

TALENT-HUB

Terms and Conditions of Use

Including the Refund and Cancellation Policy (Clause 6)

Field	Detail
Effective date	8 September 2026
Last updated	8 September 2026
Version	1.0
Applies to	Freelancers, Clients, and Visitors using the Talent-Hub platform
Governing law	Republic of Namibia

1. Who we are and what these Terms cover

Talent-Hub ("Talent-Hub", "the Platform", "we", "us", "our") is an online freelancer directory operated by **[Heiress Media and Communications] (Registration No. [CC/2018/04030 CC])**, a company registered in the Republic of Namibia, with its registered address at **[EXT 6, SECTION 9, 2098, Ondangwa, Oshana, Namibia]**.

These Terms and Conditions ("Terms") govern your access to and use of the Talent-Hub website, mobile interfaces, job board, and all associated services. They apply to:

- **Freelancers** — individuals or businesses who create a listing on the Platform, whether on a paid membership or otherwise.
- **Clients** — individuals or businesses who browse listings, submit enquiries, or post briefs.
- **Visitors** — anyone who accesses the Platform without registering.

By registering an account, purchasing a membership, submitting an enquiry, or otherwise using the Platform, you confirm that you have read, understood, and agree to be bound by these Terms. If you do not agree, you must not use the Platform.

Your agreement to these Terms is given electronically and is legally binding in terms of the **Electronic Transactions Act 4 of 2019 (Namibia)**.

2. Definitions

Term	Meaning
Membership	A paid subscription to one of the packages described in clause 5.
Listing	A freelancer's public profile page on the Platform.
Content	Any text, image, logo, video, portfolio item, review, or other material submitted to the Platform.
Engagement	Any work, contract, or transaction agreed between a Freelancer and a Client.
Billing Period	The month or year for which a Membership fee has been paid.
Marketing Material	Any promotional output produced by Talent-Hub, including social media posts, paid advertising, newsletters, the Platform homepage, and blog articles.

3. What Talent-Hub is — and what it is not

3.1 Talent-Hub is a **directory and introduction service**. We provide visibility, search placement, and a channel through which Clients may contact Freelancers.

3.2 Talent-Hub is **not a party to any Engagement** between a Freelancer and a Client. We are not an employer, agent, recruiter, escrow agent, or guarantor. We do not:

- negotiate, set, or collect fees for Engagements;
- supervise, direct, or control the work performed;
- hold or process payments between Freelancers and Clients;
- guarantee that any Freelancer will receive enquiries, quotations, or work;
- guarantee that any Client will receive a response, a quotation, or completed work.

3.3 Freelancers on the Platform are **independent contractors**. Nothing in these Terms creates an employment relationship, partnership, joint venture, or agency between Talent-Hub and any user.

3.4 All contracts for work — including scope, deliverables, timelines, pricing, revisions, ownership of work product, and payment — are concluded **directly between the Freelancer and the Client**. Disputes arising from an Engagement are between those parties.

3.5 Verification badges (clause 8) confirm that we have checked certain identity or business documents. They are **not** a warranty of skill, quality, solvency, reliability, or fitness for any purpose.

4. Accounts and eligibility

4.1 You must be at least 18 years old and legally capable of entering into a binding contract.

4.2 You must provide accurate, current, and complete information when registering, and keep it updated. Listings containing false qualifications, misrepresented experience, borrowed portfolio work, or fabricated reviews will be removed and may result in termination without refund.

4.3 You are responsible for maintaining the confidentiality of your login credentials and for all activity under your account. Notify us immediately at **[support email]** if you suspect unauthorised access.

4.4 One account per Freelancer. Creating duplicate listings to occupy additional search positions is prohibited.

4.5 We may refuse, suspend, or remove any account or listing at our discretion where these Terms have been breached, subject to clause 15.

5. Membership packages and fees

5.1 Talent-Hub offers three membership tiers. All prices are in **Namibian Dollars (N\$)** and **exclude VAT** where applicable. VAT at the prevailing rate will be added to invoices where Talent-Hub is a registered VAT vendor.

