

# SIP Management.co.uk Terms & Conditions

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Welcome to SIPManagement.co.uk

These terms and conditions outline the rules and regulations for the use of SIP Management Websites.

SIP Management is a brand name for Solomon IP Management LTD, a company registered under company house number: 11480416

By accessing this website, we assume you accept these terms and conditions in full. Do not continue to use Solomon IP management ltd.'s website if you do not accept all of the terms and conditions stated on this page. The following terminology applies to these Terms and Conditions, Privacy Statement and Disclaimer Notice and any or all Agreements: "Client", "You" and "Your" refers to you, the person accessing this website and accepting the Company's terms and conditions. "The Company", "Ourselves", "We", "Our" and "Us", refers to our Company. "Party", "Parties", or "Us", refers to both the Client and ourselves, or either the Client or ourselves. All terms refer to the offer, acceptance and consideration of payment necessary to undertake the process of our assistance to the Client in the most appropriate manner, whether by formal meetings of a fixed duration, or any other means, for the express purpose of meeting the Client's needs in respect of provision of the Company's stated services/products, in accordance with and subject to, prevailing law of. Any use of the above terminology or other words in the singular, plural, capitalisation and/or he/she or they, are taken as interchangeable and therefore as referring to the same.

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Redistribute content from Solomon IP management ltd (unless content is specifically made for redistribution).

## **User Comments**

This Agreement shall begin on the date hereof. Certain parts of this website offer the opportunity for users to post and exchange opinions, information, material and data ('Comments') in areas of the website. Solomon IP management ltd does not screen, edit, publish or review Comments prior to their appearance on the website and Comments do not reflect the views or opinions of Solomon IP management ltd, its agents or affiliates. Comments reflect the view and opinion of the person who posts such a view or opinion. To the extent permitted by applicable laws Solomon IP management ltd shall not be responsible or liable for the Comments or for any loss cost, liability, damages or expenses caused and or suffered as a result of any use of and/or posting of and/or appearance of the Comments on this website. Solomon IP management ltd reserves the right to monitor all Comments and to remove any Comments which it considers in its absolute discretion to be inappropriate, offensive or otherwise in breach of these Terms and Conditions. You warrant and represent that: You are entitled to post the Comments on our website and have all necessary licenses and consents to do so; The Comments do not infringe any intellectual property right,

including without limitation copyright, patent or trademark, or other proprietary right of any third party; The Comments do not contain any defamatory, libellous, offensive, indecent or otherwise unlawful material or material which is an invasion of privacy. The Comments will not be used to solicit or promote business or custom or present commercial activities or unlawful activity. You hereby grant to Solomon IP management Ltd a non-exclusive royalty-free license to use, reproduce, edit and authorize others to use, reproduce and edit any of your Comments in any and all forms, formats or media.

### **Hyperlinking to our Content**

The following organizations may link to our Web site without prior written approval:

Government agencies; Search engines; News organizations;

Online directory distributors when they list us in the directory may link to our Web site in the same manner as they hyperlink to the Web sites of other listed businesses; and Systemwide Accredited Businesses except soliciting non-profit organizations, charity shopping malls, and charity fundraising groups which may not hyperlink to our Website.

These organizations may link to our home page, to publications or to other Web site information so long as the link: (a) is not in any way misleading; (b) does not falsely imply sponsorship, endorsement or approval of the linking party and its products or services; and (c) fits within the context of the linking party's site. We may consider and approve in our sole discretion other link requests from the following types of organizations: commonly-known consumer and/or business information sources such as Chambers of Commerce and Consumers Union; dot.com community sites; associations or other groups representing charities, including charity giving sites, online directory distributors; internet portals; accounting, law and consulting firms whose primary clients are businesses; and educational institutions and trade associations.

We will approve link requests from these organizations if we determine that: (a) the link would not reflect unfavourably on us or our accredited businesses (for example, trade associations or other organizations representing inherently suspect types of business, such as work-at-home opportunities, shall not be allowed to link); (b) the organization does not have an unsatisfactory record with us; (c) the benefit to us from the visibility associated with the hyperlink outweighs the absence of; and (d) where the link is in the context of general resource information or is otherwise consistent with editorial content in a newsletter or similar product furthering the mission of the organization. These organizations may link to our home page, to publications or to other Web site information so long as the link: (a) is not in any way misleading; (b) does not falsely imply sponsorship, endorsement or approval of the linking party and its products or services; and (c) fits within the context of the linking party's site. If you are among the organizations listed in paragraph 2 above and are interested in linking to our website, you must notify us by sending an e-mail to [info@sipmanagement.co.uk](mailto:info@sipmanagement.co.uk)

Please include your name, your organization name, contact information (such as a phone number and/or e-mail address) as well as the URL of your site, a list of any URLs from which you intend to link to our Web site, and a list of the URL(s) on our site to which you would like to link. Allow 2-3 weeks for a response. Approved organizations may hyperlink to our Web site as follows: By use of our corporate name; or By use of the uniform resource locator (Web address) being linked to; or By use of any other description of our Web site or material being linked to that makes sense within the context and format of content on the linking party's site. No use of Solomon IP management Ltd.'s logo or other artwork will be allowed for linking absent a trademark license agreement. Iframes Without prior approval and express written permission, you may not create frames around our Web pages or use other techniques that alter in any way the visual presentation or appearance of our Web site.

