

Pay2me General Terms

These general terms apply to assignments agreed between a Pay2me self-employed freelancer and their client, where Pay2me AB, Swedish company reg nr 559138-8276 ("Pay2me"), acts as the contracting party to the client, as well as an intermittent employer to the self-employed freelancer, during the performance of the assignment.

Employment relationship as self-employed freelancer

Pay2me is a Swedish industry standard self-employment company that is registered for Swedish corporation taxation, in order to handle the self-employed freelancer's pay role taxes and other fiscal regulations. Pay2me is thus accountable for the pay roll administration, VAT and employer contributions for national social security purposes. Pay2me is therefore substituting the self-employed freelancer as legal contracting party to the client.

Agreement between the self-employed freelancer and the client

The self-employed freelancer and his/her client mutually agree on the scope of the assignment, work routines, work instructions and remuneration. The remuneration agreed between the self-employed freelancer and the client shall include the mandatory 12 percent holiday pay increment, in accordance with the Swedish Annual Leave Act (Semesterlagen 1977:480). No added holiday pay will be invoiced on top of agreed remuneration. The salary payment from Pay2me, to the self-employed freelancer can, or will, never exceed the remuneration paid by the client, with deductions for statutory taxes and other regulated fees.

Assignment confirmation

The self-employed freelancer is responsible for documenting the agreement with the client before starting an assignment, primarily through the assignment confirmation that can be generated in Pay2me's service. These general terms are an attachment to the assignment confirmation as well as the invoice, and shall be a part of the agreement, formally confirmed to Pay2me as a contracting party when the issued invoice is paid by the client.

Contractual relationship

Pay2me has the right to obtain information about the agreement between the self-employed freelancer and the client from the Pay2me platform, or upon request, to ensure that the agreement between the self-employed freelancer and the client is legal and reasonable. Pay2me has the right to terminate its contractual relationship and related employment immediately, if Pay2me has reason to suspect that the assignment terms cannot be considered reasonable, are not compatible with Swedish legislation, if the work to be performed lacks necessary insurances or permits, if a minimum wage is not paid, or, if Pay2me in any other way consider the assignment as contrary to good practice or otherwise risks harming Pay2me as a company or in its role as a Swedish self-employment company.

Liability

Pay2me's liability is limited to the administrative services performed by Pay2me. The client manages, and is responsible, for the assignment, its performance and the working environment for the self-employed freelancer as if the self-employed freelancer was their internal staff. Any complaints and remarks, as well as claims for price reductions, guarantees, or corrections, shall be made directly to the self-employed freelancer. The self-employed freelancer and the client are responsible for ensuring that assignments invoiced through Pay2me do not infringe on anyone else's copyright, patent, or other intellectual property rights. Upon payment of the invoice, the delivery of the performed and invoiced assignment is considered approved.

Intellectual property

The ownership of any intellectual property rights that arise as a result of the self-employed freelancer's performance belong to the self-employed freelancer. If it is agreed directly between the self-employed freelancer and the client, the intellectual property rights may belong, be transferred or licensed, to the client as the purchaser of the creation.

Work environment

As a client you are considered acting foreman to the self-employed freelancer. We want to draw your attention to the fact that you, in any given case, have a certain responsibility to:

- Address risks in the working environment so that diseases and accidents are prevented.
- Be explicit about the competence you require. Neglect can lead to work-related injuries.
- Provide the self-employed freelancer with a reasonable work introduction, including instructions on job tasks, routines at the workplace, safety issues, risks, and how to avoid them. Make sure that the self-employed freelancer has understood the instructions.
- Inform the self-employed freelancer and Pay2me of any changes in requirements.
- Report any accidents involving the self-employed freelancer to Pay2me. Even incidents that could lead to an accident must be reported.
- Ensure that the self-employed freelancer's knowledge is sufficient for the assignment.

Disputes

Any dispute arising from this agreement and related legal relationships are to be resolved in Swedish court of law, with Stockholms tingsrätt (the District Court of Stockholm) as the first instance.

Pay2me reserves the right to change these general terms without prior notice to ensure that they continue to follow Swedish industry standards and directives from Swedish authorities from time to time.