use, business interruption, costs of procurement of substitute goods or services, lost profits, or lost data, even if the Client has been advised of the possibility of such damages.
- XIV. The Client agrees that the price stated at checkout is the price required to pay for access to the Resource.
- XV. The Client agrees that in the event of a Data Breach, DevRoom is not to be held responsible. All data the Client provides is provided with the knowledge of the possibility of a Data Breach.
- A. The Client agrees that DevRoom will not be required to provide any compensation for a Data Breach.
- XVI. The Client agrees that the Client should not use the Resource Reviews to report bugs, issues or problems within a Resource. The Client should open a DevRoom Support Ticket to report bugs, issues or problems within a Resource.
- XVII. The Client agrees that the service DevRoom provides is “as is” and without any kind of warranty (express or implied). DevRoom is expressly disclaiming any warranties of title, non-infringement, merchantability, and fitness for a particular purpose, as well as any warranties implemented by a course of performance, course of dealing or usage of trade.
- XVIII. The Client understands that DevRoom does not guarantee that:
- A. Resources will be secure or available to download at any particular time or location.
- B. Resources with defects, bugs, issues or errors will be corrected.
- C. Resources will be free of viruses or other harmful materials
- D. The result of using DevRoom’s services will meet your expectations.
- XIX. The Client agrees that they are using DevRoom’s services at their own risk.
- XX. The Client agrees that this Contractual Agreement does not create any agency, partnership, joint venture, employment, or franchisee relationship between you and DevRoom.
- XXI. The Client agrees to not crawl, scrape or spider any website, page or content provided by DevRoom or to reverse engineer or to attempt to obtain the source code of the services provided by DevRoom (including both Intellectual Property and DevRoom Resources) without DevRoom’s express permission.
- XXII. The Client agrees to not interfere with or try to disrupt services provided by DevRoom.
- A. For example, by distributing a virus, excessive requests to our platform or other harmful computer code.
- XXIII. The Client agrees that if DevRoom gets sued because of the something the Client committed, the Client agrees to defend and indemnify us.
- A. Therefore, the Client agrees to defend DevRoom (including any of DevRoom’s employees) and hold us harmless from any legal claim or demand (including

reasonable lawyer's fees) that arises from the Client's actions, the Client's use (or misuse) of DevRoom's services, the Client's breach of this Contractual Agreement, or the Client's infringement of someone else's rights.

- B. DevRoom reserves the right to handle DevRoom's legal defense however we see fit, even if the Client is indemnifying us, in which case the Client agrees to cooperate with us so DevRoom can execute our strategy.

Confidentiality

Any information discussed or any information the Client, Freelancer or DevRoom comes to know during Product completion is confidential. This does not include information Client makes available during group calls, information that the Client, Freelancer or DevRoom was aware of prior to executing the T&Cs, nor does it include information that was gained by a third party, or information that was available to the public through no breach of confidentiality by the Client.

Confidential information may be shared if and only if waived by the Client, Freelancer and DevRoom in writing.

Disclaimer

DevRoom makes no guarantees about DevRoom's Products and the results that the Client may have from purchasing Products. The Client agrees that any statements made by DevRoom regarding potential outcomes are opinions and are not binding on DevRoom. DevRoom may provide testimonials from previous clients, which is not to be relied upon to predict results in your specific situation. The results you experience will be dependent on many factors including, but not limited to, your level of personal responsibility, commitment and abilities, in addition to those factors that you and/or DevRoom may not be able to anticipate.

The Client should never consider any of DevRoom's services, products or programs a substitute for professional medical or mental health services or advice nor should the service be construed as professional therapy. DevRoom's services are not intended to treat, diagnose, cure or prevent any disease. If, at any time, the Client needs or requires medical and/or psychological treatment, it is the Client's responsibility to seek it out.

Any information provided by DevRoom regarding wealth, abundance, income, earnings, business profits or personal financial status is for informational purposes only. The information may provide real-life examples and/or hypothetical examples of possible outcomes, which are in no way guarantees of what will occur in your specific situation. Financial outcomes depend on many factors including, but not limited to, your level of personal responsibility, commitment and abilities, in addition to those factors that you and/or DevRoom may not be able to anticipate. The Client agrees that DevRoom is not responsible for your success or lack thereof. The Client's reliance on any information provided is done at the Client's risk.

Warranties

The Client and DevRoom warrant that they have full authority to enter into this Contractual Agreement.

DevRoom warrants that its services will be provided by qualified people and in a competent manner in accordance with industry standards.

The Client warrants that it has any necessary permission, licenses, rights and releases to lawfully execute its duties set forth in this Contractual Agreement.

EXCEPT FOR THE EXPRESS WARRANTIES IN THIS CONTRACTUAL AGREEMENT, CLIENT NOR DEVROOM MAKES ANY OTHER WARRANTIES EITHER EXPRESS OR IMPLIED.

Privacy Policy

The Privacy Policy can be downloaded at <https://www.devroomteam.com/legal/privacy.pdf>