### **Reservation of Rights**

We reserve the right at any time and in its sole discretion to request that you remove all links or any particular link to our Web site. You agree to immediately remove all links to our Web site upon such request. We also reserve the right to amend these terms and conditions and its linking policy at any time. By continuing to link to our Web site, you agree to be bound to and abide by these linking terms and conditions. Removal of links from our website If you find any link on our Web site or any linked web site objectionable for any reason, you may contact us about this. We will consider requests to remove links but will have no obligation to do so or to respond directly to you. Whilst we

endeavour to ensure that the information on this website is correct, we do not warrant its completeness or accuracy; nor do we commit to ensuring that the website remains available or that the material on the website is kept up to date.

### **Content Liability**

We shall have no responsibility or liability for any content appearing on your Web site. You agree to indemnify and defend us against all claims arising out of or based upon your Website. No link(s) may appear on any page on your Web site or within any context containing content or materials that may be interpreted as libellous, obscene or criminal, or which infringes, otherwise violates, or advocates the infringement or other violation of, any third-party rights.

### **Disclaimer**

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### **SIP Management.io's Terms of Service**

Last Update: NOV 2021

Welcome to SIP Management.io

The following terms of service (these "Terms of Service" ), govern your access to and use of the SIP Management Marketplace website, including any content, functionality and services offered on or through [www.Sipmanagement.io](http://www.Sipmanagement.io) (the "Site" ) by Solomon Ip management Ltd. and, with respect to payment processing services, by its subsidiaries.

Please read the Terms of Service carefully before you start to use the Site. By using the Site, opening an account or by clicking to accept or agree to the Terms of Service when this option is made available to you, you accept and agree to be bound and abide by these Terms of Service and our Privacy Policy, incorporated herein by reference. If you do not want to agree to these Terms of Service or the Privacy Policy, you must not access or use the Site. For more detailed policies surrounding the activity and usage on the Site, please access the designated articles herein.

This Site is offered and available to users who are 16 years of age or older. If you are under 16 you may not use this Site or the SIP Management services. By using this Site, you represent and warrant that you are of legal age to form a binding contract and meet all of the foregoing eligibility requirements. If you do not meet all of these requirements, you must not access or use the Site. Our Customer Support team is available 24/7 if you have any questions regarding the Site or Terms of Service. Contacting our Customer Support team can be performed by submitting a request. The original language of these Terms of Service, as well as all other texts throughout the Site, is English.

## **Key Terms**

*Buyers* are users who purchase services on SIPManagement.io

*Custom Offers* are exclusive proposals that a Seller can create in response to specific requirements of a Buyer.

*Custom Orders* are requests made by a Buyer to receive a Custom Offer from a Seller.

*Disputes* are disagreements experienced during an order between a Buyer and Seller.

*Balance* is the aggregated amount of your Revenue as a Seller and/or returned payments from cancelled orders as a Buyer.

**Order Page** is where Buyers and Sellers communicate with each other in connection with an ordered Gig. Orders are the formal agreement between a Buyer and Seller after a purchase was made from the Seller's Gig Page.

*Payment Services Provider(s)* are service providers that provide payment services to Buyers and Sellers in connection with the SIP Management platform, including with respect to collection of funds from Buyers in connection with purchases, remittance and withdrawal of funds to Sellers, currency exchange services in connection with payments in local currencies, and the holding of funds in connection with Balances.

*Revenue* is the money that Sellers earn from completed orders and can either withdraw or use to purchase on SIP Management, subject to these Terms.

*Sellers* are users who offer and perform services through Gigs.

## **Overview (Main terms, in a nutshell)**

- Only registered users may buy and sell on SIPManagement.io. Registration is free.
- Gigs or services on SIPManagement.io may be offered at any starting price.
- Buyers pay SIPManagement.io in advance to create an order (see Purchasing Section below regarding payment terms).
- Orders are purchased through the Order button found on a Seller's Gig page or through a Custom Offer.
- For fees and payments please read the purchasing section.
- Sellers must fulfill their orders, and may not cancel orders on a regular basis or without cause. Cancelling orders will affect Sellers' reputation and status.
- Seller's gain account statuses (Levels) based on their performance and reputation. Advanced levels provide their owners with benefits, including offering services for higher prices through Gig Extras, or selling their Gig in multiples.
- Users may not offer or accept payments using any method other than placing an order through SIPMananagemnt.io
- When purchasing a Gig, Buyers are granted all rights for the delivered work, unless otherwise specified by the Seller on their Gig page. Note: some Gigs charge additional payments (through Gig Extras) for Commercial Use License. See our "Ownership" and "Commercial Use License" sections below for more information.
- SIPManagement retains the right to use all published delivered works for marketing and promotion purposes.
- We care about your privacy. You can read our Privacy Policy. The Privacy Policy is a part of these Terms of Service and incorporated herein by reference.
- Users undertake to comply with Community Standards, which are a set of behavior rules and guidelines, applicable to the SIP Management community and marketplace in addition to these Terms of Service, as updated from time to time.