Package	Fee	Billing
Starter	N\$99	Monthly, in advance
Professional	N\$850	Annually, in advance
Elite Spotlight	N\$2,500	Annually, in advance

5.2 The features included in each package are set out on the Talent-Hub pricing page and form part of these Terms. Where a feature is described as "up to" a stated limit (for example, fifteen portfolio items or three service categories), that limit is a maximum, not a guaranteed allocation.

5.3 Payment. Fees are payable in advance by [bank transfer / debit order / card payment / mobile payment]. Access to paid features begins once payment reflects in the Talent-Hub account and identity checks (where applicable) are complete.

5.4 Late or failed payment. If a payment fails or is not received within **seven (7) days** of the due date, paid features may be suspended. If payment remains outstanding after **thirty (30) days**, the account reverts to an unlisted state and paid features are forfeited.

5.5 Automatic renewal. Memberships renew automatically at the end of each Billing Period at the then-current price, unless cancelled in accordance with clause 6. We will send a renewal reminder to your registered email address **at least thirty (30) days** before an annual renewal and **at least seven (7) days** before a monthly renewal.

5.6 Price changes. We may amend package pricing. Existing members will be notified at least **thirty (30) days** before a change takes effect, and the new price will apply only from the next renewal. You may cancel before renewal if you do not accept the new price.

5.7 Elite capacity. Elite Spotlight places are limited to **50** members at any time in order to preserve the value of homepage rotation and marketing exposure. Where the tier is full, applicants may join a waiting list. No fee is taken until a place is available.

5.8 Upgrades. You may upgrade at any time. The unused portion of your current Billing Period is credited against the new package on a pro-rata basis. Starter members who upgrade to an annual package receive credit for payments made in the **preceding three (3) months**, as advertised.

5.9 Downgrades. Downgrades take effect at the **end of the current Billing Period**. No refund is issued for the difference, and features exceeding the lower tier's limits (extra portfolio items, additional categories) will be hidden or removed on downgrade.

6. Refund and Cancellation Policy

This clause forms an essential part of these Terms. Please read it carefully before purchasing.

6.1 Cancelling a Starter (monthly) membership

- You may cancel **at any time**, with no cancellation fee and no minimum commitment.
- Cancellation takes effect at the **end of the current paid month**. Your listing remains live until then.
- **Part-months are not refunded**. If you cancel on day 3 of a paid month, you keep access for the remaining days but receive no refund for them.
- To cancel, use the cancellation option in your account dashboard or email **[support email]** from your registered address.

6.2 Cooling-off period for annual memberships (Professional and Elite Spotlight)

- New annual members may cancel for a **full refund within fourteen (14) calendar days** of the date payment is received, **provided that no material benefit has been delivered**.
- "Material benefit delivered" means any of the following has occurred: a blog or newsletter feature has been published; your work has appeared in a Talent-Hub paid advertisement or social media campaign; a profile copywriting rewrite has been completed; you have appeared in the homepage rotation for more than seven days; or you have received client briefs under early access.
- Where a material benefit has been delivered within the first 14 days, we will refund the fee **less a reasonable deduction** for the value of the benefit provided, calculated in accordance with clause 6.6.

6.3 Cancelling an annual membership after the cooling-off period

- Annual fees are **non-refundable** after the 14-day cooling-off period.
- You may cancel auto-renewal at any time. Cancellation stops the next renewal; it does not shorten or refund the current term.
- Your listing and all paid features remain active until the **end of the paid year**.
- Notice of non-renewal must reach us **at least seven (7) days before** the renewal date. Notice received later may result in the renewal being processed, in which case clause 6.4 applies.

6.4 Refunds on unintended renewal

If an annual membership renews and you notify us within **fourteen (14) days** of the renewal date that you did not intend to renew, we will cancel the renewal and refund the fee **in full**, provided no material benefit (as defined in clause 6.2) has been delivered in that period.

