

## **Terms of Service**

### **Parties, Definitions, and Interpretation**

These terms and conditions (the “Terms”) govern the sale of services (“Services” or “Work”) by Mod Jobs, LLC (“Company”) through the Company’s platform (“Platform”) to the Customer as defined below. The Platform is the app or website that allows potential customers to request and post Services or Work. In these Terms, “Customer” or “you” is a reference to the person to whom Mod Jobs, LLC is supplying Services and who is required to pay for the Services supplied by Service Providers (who are independent contractors of the Company). Where the Customer is a company/business rather than an individual, one representative (“Representative”) shall be appointed by the Customer for all communications and payment with the Company, for the entire duration of the contract. Unless otherwise agreed in writing, the Company shall be entitled to deem that the first individual to communicate with the Company is the Representative and that such Representative has the necessary power and authority to make all the communications with and payment to the Company. Notwithstanding anything to the contrary contained in these Terms, the Company may, from time to time change the Terms without the consent of the Customer provided that such changes do not materially affect the nature or scope of the Services provided.

### **Performance of Services**

The Customer represents and warrants to the Company that the Customer:

- a. is (i) either the owner of the premises in which Work will take place; (ii) entitled to commission the Services without the consent of a third party/landlord or (iii) is a tenant that has obtained all the necessary consents and/or waivers from the landlord of the premises for the Services/Work to be carried out. The Company is not required to enquire into the due process of the procedures in each instance; and
- b. has and shall maintain the necessary permissions, authorizations, consents, or waivers for the Services to be carried out.

The Customer shall cooperate with the Company in all matters relating to the Services and provide such access to the Customer’s premises, and such accommodation and other facilities as may reasonably be requested by the Company, for the purposes of performing the Services. The Customer shall respond promptly to any Company request to provide direction, information, approvals, authorizations, or decisions that are reasonably necessary for the Service Providers to perform the Services.

### **Rates and Additional Work**

An additional service fee of 11.5% will be added to your job price. The Customer hereby agrees that any additional Work or Services that fall outside the scope first agreed between Company and the Customer (“Additional Work”) shall be provided at the Official Rates. Customer agrees to submit Work and additional Work or Services through the Company app or website. Customer shall not pay the Service Providers in cash, check, or any monetary form. Customer agrees to pay for all work through the Company app or website.

The Customer shall also reimburse Company for all reasonable travel and out-of-pocket expenses incurred by Company in connection with the performance of the Services.

### **Payment of Services**

Unless otherwise agreed in writing, payment shall be made promptly by the Customer at the point of completion of the Work (“Completion”). Unless otherwise agreed, payment can be made by debit/credit card, bank transfers, or PayPal. The Company reserves the right to request a non-refundable deposit payment before commencement of any

Services. The Company will readily provide invoices for businesses, companies, and individuals. However, payment of Services is due within the time stated above. Unless otherwise agreed, if payment is not made on the date of Completion, the Customer shall reimburse the Company for all expenses and costs, including but not limited to legal costs and costs for third-party debt recovery services, that had been incurred by the Company for the collection of the overdue payments.

### **Other Representations**

Other than invoices, any documentation and paperwork shall not be issued to the Customer until full payment for the Services has been made to the Company by the Customer. In respect of new installations, the Company shall complete the Work to the reasonable satisfaction of the Customer according to acceptable standards of workmanship in accordance with trade customs and norms. In respect to repair works relating to existing defects, the Company shall use its reasonable endeavors to complete the repair, services, or such works. However, the Company has not duty to carry out any further works on any concealed or latent defects that become apparent after the Services have been performed.

### **Privacy**

The Company respects your privacy and is committed to protecting it. From time to time, the Company may seek the Customer's prior written permission to take photographs of Company's Works, which are displayed or transferred over the internet. Copyright in the photographs will be retained by the Company subject that no publication, distribution, reproduction, recording, display will be exploited by Company other than in strict conformity with the permission granted by the Customer. The Customer agrees that all photographs, video, data, materials, and such other information relating to the Company (including the Company's employees, agents, and assistants) ("Confidential Information") is to be considered confidential and the Customer shall not use the Confidential Information other than for the purposes of its business with the Company. The Customer shall not disclose, publish, or otherwise reveal any of the Confidential Information except with the specific prior written authorization of Company.