## **SELLERS**

### **Basics**

- Sellers or Service providers create Gigs on to allow Buyers to purchase their services.
- Sellers may also offer Custom Offers to Buyers in addition to their Gigs.
- SIPMnagement.io accredits Sellers once an order is completed. See our "Orders" section below for a definition of a completed order.
- If an order is cancelled (for any reason), the funds paid will be returned to the Buyer's account Balance.

- Revenues are only made available for withdrawal from the Revenue page following a safety clearance period of 14 days after the order is marked as complete. Top Rated Sellers and Pro Sellers are eligible to withdraw revenue following a safety clearance period of 7 days after the order is marked as complete.
- Sellers may not promote their Gigs or any SIPManagement.io content via the Google Ads platform.
- Sellers may withdraw their revenues using one of withdrawal options (see Withdrawal Section below regarding payment terms).
- The Seller's rating is calculated based on the order reviews posted by Buyers. High ratings allow Sellers to obtain advanced Seller levels (see Levels below). In certain cases, exceedingly low ratings may lead to the suspension of the Seller's account.
- For security concerns, SIPManagement.io may temporarily disable a Seller's ability to withdraw revenue to prevent fraudulent or illicit activity. This may come as a result of security issues, improper behavior reported by Buyers, or associating multiple accounts to a single withdrawal provider.
- Sellers are responsible for paying any direct or indirect taxes, including any GST, VAT or otherwise, which may apply to them depending on residency or location. Sellers represent and warrant that they comply, and will comply at all times, with their obligations under income tax provisions in their jurisdiction. The price shown on the Gig page is inclusive of all such taxes and charges that may apply to the Sellers.
- Appointment as Limited Payment Collection Agent: Seller hereby appoints SIPManagement.io as Seller's limited authorized payment collection agent solely for the purpose of accepting payments (via its Payment Services Provider, if applicable) from Buyer, and remitting those payments to Seller. Seller agrees that payment from Buyer to SIPManagement.io shall be considered the same as payment made directly to Seller. Buyer's payment obligation to Seller will be satisfied upon receipt of payment by SIPManagement (or its Payment Services Provider, as applicable), and SIPManagement (via its Payment Services Provider, as applicable) is responsible for remitting the funds to the Seller in the manner described in these Terms of Service. In the event that SIP Management (via Payment Services Provider) does not remit any such amounts to Seller, the Seller will have recourse only against SIP Management and not the Buyer directly. Seller agrees that SIPManagement may describe or otherwise reflect the terms contained herein in any terms of service, receipts, disclosures, or notices including, but not limited to, receipts provided to Buyers that SIPManagement may deem necessary or prudent.
- SIP Management.io partners with Payment Services Providers for purposes of collecting payments from Buyers, transferring such payments from Buyers to Sellers, and holding funds in connection with Balances. All payments services in connection with the withdrawal of funds on the SIP Management.io platform are performed by SIP Management's Payment Services Providers. • Sellers are responsible for obtaining a general liability insurance policy with coverage amounts that are sufficient to cover all risks associated with the performance of their services.

### **Gigs®**

- Sellers are allowed to post a select amount of active Gigs based on their Level status.
  - Gigs created on SIP Management are User Generated Content.
- Gigs and/or users may be removed by SIP Management from the Site for violations of these Terms of Service and/or our Community Standards, which may include (but are not limited to) the following violations and/or materials:
  - Illegal or Fraudulent services
  - Copyright Infringement, Trademark Infringement, and violation of a third party's terms of service reported through our Intellectual Property Claims Policy
  - Adult oriented services, Pornographic, Inappropriate/Obscene
  - Intentional copies of Gigs
  - Spam, nonsense, or violent or deceptive Gigs
  - Gigs misleading to Buyers or others
  - Reselling of regulated goods
  - Offering to prepare academic works on behalf of Buyers
  - Services that extend beyond 30 days of service duration
  - Exceedingly low quality Gigs
  - Gigs that are removed for violations mentioned above, may result in the suspension of the Seller's account.

