

Terms of Use

The Workstant.com website (hereinafter referred to as the "Exchange") (LUMINIUM GROUP LTD) is a resource for organizing interaction between Customers and Providers for the purpose of buying, selling, and ordering various types of services that comply with United Kingdom laws. The Exchange is a stand-alone software system registered under the applicable laws of United Kingdom.

"Customer" - A person who has registered with the Exchange as a customer for the purpose of ordering work or for the purpose of purchasing services/goods.

"Performer" - a person who has registered on the "Exchange" as a service provider for the purpose of receiving work orders, including for the purpose of selling finished services and digital goods.

"User" - any individual or legal entity after registration on the "Exchange" ("Executors" and "Customers" are users of the "Exchange").

"Service" - the result of intellectual labor, published or provided by the "Executor" through the "Exchange". Any Service published on the "Exchange" (hereinafter - Service) is the result of intellectual labor of the Executor.

"Arbitration" - an independent arbitration committee of the "Exchange", acts as a third party in resolving disputes between the Customer and the Contractor and may seek the assistance of independent experts. The decision of the "Arbitration" is final and not subject to review on the merits of the dispute.

"Electronic Account" (hereinafter - the "Account") - a virtual number assigned to each User of the "Exchange". All financial settlements within the "Exchange" shall be made using these accounts. This User Agreement is a public offer. Registration of any individual on the "Exchange" as "Executor" or "Customer" is automatically considered as confirmation of his agreement with the provisions of this offer, as well as acceptance of the obligation to comply with all provisions of this agreement.

General agreement

1. The "Customer" and the "Contractor" undertake not to publish their contact information and not to share it with other users of the "Exchange". Contact data includes E-mail, phone numbers and other messengers, as well as links to pages in social networks, links to third-party sites where information with your contact data may be located, as well as any links and data containing personal information about users. "Customer" and "Executor" confirm that any communication within the framework of the execution of an order or the purchase of "Services" will take place exclusively within the "Exchange".
2. "Company" agrees to keep the personal information of "Customers" and "Performers" confidential.
3. "Customer" and "Performer" may not publish or distribute plagiarism, "Works" or information that violates the rights of others, malicious software, information that contains foul language, insults, is intended to promote war, terrorism, violates the copyright of third parties, as well as other information for the distribution of which there is criminal or administrative liability under the current laws of United Kingdom.
4. "Contractor" and "Customer" are fully responsible for their actions on the "Exchange" that cause harm to others.
5. In case of violation of the terms of this agreement, "Company" has the right to block the violator's access to the "Exchange" completely or temporarily, as well as to apply penalties in the form of withdrawal of part of the remuneration for the ordered "Services", during the performance of which the violation was committed, but not more than the full cost of the "Services".
6. "Company" shall be liable to "Customers" and "Performers" only in the amount of funds deposited by them on the "Exchange" accounts. Payment of any other funds to "Customers" and "Executors" is not provided, regardless of the situation and the measure of responsibility of the "Company". In case of conflict situations and appeals of the

"Executor" or the "Customer" to the Exchange Administration, the parties undertake to agree with the decision made by the Exchange Administration or the Arbitration Commission of the Exchange. This decision shall not be subject to further consideration and appeal.

7. Services uploaded by "Contractor" or "Customer" in the "Services" section are their property and cannot be used by "Company" for commercial purposes or transferred to third parties outside the "Exchange". The owner of the service itself determines its value on the "Exchange", but not less than 42 USD. "Service" can be removed from the "Exchange" at any time at the request of "Contractor" or "Customer".

8. Exchange Workstant.com is not a tax agent of the Executor. Using the services of the system, the Executor is solely responsible for the payment of taxes in accordance with the tax laws of the country of his residence.

8.1. An agency agreement (public offer agreement) is concluded with the Executor by accepting it when registering on the Exchange.

8.2. The user who has registered on the website by accepting the User Agreement in the role of the Contractor or the Customer acts as the Executor.

9. The administration reserves the right to suspend the account of the "Customer" or the "Executor" on the Exchange, but at the same time fulfilling all its financial obligations to them. Users may contact the Exchange's User Support e-mail - support@workstant.com to find out the reasons for the suspension.

10. In order to ensure the safety of funds on users' accounts, the administration reserves the right to freeze funds on the accounts of "Customers" or "Performers".