### **Force Majeure**

The Company is not in breach of this agreement (including the Terms) nor liable for delay in performing, or failure to perform, any of its obligations under this agreement if such delay or failure results from events, circumstances or causes beyond its reasonable control. The time for performance of such obligations shall be extended accordingly.

### **Time of Essence**

As the Customer acknowledges that time is of the essence, additional charges ("Additional Charges") (including, without limitation, time charges for waiting or loading) may be imposed by the Company on the Customer, if the Company is prevented from performing its Services/Work from the time of Company's arrival at the Work site ("Significant Delays"), by reason of acts or omissions in connection with the Customer. The Additional Charges for Significant Delays shall be calculated and paid by the Customer based on the Official Rates.

### **Cancellations**

Any cancellations made by the Customer shall be made in writing twenty-four (24) hours prior to the performance of such Services by sending an email to Company at support@getmodjobs.com. If the Customer does not respond to our confirmation text message or email to confirm the appointment of the Company, the Company shall be entitled to assume that the Customer has cancelled the appointment and the Company shall not be held responsible for any lack of performance or whatsoever liability thereof.

Where any Customer provides a cancellation notice less than twenty-four (24) hours in advance, the Customer shall be obliged to pay a cancellation charge to the Company of 80% percent of the Work or Services price.

For the purposes of these terms and conditions, a “cancellation” is deemed to have occurred if the Work/Services cannot be performed due to the an act or omission outside the control of Company, including but not limited to the provision of the wrong address by the Customer, the absence of the Customer at the premises at the time of arrival and the if the Customer is not contactable at the time of the performance of the Services/Work. In these instances, a cancellation charge based on the rates stated above will still be paid by the Customer to the Company on the date that such performance should have taken place.

### **Liabilities, Others**

The Customer assumes all responsibility for maintaining the safety of the Work site, including accident and occupational disease prevention. It is the Customer’s responsibility and the Customer shall take all necessary measures to ensure the safety of the Work site for the entire duration of the Services provided, including but without limitation to cordon off babies, pets, small animals, livestock and birds from the area of work.

The Company shall not take any responsibility or legal liability whatsoever for any of the things in the clause above for which the Customer has agreed that it alone has responsibility. Should such damage or injury occur, the Customer must notify the Company within 7 days of the incident.

The Company reserves the right to claim compensation for damages incurred as a result of breach of contract, negligence, or incapability on the part of the Customer.

The Company does not provide any advice whatsoever and shall not be held liable for advice that the Customer receives.

If the Company has warned the Customer of a specific risk in the Work, and the Customer still wishes to proceed, the Company shall not be held liable for the consequences of any such risk and the Customer shall indemnify the Company for any claims, damages, loss, or costs incurred. For example, if the Company warned in advance that certain types of drilling may crack a tiled wall, we shall not be held liable in the event that any tiles are cracked.

The Company cannot be held liable for costs claimed by the Customer from (a) non-attendance or late attendance on site of the Company or Services Providers, or (b) for late or non-delivery of materials/goods that are faulty or incorrectly supplied.

The Service Providers will take every measure to make sure premises are left tidy after the delivery of work. However, the Company and the Service Providers are only responsible for the waste caused by the Services.

The Customer is expected, where reasonably possible, to provide running water, lavatory facilities, and electrical power for the duration of the work provided.

All complaints (if any) in respect of Company’s Work/Services shall be made in writing by the Customer and sent by email to support@getmodjobs.com. These complaints shall only be made by the Representative (if the Customer consist of a company/business); and the individual who first contacted Company (if the Customer consist of individuals).

