

Billing and Payments

For purposes of this Payments Policy, "Payment Service" means XomicX's online service through which XomicX processes payments from Buyers to Providers utilizing the XomicX system. All other capitalized terms will have the meanings ascribed to them in the [XomicX Marketplace User Agreement](#).

Quality of Work

Work performed in the XomicX network is performed either on an hourly basis or for a fixed price.

XomicX and its employees are not involved in any capacity in the management of the work. Therefore, **Buyers agree there is no guarantee of the perceived quality of work by XomicX.** Under hourly assignments, Buyers have no commitment to continue an assignment with a Provider and have the flexibility to scale their team up and down at any time. Buyers should end assignments with Providers if there is ever a decline or a lack of quality in the work performed. Buyers are still responsible for all approved hours worked on their account.

For Fixed Price Assignments, Buyers are not required to pay for unsatisfactorily completed work. The Buyer has total discretion over if, when and how much to pay the Provider for all Fixed Price Assignments.

Circumvention of XomicX Fees (Disintermediation)

As a Buyer, except pursuant to the "Buy-Out" provision set forth below, you agree to pay the XomicX Fees for all services that you receive from any Provider identified through the XomicX Marketplace or otherwise utilizing the XomicX system, whether or not you use the XomicX Payment Service. For purposes of the foregoing, the XomicX Fees will be deemed to be the greater of (i) Euro 2500; or (ii) the applicable XomicX Fees described in the then-current version of this Billing and Payment Policy that would have been due to XomicX had XomicX processed the applicable payments to the Provider plus eighteen percent (18%).

Except pursuant to the "Buy-Out" provision set forth below, you agree not to engage in any action or activity meant to circumvent XomicX Fees. Prohibited practices include (but are not limited to) the following:

- Placing low value or placeholder bids, with unreasonably high final service charges.
- Failing to report changed bid amounts or final service prices through XomicX.
- Suggesting or soliciting Users to work outside the XomicX system.
- Submitting bids or proposals for a project posted on the XomicX Marketplace outside of the XomicX system or otherwise contracting to provide or receive services outside of the XomicX system with Users who you have identified through the XomicX system.
- Reporting on the XomicX Marketplace a project amount different than that agreed between Buyer and Provider.

Buy Out

Notwithstanding the provisions set forth above, Users may agree to provide or receive services outside of the XomicX system with Users identified through the XomicX system and payments for such services will not be subject to the XomicX Fees, provided that the Buyer of such services pays XomicX a "Buy-Out" fee in accordance with the procedure set forth below:

- Prior to contracting to receive services from a User identified through the XomicX system, the Buyer will notify XomicX in writing of its intent to pay the Buy-Out fee in lieu of using the XomicX Payment Service and paying the XomicX Fees.

- Together with such notice, the Buyer will provide a good faith estimate of the then anticipated amount to be paid to the Provider for such services during the fifty-two week period immediately following the date of such notice.
- Together with such notice, the Buyer will pay or authorize XomicX to deduct from its account the greater of (i) fifteen percent (15%) of the good faith estimate described above; (ii) fifty-two (52) times the "Average Weekly XomicX Fees" (as defined below); or (iii) five hundred Euro (€500). For purposes of the foregoing, the "Average Weekly XomicX Fees" means the average weekly amount of XomicX Fees that became due to XomicX based upon work performed for Buyer by the applicable Provider over the four (4) weeks immediately preceding the buy-out notice described above, not counting any weeks in which no XomicX Fees became due.

Legal Relationship

XomicX provides the Payment Service via a **Trust Account** and requires you to use it to make all payments to XomicX and to make payments to and accept payments from other Users in the purchase and sale of Services through the XomicX Marketplace. When you use the Payment Service to bill for or pay service fees, XomicX acts as your agent based upon your direction and your requirements to perform tasks on your behalf. XomicX holds your Account funds separate from its corporate operating accounts, and will not voluntarily make your funds available to its creditors in the event of a bankruptcy or for any other purpose.

XomicX IS NOT A BANK, AND AMOUNTS TRANSFERRED THROUGH OR STORED IN THE PAYMENT SERVICE ARE NOT INSURED DEPOSITS. By initiating and sending payments through the payment Service, you appoint XomicX as your agent to obtain the funds and hold on your behalf and to transfer such funds to the Service Provider or Buyer for Services, subject to foregoing and the other terms and conditions of this Billing and Payments Policy. Each Service Provider must properly discharge and credit its Buyer for all payments XomicX receives through the Payment Service from such Buyers.