- Gigs that are removed for violations are not eligible to be restored or edited.
- Gigs may be removed from our Search feature due to poor performance and/or user misconduct.
- Gigs may include pre-approved website URLs contained within the Gig description and requirements box. Gigs containing websites promoting content, which violates Terms of Service and/or our Community Standards, will be removed.
- Gigs are required to have an appropriate Gig image related to the service offered. An option to upload two additional Gigs images are available to all Sellers. Sellers must deliver the same quality of service as shown on their Gig images. Recurring deliveries that don't match the quality shown on the Gig images may lead to the Seller's account losing Seller status or becoming permanently disabled.
- Statements on the Gig Page that undermine or circumvent these Terms of Service are prohibited.
- Eligible Gigs in select Categories may set up Gig Packages to offer their services in structured formats with multiple price points for the selected Gig.
- Certain categories are available only to Pro Sellers to create Gigs. If you are not a Pro Seller, creating a Gig for services available to Pro only may result in removal of your Gig.
- Sellers have the option to extend the duration of an Order for each Gig Extra that is added to the Order. This is to cover the time needed to complete the extra service.

## **Levels**

SIP Management.io is all about helping Sellers leverage their skills. We seek to empower top performing Sellers with helpful tools to grow their business. Sellers who invest in self-promotion may achieve greater customer satisfaction. And, if they deliver on time and maintain high quality and ratings, SIP Management may reward them with new statuses, special opportunities, benefits, and tools that come with it.

- Sellers can gain account Levels based on their activity, performance and reputation. The advancement criteria.
- Advancements in Levels are updated periodically by an automated system.
- The current Levels a Seller can achieve are, Level 1, 2, and Top Rated.
- Sellers who cannot maintain their high quality service, experience a severe drop in ratings, or stop delivering on time risk losing their Seller status and the benefits that come with it. For example, late deliveries, warnings to the Seller's account and cancellations can cause a Seller to move to a different Level.
- Advanced levels provide their owners with additional benefits, including offering Gigs for higher prices through Gig Extras, or selling their Gig in multiples.

## **Top Rated Sellers**

- Top Rated Sellers are chosen manually by SIP Management editors through an ongoing review process based on seniority, volume of sales, extremely high ratings, exceptional customer care, high order completion rate and community leadership. Top Rated Sellers gain access to more extensive features than previous levels, including exclusive access to beta features and VIP support.
- Top Rated eligibility is constantly evaluated by SIP Management to ensure that the quality standards and expectations of the Top Rated selection is kept. SIP Management retains the right to change a Top Rated Seller status in light of such evaluation. In addition, Top Rated Sellers who cannot maintain their high quality service through a severe drop in ratings, stop delivering on time, increased cancellation rate or violate our Terms of Service and/or our Community Standards, also risk losing their Top Rated status and the benefits that come with it.

## **Withdrawing Revenues**

- To withdraw your revenue, you must have an account with at least one of SIP Management's Payment Service Providers for the withdrawal methods. All funds eligible for Withdrawal will be held on your behalf at an account with a Payment Services Provider. All payment services, including withdrawal services will be provided by SIP Management's Payment Services Provider.
- Your profile can be associated with only one account from each withdrawal method. A Payment Service Provider withdrawal account can be associated with only one profile.
- Revenues are only made available for withdrawal from the Revenue page following a safety clearance period of 14 days after the order is marked as complete. Top Rated Sellers are eligible to withdraw revenue following a safety clearance period of 7 days after the order is marked as complete.
- To withdraw your available revenue, you must click on the designated withdrawal provider to initiate the withdrawal process.
- Withdrawals can only be made in the amount available to you.
- Withdrawals are final and cannot be undone. We will not be able to reverse this process once it has begun.
- In certain cases, Sellers may withdraw Revenues in several different currencies. All currency exchange services in connection with such withdrawals are performed by SIP Management's Payment Services Providers. Your Balance is always derived from its US\$ value and, therefore, the local currency amount of your Balance may change daily in accordance with exchange rate fluctuations and also includes conversion fees.

## **BUYERS**

### Basics

- You may not offer direct payments to Sellers using payment systems outside of the SIP Management platform.
- SIP Management retains the right to use all publicly published delivered works for marketing and promotional purposes.
- Buyers may request a specific service from the Post a Request feature.

### **Purchasing**

Buyers pay SIP Management to create an order from a Seller's Gig page or Custom Offer, using the Order Now button. SIP Management partners with Payment Services Providers for purposes of collecting all payments from Buyers, transferring such payments from Buyers to Sellers, and holding funds in connection with their Balances. All payments services in connection with the collection of funds on the SIP Management platform are performed by SIP Management's Payment Services Providers.

- In addition, Buyers can request a Custom Order which addresses specific Buyer requirements, and receive a Custom Offer from Sellers through the site.
- In most locations, purchases on SIPManagement.io can be made by using one of the following payment methods: Credit Card and PayPal. Additional payment methods may apply in certain locations.
- Service fees are added at the time of purchase where a Buyer can review and accept the total amount requested to pay. These fees cover administrative fees. Your existing Balance will be automatically applied to your next purchase.
- You may not offer Sellers to pay, or make payment using any method other than through the SIP Management.io site. In case you have been asked to use an alternative payment method, please report it immediately to Customer Support .
- To protect against fraud, unauthorized transactions (such as money laundering), claims or other liabilities, payment information in connection with withdrawals is collected by either SIP Management or SIP Management's Payment Services Providers. Payment Services Providers may also collect such other information as necessary for the purpose of processing withdrawal payments. SIP Management is not exposed to the payment information provided to Payment Services Providers, and this information is subject to the privacy policy applicable to the Payment Service Provider.