### **Disclaimer of Warranties; Limitation of Liability**

The Company does not guarantee, represent, or warrant that the Customer’s use of the Platform will be uninterrupted, timely, secure, or error-free. The Company does not warrant that the results that may be obtained from the Work or Services presented on the Platform will be accurate or reliable.

The Customer agrees that from time to time the Company may remove the Platform for indefinite periods of time or cancel the Platform at any time, without notice to you.

The Customer expressly agrees that Customer's use of, or inability to use, the Platform is at the Customer's sole risk. The Platform and all products, Work, and Services delivered to the Customer through the Platform are (except as expressly stated by us) provided 'as is' and 'as available' for the Customer's use, without any representation, warranties or conditions of any kind, either express or implied, including all implied warranties or conditions of merchantability, merchantable quality, fitness for a particular purpose, durability, title, and non-infringement.

In no case the Company, its directors, officers, employees, affiliates, agents, contractors, interns, suppliers, Service Providers, or licensors be liable for any injury, loss, claim, or any direct, indirect, incidental, punitive, special, or consequential damages of any kind, including, without limitation lost profits, lost revenue, lost savings, loss of data, replacement costs, or any similar damages, whether based in contract, tort (including negligence), strict liability or otherwise, arising from your use of any of the Platform, any products procured using the Platform, any Work or Service received through the Platform, or for any other claim related in any way to the Customer's use of the Platform, any product or Work or Services received through the Platform, including, but not limited to, any errors or omissions in any content, or any loss or damage of any kind incurred as a result of the use of the Platform or any content (or product) posted, transmitted, or otherwise made available via the service, even if advised of their possibility. Because some states or jurisdictions do not allow the exclusion or the limitation of liability for consequential or incidental damages, in such states or jurisdictions, our liability shall be limited to the maximum extent permitted by law.

### **Indemnification**

The Customer agree to indemnify, defend and hold harmless the Company and subsidiaries, affiliates, partners, officers, directors, agents, contractors, licensors, service providers, subcontractors, suppliers, interns, and employees, harmless from any claim or demand, including reasonable attorneys' fees, made by any third-party due to or arising out of your breach of these Terms of Service or the documents they incorporate by reference, or the Customer's violation of any law or the rights of a third-party.

### **Dispute Negotiation and Arbitration**

#### **Negotiation**

The Customer shall attempt in good faith to promptly negotiate and resolve any dispute arising out of, or relating to, these Terms and Conditions or any agreement between Customer and the Company. If the Customer is a business, then the negotiation must be between executives who have authority to settle the controversy. Customer must give the Company written notice of any dispute not resolved in the normal course of business. After delivery of the notice, the Company shall submit a written response to the Customer within a reasonable time. With reasonable particularity, the notice and response must include (a) a statement of each party's position and a summary of arguments supporting that position, and (b) the name and title of the executive who will represent that party and of any other person who will accompany the executive. Within 30 days after delivery of the notice, the executives of both parties shall meet at a mutually acceptable time and place.

The negotiation ends at the close of the first meeting of executives described above ("First Meeting"). The close of the First Meeting does not preclude continuing or later negotiations, if

desired. If either party requests continuing negotiations, then the parties must follow the notice and meeting requirements above. The parties may not request continuing negotiations more than once.

All offers, promises, conduct and statements, whether oral or written, made in the course of the negotiation by any of the parties, their agents, employees, experts and attorneys are confidential, privileged and inadmissible for any purpose, including impeachment, in arbitration or other proceeding involving the parties, provided that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the negotiation.

Prior to the First Meeting, Customer may not initiate arbitration or litigation for any issue related to these Terms and Conditions.

### **Arbitration**

If Customer and the Company are unable to resolve an issue by negotiation, then the Customer shall follow the procedure below after attempting negotiation in good faith:

- a. For an issue of less than \$75,000, then either party may initiate litigation.
- b. For an issue of \$75,000 or more, then either party may request arbitration. The American Arbitration Association (“AAA”) shall administer the arbitration pursuant to the AAA’s Commercial Arbitration Rules.

