



SERVICE AGREEMENT POLICY

Version 1.0 (May 2013)

Service Agreement Policy

This Service Agreement Policy regulates the relationship between the professional and the client. The terms set out below shall form part of each service contract unless amended in writing between the parties to a particular service contract. In the event of an inconsistency between this policy and the Service Terms, the Service Terms shall govern. A list of documents forming part of the service contract is set out in the Service Terms.

Matters relating to performance

1. The professional must perform the services -
 - 1.1. in a timely and professional manner;
 - 1.2. in accordance with the service description, specifications and mile stones (if any) in the service contract;
 - 1.3. to a level of quality no lower than what industry standards require;
 - 1.4. with due care and skill and in good faith;
 - 1.5. in accordance with all applicable laws of any applicable jurisdiction, including laws governing self-employed individuals and business entities (as the case may be); and
 - 1.6. using his own equipment and materials, or procuring these at his own expense.
2. The professional must perform the services at or by such times as have been agreed by the parties. Dates and times may be extended or changed only by the mutual agreement of the parties in writing.
3. The professional is an independent contractor, which is to say the professional performs the services independently and not under the control and direction of the client.
4. When entering into an agreement the parties shall agree on a set of contracting terms based on one of the following sets of standard terms as offered by the professional:

	STRICT	STANDARD	CORPORATE
Payment terms	Contracting + 7 days	Contracting + 7 days	Contracting + 7 days
SecurePay	X	✓	✓
SecurePay release schedule	N/A	Gradual per session release after 2nd/QA session (within 5 days from session completion)	Gradual per session release after 2nd/QA session (within 5 days from session completion)
Standard minimum discounts (5%/10%/20%)	✓	✓	✓
Corporate Programme	Optional	Optional	Optional
Quality Assurance	X	✓	✓
Free Intro meeting	Optional	Optional	✓
Free Sustain session	Optional	Optional	✓
Termination & Refund	As per moreme's Refund, Termination & Dispute Resolution Policy	As per moreme's Refund, Termination & Dispute Resolution Policy	As per moreme's Refund, Termination & Dispute Resolution Policy
moreme Dispute Assistance	X	✓	✓

The parties may deviate from any of these standard terms based upon mutual agreement entered into and posted on the appropriate Assignment Terms page on moreme's website.

Intellectual Property Rights

5. The professional shall not, and warrants that he will not, unlawfully use any IPR when providing the services. “Unlawfully” in the previous sentence includes using third party IPR without explicit, legally effective permission to do so, using IPR whose ownership is in dispute or unknown, or otherwise using IPR in a manner which is contrary to any applicable law of any relevant state.
6. The professional warrants that he has (and is able to document that he has) the legal right to use all such IPR as he uses or intends to use to provide the services in accordance with the service contract, including the right to convey upon the client a license as set out in clause 8, below.
7. Subject to the following clause -
 - 7.1. no IPR owned by the professional shall vest in the client;
 - 7.2. no license shall be created in favour of the client to use any IPR owned by the professional;
 - 7.3. the client shall not be a licensee (or sublicensee) of any IPR which the professional does not own but has a legal right to use;
8. If under the service contract the professional is obligated to provide the client with a deliverable (or if, irrespective of such obligation, the professional does in fact provide the client with such deliverable) then the following shall apply from the time the professional receives full payment for the services:
 - 8.1. the professional waives any moral rights he may have in relation to the deliverable under the laws of any jurisdiction;
 - 8.2. the professional grants the client an irrevocable, perpetual, worldwide, royalty-free license to copy the deliverable and to use it for the purpose for which it was intended by the client under the service contract; but
 - 8.3. the said license does not include the right to
 - i. create derivative works of the deliverable;
 - ii. transfer the deliverable to a third party other than to the client’s employer (or its successor);
 - iii. sublicense the deliverable to any third party; nor
 - iv. in any other way use the deliverable to directly generate income, for any purpose for which it was not intended, or in any other way harmful or prejudicial to the professional’s proprietary and legal interests in the IPR contained in the deliverable.
 - 8.4. The professional warrants that the deliverable is not subject to any legal restrictions and shall be free of any third party interests.

Conflicts of Interest

9. The professional agrees not to enter into any agreement (including any service contract) during the duration of this service contract (or accept any other obligation), which is inconsistent or incompatible with the professional's obligations under this service contract. The professional warrants that he is not bound by such agreement, service contract or other obligation at the time of commencement of this service contract.