- By using any payment method and/or providing payment details for making purchases on SIP Management, you represent and warrant that: (a) you are legally authorized to provide such information; (b) you are legally authorized or have permission to make payments using the payment method(s); (c) if you are an employee or agent of a company or person that owns the payment method, you are authorized by that company or person to use the payment method to make payments on SIP Management; and (d) such actions do not violate any applicable law.

### **Local Currencies**

- Buyers may pay on SIP Management in several different currencies. Unless stated otherwise, you will be charged in the currency displayed on the payment page. All currency exchange services in connection with payments and withdrawals in local currencies are performed by SIP Management's Payment Services Providers. In certain cases, however, when certain currencies are not supported by certain payment methods, you will be charged in US\$ even if the price is displayed in another currency. In any event, the actual charged amount (in the actual payment currency) will be clearly disclosed to you before you complete the payment.
- Your SIP Management Balance is always valued in US\$, even if it is displayed in a non-US\$ currency. Therefore, should you choose to view your SIP Management Balance in any currency other than US\$, it may change daily in accordance with exchange rate fluctuations, while always maintaining the same US\$ value. Users always have the option to view their SIP Management Balance in US\$ by changing their selected displayed currency.

### **Taxes**

- Buyers may be charged with indirect taxes (such as Sales Tax, VAT or GST) depending on their residency, location and any applicable law, in addition to the price shown on the site, and, in any event, any such taxes will always be displayed to the Buyer before payment.
- Buyers agree that they are responsible to comply with all tax requirements applicable to them, including but not limited to any obligation to deduct or withhold taxes. It is hereby clarified that all prices and fees that appear on the Site are the net amounts that will be paid following any direct or indirect taxes, levy, withholding tax and/or deductions.

## **ORDERS**

### **Basics**

- Once payment is confirmed, your order will be created and given a unique SIP Management order number (#FO).
- Sellers must deliver completed files and/or proof of work using the Deliver Work button (located on the Order page) according to the service that was purchased and advertised on their Gig.
- The Deliver Work button may not be abused by Sellers to circumvent Order guidelines described in this Terms of Service. Using the "Deliver Work" button when an Order is not fulfilled may result in a cancellation of that Order after review, affect the Seller's rating and result in a warning to Seller.
- An Order is marked as Complete after it is marked as Delivered and then accepted by a Buyer. An Order will be automatically marked as Complete if not accepted and no request for modification was submitted within 3 days after the Order was marked as Delivered.
- We encourage our Buyers and Sellers to try and settle conflicts amongst themselves. If for any reason this fails after using the Resolution Center or if you encounter non-permitted usage on the Site, users can contact SIP Management's Customer Support department for assistance.

### **Handling Orders**

- When a Buyer orders a Gig, the Seller is notified by email as well as notifications on the site while logged into the account.



- Sellers are required to meet the delivery time they specified when creating their Gigs. Failing to do so will allow the Buyer to cancel the Order when an Order is marked as late and may harm the Seller's status.
- Sellers must send completed files and/or proof of work using the Deliver Completed Work button (located on the Order page) to mark the Order as Delivered.
- Users are responsible for scanning all transferred files for viruses and malware. SIP Management will not be held responsible for any damages which might occur due to site usage, use of content or files transferred.
- Buyers may use the "Request Revisions" feature located on the Order Page while an Order is marked as Delivered if the delivered materials do not match the Seller's description on their Gig page or they do not match the requirements sent to the Seller at the beginning of the order process.

## **Reviews**

- Feedback reviews provided by Buyers while completing an Order are an essential part of SIP Management's rating system. Reviews demonstrate the Buyer's overall experience with the Sellers and their service. Buyers are encouraged to communicate to the Seller any concerns experienced during their active order in regards to the service provided by the Seller.
- Leaving a Buyer's feedback is a basic prerogative of a Buyer. Feedback reviews will not be removed unless there are clear violations of our Terms of Service and/or our Community Standards.
- To prevent any misuse of our Feedback system, all feedback reviews must come from legitimate sales executed exclusively through the SIP Management platform from users within our Community. Purchases arranged, determined to artificially enhance Seller ratings, or to abuse the SIP Management platform with purchases from additional accounts, will result in a permanent suspension of all related accounts.
- Feedback comments given by Buyers are publicly displayed on a Seller's Gig page.
- Work Samples are the delivered images and videos sent to a Buyer in a delivery message. Work Samples are added to a Seller's Live Portfolio on their Gig page if the Buyer chooses to publish the Work Sample while providing a public feedback review.
- Withholding the delivery of services, files, or information required to complete the Gig's service with the intent to gain favorable reviews or additional services is prohibited.
- Responding and posting a review: Once work is delivered, the Buyer has five days to respond. If no response is provided within the response period, the Order will be considered completed.
- Users are allowed to leave reviews on Orders up to 10 days after an Order is marked as complete. No new reviews may be added to an Order after 10 days.
- Sellers may not solicit the removal of feedback reviews from their Buyers through mutual cancellations.
- Feedback reviews are unavailable for orders made through the Logo Maker.