6.5 Refunds where Talent-Hub does not deliver

You are entitled to a refund or credit where we fail to deliver a paid, tier-specific deliverable. This applies to committed, countable items — for example:

Undelivered item	Remedy
Featured Freelancer blog / newsletter feature (Elite)	Pro-rata refund or free extension of [3] months
Annual profile copywriting rewrite (Elite)	Pro-rata refund or free extension
Social media feature post (Professional)	Free extension of [1] month
Analytics report not issued for two consecutive periods	Pro-rata refund for the affected period
Platform unavailable for more than 72 consecutive hours through our fault	Pro-rata credit for the downtime

To claim, email Info@talent-hub.co with your account name and the item concerned. We will respond within **seven (7) business days**.

Visibility, not results

Refunds under this clause cover **deliverables we control**. They do **not** cover outcomes we cannot control — specifically the **number of enquiries, leads, clients, or income** you receive. Talent-Hub sells visibility, not results. Low enquiry volume is not a ground for refund.

6.6 How partial refunds are calculated

Where a partial refund is due, it is calculated as:

(Annual fee ÷ 12) × number of full unused months remaining, less the fair value of any material benefit already delivered.

The fair value of delivered marketing benefits is calculated at our published rates for equivalent standalone services, or where none exist, on a reasonable and demonstrable cost basis. We will provide a written breakdown on request.

6.7 Circumstances where no refund is given

No refund is payable where:

- the membership is terminated by us for breach of these Terms (clause 15), including fraud, misrepresentation, abusive conduct, or uploading Content you do not have the right to use;
- you cancel an annual membership after the cooling-off period for reasons of preference, change of business direction, or dissatisfaction with enquiry volume;
- you fail to complete or maintain your listing, or do not respond to client enquiries;
- you have breached the marketing licence warranty in clause 9 and we have had to withdraw published material as a result;
- the claim relates to a dispute with a Client arising from an Engagement (clause 3.4);
- a chargeback or payment reversal is initiated without first raising the matter with us.

6.8 How to request a refund

Send a written request to Info@talent-hub.co with: the name and email address on the account; the package and date of purchase; and the reason for the request with any supporting detail. We will acknowledge within **three (3) business days** and issue a decision within **fourteen (14) business days**.

6.9 How approved refunds are paid

- Refunds are paid to the **original payment method or bank account** used for the purchase.
- Approved refunds are processed within **fifteen (15) business days** of approval. Bank clearing times are outside our control.
- Refunds are made in **Namibian Dollars**. We do not bear any currency conversion loss or bank charge levied by your financial institution.
- We do not issue cash refunds or refunds to third-party accounts.

6.10 Suspension or closure of Talent-Hub

If Talent-Hub permanently ceases operating, all members holding an unexpired annual membership will receive a **pro-rata refund** of the unused portion, calculated under clause 6.6 without deduction.

7. Freelancer obligations

7.1 You must present your skills, qualifications, and experience honestly, and you must be genuinely available to take on the work you advertise.

7.2 You must respond to legitimate client enquiries within a reasonable time. Persistently unresponsive listings may be de-ranked or removed.

7.3 You must not use the Platform to solicit users for unrelated schemes, recruitment pyramids, or competing directories.

7.4 You must not attempt to manipulate search ranking through keyword stuffing, duplicate accounts, or false category placement.

7.5 You are solely responsible for your own tax and regulatory obligations, including income tax, VAT registration where thresholds are met, and any professional licensing required for your discipline.

8. Verification and badges

8.1 Verified Professional and Elite badges are issued after we review documentation such as **[national ID / passport, business registration certificate, proof of address, tax registration]**.

8.2 Verification confirms identity and business registration only. It is **not** an endorsement, a quality guarantee, or a warranty of competence.

8.3 We may withdraw a badge at any time if documentation is found to be false or expired, or if credible complaints indicate misrepresentation.

8.4 Documents submitted for verification are stored securely, used only for verification, and are not published or shared with Clients.