Payment

10. Payment shall be made in accordance with the terms agreed (cf clause 4, above) and the Payment Policy.

Confidentiality

11. While performing the service contract the professional may come to obtain information of a personal or confidential nature (as defined below). The professional shall -
 - 11.1. not disclose any personal or confidential information to any third party without prior written permission of the client;
 - 11.2. use such personal or confidential information only for the purpose for which it was provided;
 - 11.3. protect such personal and confidential information from unauthorised access or use using at least the same degree of care as the professional accords his own confidential information, but in any event the degree of care shall be no less than such as the client may reasonably expect from a person whose work involves access to and possession of personal and confidential information; and
 - 11.4. promptly return any of the client's documents (and any other property) to the client, or destroy such documents or property if the client so instructs.
12. "Personal information" means information pertaining to the client, his family or any other individual, which the client either states to be of a personal nature, or which professional reasonably understands may be of a personal nature.
13. "Confidential information" means information pertaining to the client's business, or his employer, or any other commercial or non-commercial entity, which the client either states to be of a confidential nature, or which the professional reasonably understands may be of a confidential nature, including any information pertaining to such business', employer's or entity's business, business plans, trade secrets, staff, know-how, products, finances, strategies, data, customers, suppliers and marketing.

Representations & Warranties

14. If the professional represents in his user profile, or otherwise represents to the client, that the professional has certain qualifications, capabilities or experience then the professional hereby warrants that he has such qualifications, capabilities or experience.
15. The professional warrants that he will perform the services personally and will not delegate any part of the performance of the services or creation of any deliverables to any other person, including any employee.
16. The professional further warrants that the services and the deliverables (if any) will fully conform with the terms of this service contract.

Indemnity

17. The professional shall defend, indemnify and hold harmless the client against any loss or damage resulting from any claim related to -
 - 17.1. any breach or alleged breach of any of the provisions of this service contract by the professional;
 - 17.2. infringement or alleged infringement of any third party intellectual property rights by the professional; and
 - 17.3. any misappropriation or alleged misappropriation of any trade secret or other intellectual property by the professional.
18. The client shall indemnify the professional for any loss or damage suffered by the professional as a result of the client's breach of any of the provisions of this service contract.

Termination

19. This service contract may be terminated without cause if both parties agree to do so in writing.
20. The client may terminate this service agreement immediately by notice if the professional commits a material breach of any provision in the sections entitled Conflict of Interest or Confidentiality, or if the services are not performed in at or by such time as has been agreed by the parties.
21. Subject to the previous clause, each party may terminate this agreement immediately in the event the other party has committed a material breach of this service contract and not rectified such breach upon having been given 15 days' written notice to do so. Where the breach is such that it cannot by its very nature be rectified then the innocent party may terminate the service contract immediately upon notice.
22. Upon the termination of this service contract:
 - 22.1. The Refund, Termination & Dispute Resolution Policy will apply; and
 - 22.2. the professional shall promptly return any of the client's property to the client, or destroy such property if the client so instructs.
23. The following terms shall survive the termination of this service contract: clauses 8, 10, 11, 12, 13, 17, 24, 25, 30 and 31.

Exclusion & Limitation of Liability

24. Neither party shall be liable to the other party for any special, economic, consequential, incidental or punitive damages.
25. Except for damages arising out of the professional's breach of confidentiality under clause 11 each party's liability under this service contract shall be limited to USD 100,000 (one hundred thousand US dollars).

Miscellaneous Provisions

26. This service contract shall be governed by the law of the Kingdom of Denmark and shall be subject to the Courts of Denmark at Copenhagen.
27. This service contract is personal to the parties and may not be assigned by either party without the other party's prior written consent.
28. Neither party may assign any of its rights or obligations under this service contracts without the other party's prior written consent. Any attempt to assign any right or obligation contrary to the foregoing shall be null and void.
29. Each party must deliver all notices intended to have legal effect to the other party through the moreme messaging service or the appropriate Assignment Terms page on moreme's website.
30. The client shall be entitled to injunctive relief in the event the professional has (or the client has reason to believe that the professional is about to) divulge any of the client's confidential information.
31. Any waiver or failure to enforce any provision of this service contract on one or more occasions shall not be deemed a waiver of any right under this service contract.
32. This agreement is the final and complete agreement between the parties. It supersedes all prior discussions and representations made between them. No amendments may be made to this agreement except upon mutual agreement entered into and posted on the appropriate Assignment Terms page on moreme's website.