## **Disputes and Cancellations**

We encourage our Buyers and Sellers to try and settle conflicts amongst themselves. If for any reason this fails after using the Resolution Center or if you encounter non-permitted usage on the Site, users can contact SIP Management's Customer Support department for assistance.

## **Order Cancellations**

- SIP Management encourages Buyers and Sellers to resolve service disputes mutually.
- Eligibility for requests to cancel an order will be assessed by our Customer Support team based on a number of factors, including violations of our Terms of Service and/or our Community Standards, general misconduct, and improper usage of the delivery system. See below for Order specific eligibility.
- Completed orders (or, where applicable, completed milestones) may be cancelled, upon review of our Customer Support team, up to 14 days after the order (or Milestone) is marked as complete. Please be advised that orders cannot be partially cancelled (i.e. we can only cancel the entire order when it is justified).

- In rare circumstances where we find it appropriate, our Customer Support team may cancel a completed order even after 14 days have passed from its completion. In such cases, the amounts paid for the cancelled order will be returned to the Buyer's Balance and will be deducted from the Seller's Balance or, if there are no sufficient amounts in the Seller's Balance, from future revenues of such Seller.
- Orders are not eligible to be cancelled based on the quality of service/materials delivered by the Seller if the service was rendered as described in the Gig Page. Buyers may rate their experience with the Seller on the Order Page, including the overall level of service quality received.
- Any non-permitted usage of SIP Management encountered during an Order, after being reviewed by our Customer Support team, may result in the order being cancelled. This includes, but not limited to; harassment, unlawful behavior, or other violations of SIP Management's Terms of Service.
- SIP Management Customer Support will cancel orders based on, but not limited to, the following reasons:
  - Active Orders (after the Buyer submits their requirements and before the Seller delivers on SIP Management)
    - The Seller is late and unresponsive for more than 24 hours while the order is marked as Late.
    - Users are abusive towards the other party through threats of low ratings or leveraging order materials (such as logins, personal information) against each other.
    - Users supplied or included copyright/trademark infringing materials as part of the Buyer requirements or the Seller's delivery.
    - The user is no longer an active SIP Management user due to Terms of Service violations or closure of their account.
  - Delivered Orders (after the Seller clicks Deliver Now and before the order is marked as complete)
    - The Seller uses the Delivery system to extend the delivery due date to complete the requested service without providing the final delivered service to Buyers. Note: Multiple reported offenses will result in permanent suspension of your account.
    - The Seller delivers no files and/or proof of work related to the agreed upon order requirements. Note: Subjectivity of the materials in question will be reviewed by our Customer Support team.
    - The Seller requests additional payments, on or off the SIP Management platform, by withholding the final delivery of services directly related to the agreed requirements.
      - The Seller is withholding the final delivery of services for improved ratings.
      - Buyers who abuse the Request Revisions button to gain more services from Sellers beyond the agreed requirements.
      - Buyers who threaten to leave a damaging review to gain more services from the Seller not related to the agreed requirements.
  - Completed Orders (after the order is marked as complete and before the 14 day limitation)
    - Users who have been reported to use copyright/trademark infringing materials after verification and with proof.
    - Buyers who did not purchase commercial use rights and are reported to have used the materials commercially. Note: Terms of Commercial use are found on the Seller's Gig Page and cannot be retroactively included once the order is completed for over 14 days.
    - SIP Management Customer Support will review cases of Order delivery manipulation that prevents Buyers and Sellers from fully utilizing our Resolution Center that enabled the order to be marked as complete.

## **Refunds**

- SIP Management does not automatically refund payments made for cancelled orders back to your payment provider. Funds from order cancellations are returned to the Buyer's Balance and are available for future purchases.
- Deposit refunds (i.e. refunds directly to your payment provider) can be performed by our Customer Support team, based on the Order's original payment amount and currency. To prevent fraud and abuse, we limit the total amount of times users can request a payment provider refund, which is subject to review by our Customer Support team. Such refunds may be subject to an additional fee.

## **User Conduct and Protection**

SIP Management enables people around the world to protect, develop and monetise their IP by providing and gaining access to value added support and services via SIPManagement.co.uk and SIPManagement.io.

Members of the SIP Management community communicate and engage through orders, social media, and on the SIP Management's Community Forums.

SIP Management maintains a friendly, community spirited, and professional environment. Users should keep to that spirit while participating in any activity. This section relates to the expected conduct users should adhere to while interacting with each other on SIP Management. To report a violation of our Terms of Service and/or our Community Standards, User Misconduct, or inquiries regarding your account, please contact our Customer Support team.