Payment Processor

XomicX acts as a payment processor by creating, hosting, maintaining and providing the Payment Service to you via a Trust Account. XomicX does not have any control over the Provider Services purchased or sold with the Payment Service, nor whether a Buyer or Provider you are dealing with will actually complete the transaction. Nothing in the Payment Service will be deemed to constitute XomicX your agent with respect to any Provider Services purchased and sold by Users through the XomicX Marketplace.

Interest

You agree that you will not receive interest, fees or other earnings on the funds delivered to XomicX through the Payment Service reflected your account or those funds that XomicX otherwise handles as your agent.

Paying for Services Using the Payment Service

Except pursuant to the "Buy-Out" provision set forth above, to pay a Provider, you must use the Payment Service and you must follow the instructions. By providing us with your bank account information, you authorize us to charge such bank account for the amounts you agreed to pay to provider for the work and to XomicX as fee. When you instruct XomicX to pay a Provider using the Payment Service, such instruction constitutes an irrevocable instruction to XomicX to pay the Service Provider. Once XomicX has paid funds to the Service Provider, XomicX may not be entitled to demand return of the funds. You therefore agree, as a condition of using the Payment Service, NOT to ask your credit card company to charge back any

amount to XomicX for any reason. In the event you do, you hereby agree to repay XomicX for such amounts, plus reasonable attorneys' fees and costs of collection and XomicX reserves the right to terminate Service to you in addition to all other rights available to XomicX.

Authorized Payments are Final

Your use of the Payment Service constitutes your agreement to pay for any amounts which you authorize XomicX to charge against your credit card or bank account. Such payments, once authorized, ARE FINAL.

Charge-backs, Cancellation of Credit Card or any other Intentional Non-payment

If Buyer instructs his bank or credit card company to issue a chargeback on any payment, cancels a credit card prior to a weekly billing charge or engages in any other intentional non-payment, it will be deemed a payment made in bad faith and a violation of the contract. All projects will be frozen, refunded or dealt with in a manner XomicX deems appropriate.

Additionally, Buyer agrees that XomicX may pursue whatever legal means become necessary to secure repayment of the entire amount of the bad faith payment from the Buyer, including by offsetting any amounts due against any amounts held by XomicX in any Buyer account or that become due to Buyer from any other User. Buyer agrees to pay all XomicX costs in securing such payment, including collection agency costs and reasonable attorneys' fees.

Currency

The Payment Service operates in Euro and therefore XomicX is not responsible for currency fluctuations that occur when billing or crediting a credit or debit card denominated in a currency other than Euro, nor is XomicX responsible for currency fluctuations that occur when receiving or sending payment via wire transfer, check or ACH to and from your account.

Hold on Account Funds

XomicX will make funds deposited in your account generally available for you to use or withdraw. XomicX reserves the right, at its sole discretion, to place a hold on funds for Buyer payments to clear or if XomicX suspects monies may be subject to charge back or if fraud is suspected. XomicX will release a hold as soon as deemed appropriate. In cases of fraud or abuse, all monies in the account may be held, not just those from the assignment(s) under investigation.

Agreement to Pay

If, for any reason, XomicX does not receive payment for any amounts that you have authorized to be paid through your use of the Payment Service or other payment method provided by XomicX, you agree to pay such amount immediately upon demand by XomicX. You also agree to pay any interest charges, attorneys' fees and other costs of collection incurred by XomicX in collecting from you the authorized but unpaid amount. In such case, XomicX may, at its option, stop processing any further payments made by you and apply any amounts then held by XomicX on your behalf toward any deficiencies, losses or costs that we have incurred as a result of your use of the Payment Service or other XomicX Service, including by offsetting any amounts due against any amounts held by XomicX in any Buyer account or that become due to Buyer from any other User. We may also make appropriate reports to credit reporting agencies, financial institutions, tax agencies and law enforcement authorities and cooperate with them in any resulting investigation or prosecution.

Disputes Between Buyers and Providers

Any disputes in connection with Services provided by Providers or payments made by Buyers remain between such Buyers and Providers. By using the Payment Service, you acknowledge

that XomicX will not be a party to any such dispute or be obligated to take any action or refrain from taking any action toward resolving any such dispute. XomicX may, at its sole discretion, but shall not be required to, withhold or delay payment in the event of dispute between a Buyer and a Provider.