11. "Company" reserves the right to open the texts of the files uploaded to the "Services" section for prior review by customers and indexing by search engines.

12. "Users" are forbidden to create Accounts which can be further used for causing material damage to the Site and/or third parties. The "Company" reserves the right to

block Accounts which may be used in the future to cause material damage to the Site and/or third parties, if detected.

13. "Company" undertakes to keep confidentiality of contact and payment data of "Users".

14. The "Company" has the right to prohibit access to the "Exchange" for "Users" who have violated the provisions of this Agreement.

15. "Users" have the right to contact the support service of the site to solve a disputable situation related to the performance of work - support@workstant.com

16. "Company" has the right to apply penalties when dealing with each situation individually.

17. The "Company" has the right to change the terms of this agreement unilaterally. In this case the "Company" is obliged to notify the "Contractors" and the "Customers" about the entry into force of the new conditions by posting the new agreement on the "Exchange".

Rights and obligations of "Customers"

1. The "Customer" is obliged to pay remuneration to the "Contractor" for the execution of the work, on the terms agreed with the "Contractor" under the order. At the same time, the "Customer" agrees that the money necessary to pay for the work of the "Contractor", in the 100% amount, are reserved on his "Account" in the "Exchange" system at the time of the order.

2. In case within 3 days after the service provision by the "Executor" the "Client" has not made requirements for its improvement or complaints about the terms and quality of performance, the work is considered accepted and payment for the service is made automatically from reserved funds.

3. "The Customer" has the right to request the "Contractor" to correct the work without additional payment within the task: within all days before the deadline for delivery of the work and within 3 days after acceptance of the work. If adjustments are again required after the work has been completed, the "Customer" may request adjustments again within 3 days after acceptance of the work.

4. The "Customer" has the right to a full or partial refund of the funds deposited in the "Account" as an advance payment for the work and the funds reserved for the duration of the work, in case the "Contractor" has not performed the work or has not performed in accordance with the task. The "Arbitration" shall decide on the refund.

Rights and Obligations of Performers

1. The "Contractor" undertakes to provide fully accurate data about himself during the registration on the "Exchange".

2. "Contractor" guarantees the performance of the "Work" within the deadlines set by "Customer" in full and in accordance with the task formulated by "Customer".

3. "Contractor" is entitled to remuneration for the work performed and accepted by "Customer" within the amount agreed with "Customer". In case of untimely or low-quality performance of the work, the "Contractor" may be partially or fully deprived of remuneration for it at the discretion of the "Company".

4. The "Contractor" undertakes to make adjustments to the work performed by him in accordance with the requirements of the "Customer" within all days before the deadline for delivery of the work and within 3 days after acceptance of the work by the "Customer". In the event that the "Customer" again requires adjustments after the improvements are made, the "Contractor" is obliged to make adjustments to the work provided by him again within 3 days after acceptance of the work.

5. The Exchange charges a commission to maintain servers and correct operation of the site. The commission amount is 20% of the transaction amount between the Customer and the Service Provider.

6. Exchange of contact information between the Provider and the Customer is forbidden. In case of threefold detection, we block the account of the Executor, having made all mutual settlements. We respect the confidentiality of your data and ask you to respect it, as we act as a guarantor.

7. By registering, the Executor confirms that he has read and accepted the "Terms of User Agreement" and accepted the Agency Agreement.

Responsibilities of the parties

1. The user is responsible for the information he posts, for his behavior on the "Exchange", for the safety of his username and password.

2. The "Company" shall be liable to the "User" in the amount not exceeding the amount of payment made to his "Account", taking into account the change in the amount of payment at the relevant time. The "Company" does not pay any additional compensation to "Users".

3. The "Company" is not responsible:

3.1. For information posted by "Users".

3.2. For any actions performed by "Users" on the "Exchange", including the timing and quality of work performed by "Executors".

3.3. For unjustified claims of the Customers to the Executors and vice versa.

3.4. For non-observance of the copyrights of third parties.

3.5. For any direct or indirect harm, damage (losses) incurred due to the use or inability to use the Exchange.

3.6. For unauthorized access by third parties to information stored in the system. This user agreement is mandatory for reading and acceptance by users working at the exchange workstant.com.

Working in the service is a full and unconditional agreement with these rules, as in the process of registration as a "User" on the "Exchange" you automatically agree to these rules. This automatically confirms that you are familiar with them.