## **Basics**

- To protect our users' privacy, user identities are kept anonymous. Requesting or providing Email addresses, Skype/IM usernames, telephone numbers or any other personal contact details to communicate outside of SIP Management in order to circumvent or abuse the messaging system or platform is not permitted.
- Any necessary exchange of personal information required to continue a service may be exchanged within the Order Page.
- SIP Management does not provide any guarantee of the level of service offered to Buyers. You may use the dispute resolution tools provided to you in the Order Page.
- SIP Management does not provide protection for users who interact outside of the platform.
- All information and file exchanges must be performed exclusively on SIP Management 's platform.
- Rude, abusive, improper language, or violent messages will not be tolerated and may result in an account warning or the suspension/removal of your account.
- SIP Management is open to everyone. Discrimination against a community member based on gender, race, age, religious affiliation, sexual preference or otherwise is not acceptable and may result in the suspension/removal of your account.
- Users may not submit proposals or solicit parties introduced through SIP Management to contract, engage with, or pay outside of SIP Management.

## **Orders**

- Users with the intention to defame competing Sellers by ordering from competing services will have their reviews removed or further account status related actions determined by review by our Trust & Safety team.
- Users are to refrain from spamming or soliciting previous Buyers or Sellers to pursue removing/modifying reviews or cancelling orders that do not align on Order Cancellation or Feedback policies.

- SIP Management reviews cases of payment provider chargebacks and disputes on behalf of Sellers.

## **Gigs**

- Users may report Gigs to Customer Support that may be in violation of SIP Management 's Terms of Service based on the reported Gig's replicated similarity to pre-existing services (copycat Gigs).
- Sellers warrant that any content included in their Gigs shall be original work conceived by the Sellers and shall not infringe any third party rights, including, without limitation, copyrights, trademarks or service marks.

## **Reporting Violations**

If you come across any content that may violate our Terms of Service and/or our Community Standards, you should report it to us through the appropriate channels created to handle those issues as outlined in our Terms of Service.

All cases are reviewed by our Trust & Safety team. To protect individual privacy, the results of the investigation are not shared. You can review our Privacy Policy for more information.

## **Violations**

Users may receive a warning to their account for violations of our Terms of Service and/or our Community Standards or any user misconduct reported to our Trust and Safety team. A warning will be sent to the user's email address and will be displayed for such users on the Site. Warnings do not limit account activity, but can lead to your account losing Seller statuses or becoming permanently disabled based on the severity of the violation.

## **Non-Permitted Usage**

Adult Services & Pornography

-Inappropriate Behavior & Language -

Phishing and Spam -

Privacy & Identity -

Authentic SIP Management Profile -

Intellectual Property Claims -

Fraud / Unlawful Use -

Abuse and Spam Multiple Accounts -

Targeted Abuse - Selling Accounts -

## **Proprietary Restrictions**

The Site, including its general layout, design and content, is exclusively owned by SIP Management and protected by copyright law.

## **Confidentiality**

Sellers should recognize that there might be a need for Buyers to disclose certain confidential information to be used by Sellers for the purpose of delivering the ordered work, and to protect such confidential information from unauthorized use and disclosure. Therefore, Sellers agree to treat any information received from Buyers as highly sensitive, top secret and classified material. Without derogating from the generality of the above, Sellers specifically agree to (i) maintain all such information in strict confidence; (ii) not disclose the information to any third parties; (iii) not use the information for any purpose except for delivering the ordered work; and (vi) not to copy or reproduce any of the information without the Buyer's permission.

## **General Terms**

- SIP Management reserves the right to put any account on hold or permanently disable accounts due to breach of these Terms of Service and/or our Community Standards or due to any illegal or inappropriate use of the Site or services.
- Violation of Terms of Service and/or our Community Standards may get your account disabled permanently.
- Users with disabled accounts will not be able to sell or buy on SIP Management.
- Users who have violated our Terms of Service and/or our Community Standards and had their account disabled may contact our Customer Support team for more information surrounding the violation and status of the account.
- Users must be able to verify their account ownership through Customer Support by providing materials that prove ownership of that account.
- Sellers will be able to withdraw their revenues from disabled accounts after a safety period of 90 days following full verification of ownership of the account in question, from the day of the last cleared payment received in their account and subject to SIP Management's approval.
- SIP Management may make changes to its Terms of Service from time to time. When these changes are made, a new copy of the terms of service available on this page.

## **User Generated Content**

User Generated Content ("UGC") refers to the content added by users as opposed to content created by the Site. All content uploaded to SIPManagement.io by our users (Buyers and Sellers) is User Generated Content.

SIPManagement does not check user uploaded/created content for appropriateness, violations of copyright, trademarks, other rights or violations. We invite everyone to report violations together with proof of ownership as appropriate. Reported violating content may be removed or disabled.