**Arbitrator:** A single arbitrator shall hear the arbitration. The arbitrator has the power to determine any issue arising out of, or relating to, these Terms and Conditions or any agreement between the parties, including breach, termination, enforcement, interpretation, or validity. The arbitrator has power to determine the scope and applicability of these arbitration clauses. The arbitration will take place in Gilbert, Arizona.

**Discovery and Document Submission:** The arbitrator must determine the number and length of depositions based upon the complexity of the issue. The arbitrator may allow document discovery. The parties may not raise objections, except objections based on privilege, proprietary, or confidential information. The parties may submit one brief of 30 double-spaced pages in 13-point font with one-inch margins and 10-point font for footnotes. The brief must include a statement of each party’s position and a summary of arguments supporting that position. Also, the parties may submit materially relevant documents.

**Hearing:** Time is of the essence in dispute resolution. The arbitrator shall hold the hearing within 90 days of filing for arbitration and awards issued within 120 days. The arbitrator must agree to these limits prior to accepting appointment.

**Arbitrator’s Award:** The arbitrator shall award to the prevailing party, if any, the costs and attorneys’ fees reasonably incurred by the prevailing party in connection with the arbitration.

- a. If the arbitrator determines a party to be the prevailing party under circumstances where the prevailing party won on some, but not all, of the claims and counterclaims, the arbitrator may award the prevailing party an appropriate percentage of the costs and attorneys’ fees reasonably incurred by the prevailing party in connection with the arbitration. The arbitrator shall give a 10-page written explanation setting forth the

reasons for the disposition of every claim and counterclaim. The arbitrator may not include punitive, consequential, or incidental damages in the award.

- b. **Anti-Solomon Provision-** The arbitrator may not split the award equally among the parties unless the fault is clearly split between the parties.

**Appellate Review-** Within 30 days of receipt of any arbitration award, which shall not be binding if an appeal is taken, any party may notify the AAA of an intention to appeal to a second arbitrator, constituted in the same manner as the initial arbitration. For the appellate arbitration, each party may submit one brief of 30 double-spaced pages in 13-point font with one-inch margins and 10-point font for footnotes. The appellate arbitrator may adopt the initial award, modify the initial award, or substitute its own award for the initial award. If the appellate arbitrator modifies or substitutes the initial award, then the appellate arbitrator shall give a 10-page written explanation setting forth the reasons for the disposition of every claim. The appellate arbitrator has no authority to modify or replace any part of the award that does not relate to the manifest disregard of the law claim. The appellate arbitrator's award is final and binding, and judgment may be entered by a court having jurisdiction.

**Severability Clause:** If a court, mediator, or arbitrator holds a provision of this Dispute Negotiation and Arbitration clause to be unenforceable, all other provisions remain in full force.

**Confidentiality:** The parties shall maintain the confidential nature of the arbitration proceeding and the award, including the hearing, except as may be necessary to prepare for or conduct the arbitration hearing on the merits, or as may be necessary in connection with a court application for a preliminary remedy, a judicial challenge to an award or its enforcement, or unless otherwise required by law or judicial decision.

## **General**

**Severability:** If a court, arbitrator, or mediator finds any provision of these Terms invalid or unenforceable, the court, arbitrator, or mediator shall enforce the remainder of these Terms.

**Attorney Fees and Expenses:** In a dispute arising out of or related to these Terms, the Company shall have the right to collect from the Customer all the Company's attorney fees, costs, and necessary expenditures.

**Governing Law:** Utah law governs these Terms.

**Jurisdiction:** The Customer consents to the exclusive jurisdiction and venue of the federal and state courts located in Utah in any action arising out of or relating to these Terms. The Customer waives any other venue to which the Customer might be entitled by domicile or otherwise.

**Successors & Assigns:** These Terms shall bind each party's heirs, successors, and assigns. The Company may assign these Terms to any party at any time. The Customer shall not assign any of his or her rights or obligations under these Terms without the Company's prior written consent. Any assignment or transfer in violation of this section shall be void.