9. Content, intellectual property, and the marketing licence

9.1 Your ownership

You retain ownership of all Content you upload. Talent-Hub claims no ownership of your portfolio work.

9.2 Licence granted to Talent-Hub

By uploading Content, you grant Talent-Hub a **non-exclusive, royalty-free, worldwide licence** to host, display, reproduce, resize, and distribute that Content **for the purpose of operating and promoting the Platform**.

For **Professional** members, this licence extends to the social media feature post included in the package.

For **Elite Spotlight** members, this licence expressly extends to use of your portfolio work, images, name, likeness, and profile text in **Marketing Material**, including social media, paid advertising, newsletters, the Platform homepage, printed material, and blog articles. This use is a **core benefit of the Elite package** and you accept it as a condition of that tier.

9.3 Your warranty — read this before uploading

You warrant that you own, or hold a valid licence to grant, all rights in every item of Content you upload.

This matters. In most commissioned work, **the client who paid for the work owns it**, not the freelancer who produced it. Before uploading a portfolio item you must be satisfied that:

- you own the work outright, or
- your contract with the commissioning client permits you to display it publicly and to licence it onward for the promotional use described in clause 9.2, or
- you have obtained the client's written permission.

Elite Spotlight members must confirm this expressly at the point of upload.

9.4 Indemnity for Content

You indemnify Talent-Hub against all claims, damages, legal costs, and losses arising from a third party alleging that Content you uploaded infringes their intellectual property, confidentiality, privacy, or image rights.

9.5 Withdrawal of consent

You may request removal of specific Content from future Marketing Material by writing to **[support email]**. We will comply within **[14] days** for digital material we control. We cannot recall material already printed, already distributed by newsletter, or already re-shared by third parties. Withdrawal of consent for material that forms part of your paid Elite benefits does not entitle you to a refund of the tier fee.

9.6 Talent-Hub's own property

The Talent-Hub name, logo, design, database structure, and compiled listing data are our property. You may not copy, scrape, republish, or resell any part of the directory without our written permission.

10. Client enquiries and the job board

10.1 Clients must provide accurate information about briefs posted to the job board.

10.2 Starter members may submit up to **ten (10)** applications per calendar month. Unused applications do not carry over.

10.3 Elite members receive matching enquiries ahead of general release. "Early access" means a **[24]-hour** priority window before a brief is opened to other tiers. It does not guarantee the brief will be awarded to an Elite member, or awarded at all.

10.4 Clients must not use the Platform to harvest contact details for unsolicited marketing.

11. Reviews and ratings

11.1 Reviews may only be left by Clients who have engaged the Freelancer.

11.2 We do not edit reviews to favour paying members. Membership tier affects **placement and visibility**, never the content or score of a review.

11.3 We may remove a review that is abusive, discriminatory, defamatory, obviously fabricated, submitted by a competitor, or that discloses a third party's personal information.

11.4 Freelancers may respond publicly to a review once. Soliciting, incentivising, or paying for reviews is prohibited and is grounds for termination without refund.

12. Prohibited conduct

You must not:

- post unlawful, defamatory, discriminatory, obscene, or harassing material;
- impersonate another person or business;
- upload malware or attempt to breach Platform security;
- scrape, crawl, or bulk-download listings or contact details;
- circumvent membership limits through duplicate or shared accounts;
- use the Platform for money laundering, fraud, or any illegal service;
- offer or solicit services that are unlawful in the Republic of Namibia.

13. Personal information and privacy

13.1 We collect and process personal information in accordance with our **[Privacy Policy]**, which forms part of these Terms.

13.2 Freelancers on Starter have contact details masked; enquiries reach you via the Platform contact form. Professional members display a WhatsApp button and enquiry form. Elite members display full contact details publicly, and accept that publication of their phone number, email address, and website is a deliberate feature of that tier.

13.3 We process personal information in line with the **Electronic Transactions Act 4 of 2019** and applicable Namibian law, and will comply with the Data Protection Bill once enacted.