Furthermore, SIP Management is not responsible for the content, quality or the level of service provided by the Sellers. By offering a service, the Seller undertakes that he/she has sufficient permissions, rights and/or licenses to provide, sell or resell the service that is offered. Sellers advertising online their Gig must comply with laws and terms of service of the advertising platform or relevant website used to advertise. Failing to do so may result in removal of the Gig, as applicable, and may lead to the suspension of Seller's account.

## **Ownership**

Ownership and limitations: When purchasing a Gig or service on SIPManagement.io, unless clearly stated otherwise on the Seller's Gig page/description, when the work is delivered, and subject to payment, the Buyer is granted all intellectual property rights, including but not limited to, copyrights for the work delivered from the Seller, and the Seller waives any and all moral rights therein. The delivered work shall be considered work-for-hire under the U.S. Copyright Act. In the event the delivered work does not meet the requirements of work-for-hire or when US Copyright Act does not apply, the Seller expressly agrees to assign to Buyer the copyright in the delivered work. All transfer and assignment of intellectual property to Buyer shall be subject to full payment for the Gig and the delivery may not be used if payment is cancelled for any reason. For removal of doubt, in custom created work (such as art work, design work, report generation etc.), the delivered work shall be the exclusive property of Buyer, and Seller assigns all rights, title and interest in the delivered work. Some Gigs (including for custom created work) charge additional payments (through Gig Extras) for a Commercial Use License. This means that if you purchase the Gig for personal use, you will own all rights you require for such use, and will not need the Commercial Use License. If you intend to use it for any charge or other consideration, or for any purpose that is directly or indirectly in

connection with any business, or other undertaking intended for profit, you will need to buy the Commercial Use License through a Gig Extra and will have broader rights that cover your business use.

## **Gig Commercial**

Use License By purchasing a “Commercial Use License” with your Gig Order, the Seller grants you a perpetual, exclusive, non-transferable, worldwide license to use the purchased delivery for Permitted Commercial Purposes. For the avoidance of doubt, the Seller retains all ownership rights. “Permitted Commercial Purposes” means any business related use, such as (by way of example) advertising, promotion, creating web pages, integration into product, software or other business related tools etc., and strictly excludes any illegal, immoral or defamatory purpose. This License is subject to SIP Management’s Terms of Service. There is no warranty, express or implied, with the purchase of this delivery, including with respect to fitness for a particular purpose. Neither the Seller nor SIP Management will be liable for any claims, or incidental, consequential or other damages arising out of this license, the delivery or your use of the delivery.

## **Disclaimer of Warranties**

YOUR USE OF THE SITE, ITS CONTENT AND ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE IS AT YOUR OWN RISK. THE SITE, ITS CONTENT AND ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. NEITHER SIP Management NOR ANY PERSON ASSOCIATED WITH SIP MANAGEMENT MAKES ANY WARRANTY OR REPRESENTATION WITH RESPECT TO THE COMPLETENESS, SECURITY, RELIABILITY, QUALITY, ACCURACY OR AVAILABILITY OF THE WEBSITE. THE FOREGOING DOES NOT AFFECT ANY WARRANTIES WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW. Limitation on Liability IN NO EVENT WILL SIP Management, ITS AFFILIATES OR THEIR LICENSORS, SERVICE PROVIDERS, EMPLOYEES, AGENTS, OFFICERS OR DIRECTORS BE LIABLE FOR DAMAGES OF ANY KIND, UNDER ANY LEGAL THEORY, ARISING OUT OF OR IN CONNECTION WITH YOUR USE, OR INABILITY TO USE, THE WEBSITE, ANY WEBSITES LINKED TO IT, ANY CONTENT ON THE WEBSITE OR SUCH OTHER WEBSITES OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE OR SUCH OTHER WEBSITES, INCLUDING ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO, PERSONAL INJURY, PAIN AND SUFFERING, EMOTIONAL DISTRESS, LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF GOODWILL, LOSS OF DATA, AND WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT OR OTHERWISE, EVEN IF FORESEEABLE. IN ACCEPTING LIABILITY AS THE LIMITED AUTHORIZED PAYMENT COLLECTION AGENT OF SELLER, SIP MANAGEMENT AND ITS AFFILIATES ASSUME NO LIABILITY FOR ANY ACTS OR OMISSIONS OF SELLER. THE FOREGOING DOES NOT AFFECT ANY LIABILITY WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

## **NFT MINTING**

NFT stands for non-fungible token. Fungible means something that can be replaced with another identical item. By uploading your work to be minted you accept this terms and condition, including the full assignment of your work copyrights to SIP Management . You hereby waive all moral rights in the Works arising out of Chapter IV of the Copyright, Designs and Patents Act 1988.

## **Payments**

Following the complete recoupment of any upfront cost from Net Receipts, SIP Management shall pay you Assignor a Royalty of **60%** of the Net Receipts from the NFT(s) sales in consideration for the right assigned by this And a Resale Commission of **5%**.