13.4 We do not sell personal information to third parties. We may share it with service providers (payment processors, hosting, analytics) under confidentiality obligations.

13.5 Verification documents are retained for **[period]** after account closure for audit purposes, then securely deleted.

14. Availability, disclaimers, and liability

14.1 The Platform is provided on an "as is" and "as available" basis. We do not warrant uninterrupted or error-free operation. Planned maintenance will be notified where practicable.

14.2 We make **no representation or warranty** regarding: the volume or quality of enquiries a Freelancer will receive; the quality, timeliness, legality, or safety of any work performed; the solvency or good faith of any Client or Freelancer; or the outcome of any Engagement.

14.3 To the fullest extent permitted by Namibian law, Talent-Hub's total aggregate liability to any user, for any cause whatsoever, is limited to **the total fees paid by that user to Talent-Hub in the twelve (12) months preceding the claim.**

14.4 We are not liable for indirect or consequential loss, including loss of profit, loss of business opportunity, loss of data, or reputational harm.

14.5 Nothing in these Terms excludes liability for fraud, gross negligence, or death or personal injury caused by our negligence, or any liability that cannot lawfully be excluded.

14.6 We are not liable for failure to perform caused by events beyond our reasonable control, including power failure, network outage, natural disaster, civil unrest, or government action.

15. Suspension and termination

15.1 We may suspend or terminate an account, with or without notice depending on severity, where a user breaches these Terms, engages in fraud or misrepresentation, harms other users, or exposes Talent-Hub to legal risk.

15.2 Where the breach is capable of remedy, we will normally give **seven (7) days'** written notice and an opportunity to correct it before terminating.

15.3 Termination for breach does not entitle you to a refund (clause 6.7).

15.4 You may close your account at any time. Closure is subject to the cancellation rules in clause 6.

15.5 On termination, your listing is removed from public view. We may retain records as required by law or for legitimate business purposes.

16. Changes to these Terms

16.1 We may amend these Terms from time to time. The current version is always published at **[URL]**.

16.2 Material changes — particularly to fees, refund rights, or the marketing licence — will be notified to registered users by email **at least thirty (30) days** before taking effect.

16.3 Continued use after the effective date constitutes acceptance. If you do not accept a material change, you may cancel before it takes effect and receive a **pro-rata refund** of your unused annual fee.

17. Complaints and dispute resolution

17.1 Raise any complaint first with **[support email]** or **[phone number]**. We aim to acknowledge within three (3) business days and resolve within twenty-one (21) days.

17.2 If unresolved, the parties agree to attempt resolution by **negotiation in good faith**, and failing that, by **mediation** in **[Windhoek / Oshakati]**, before commencing litigation.

17.3 Nothing in this clause prevents either party from seeking urgent interim relief from a court.

18. General

18.1 Governing law. These Terms are governed by the laws of the **Republic of Namibia**.

18.2 Jurisdiction. The parties consent to the jurisdiction of the **Magistrate's Court for the district of [district]**, notwithstanding that a claim may exceed its monetary jurisdiction, without prejudice to our right to institute proceedings in the **High Court of Namibia**.

18.3 Severability. If any provision is found unenforceable, it is severed and the remaining provisions continue in full force.

18.4 No waiver. Failure to enforce any provision is not a waiver of the right to enforce it later.

18.5 Entire agreement. These Terms, together with the Privacy Policy and the published package descriptions, constitute the entire agreement between you and Talent-Hub.

18.6 Cession. You may not transfer your membership or account to another person without our written consent.

18.7 Notices. Notices to you are sent to your registered email address. Notices to us must go to **[support email]** or the registered address in clause 1.

19. Contact

Contact	Detail
Trading name	[Registered Company Name] t/a Talent-Hub
Address	[Physical Address, Town, Region, Namibia]
Email	[support email]
Phone / WhatsApp	[number]
Website	[URL]

By registering, purchasing a membership, or continuing to use Talent-Hub, you acknowledge that you have read and accepted these Terms and Conditions, including the Refund and Cancellation Policy in clause 6.