

Zokos Terms of Service

Last updated: Feb 16, 2019

These Terms of Service constitute a legally binding agreement between you and Zokos LLC. (“**Company**” or “**Zokos**”) governing your use of the Zokos Platform (as defined below), Company’s website (<https://www.zokos.com> or the “**Site**”) and mobile applications (the “**Apps**”). The Zokos Platform and related services provided by Company, the Site, and Apps, including without limitation communications and information (whether in writing, orally, or otherwise howsoever) provided by Company to potential and actual Vendors and Clients (both as defined at Section 1) in relation to the services, together are hereinafter collectively referred to as the “**Zokos Platform.**” Any personal data you submit to the Zokos Platform or which we collect about you is governed by our Privacy Policy (“**Privacy Policy**”). A copy of our Privacy Policy is available here (<https://www.zokos.com/privacyPolicy>). You acknowledge that by using the Zokos Platform you have reviewed the Privacy Policy.

Your use of the Zokos Platform constitutes your acceptance of and agreement to all of the terms and conditions in these Terms of Service and the Privacy Policy, and any future amendments and additions to this Agreement (as defined below) as we may publish from time to time. The Privacy Policy are incorporated by reference into these Terms of Service and together form and are hereinafter referred to as this “**Agreement**”.

PLEASE NOTE: THIS AGREEMENT GOVERNS HOW DISPUTES BETWEEN YOU AND ZOKOS CAN BE RESOLVED. IT CONTAINS A BINDING AND FINAL ARBITRATION PROVISION AND CLASS ACTION WAIVER (SECTION 17 OR 18, AS APPLICABLE). PLEASE READ CAREFULLY AS IT AFFECTS YOUR LEGAL RIGHTS, INCLUDING, IF APPLICABLE, YOUR RIGHT TO OPT OUT OF ARBITRATION. IN ADDITION, BY ENTERING INTO THIS AGREEMENT, YOU EXPRESSLY ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTAND AND AGREE, WITHOUT LIMITATION OR QUALIFICATION, TO BE BOUND BY THIS AGREEMENT

(INCLUDING THE DISPUTE RESOLUTION AND ARBITRATION PROVISIONS IN SECTION 17 OR 18, AS APPLICABLE) AND YOU ACCEPT ALL OF ITS TERMS. **IF YOU DO NOT AGREE TO BE BOUND BY THIS AGREEMENT, YOU MAY NOT USE OR ACCESS THE ZOKOS PLATFORM.**

Your use of the Zokos Platform in a country other than the country in which you register constitutes your acceptance of and agreement to all of the terms and conditions in the Terms of Service and the Privacy Policy for that country.

You must be 21 years old (for U.S. based users) or at least the legally required age in the jurisdiction in which you reside, and otherwise capable of entering into binding contracts, in order to use or access the Zokos Platform. If you are under 21 years old (for U.S. based users) or the age of majority in your jurisdiction, then you may not use or access the Zokos Platform. Children under 13 years old are prohibited from accessing the Zokos Platform or otherwise providing any personal information to Zokos.

A few highlights of these Terms of Service include:

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- Your agreement that the Zokos Platform is provided “as is” and without warranty (Section 14).
- Your agreement that Company has no liability regarding the Zokos Platform or the performance of Tasks or Goods (as defined below at Section 1) (Section 14).
- Your acknowledgment and agreement that Clients, and not Zokos, scope, supervise, direct, control, and monitor a Vendor’s work and the Tasks or Goods (Section 1).
- Your acknowledgement and agreement that Clients are solely responsible for determining if the Vendor they hire is qualified to perform the task or deliver the Goods at hand.
- Your acknowledgement and agreement that Vendors are independent contractors of Clients and not employees, independent contractors or service providers of Zokos (Sections 1 and 10)
- Your consent to release Company from liability based on claims between Users (Section 2), in respect of Vendor claims (Section 10) and generally (Section 14).

- Your agreement to indemnify Company from claims due to your use or inability to use the Zokos Platform or content submitted from your account to the Zokos Platform (Section 16).
- Your consent to submit any claims against Company to binding arbitration, and on an individual basis only, to the extent permissible by law (Section 19).

1. The Zokos Platform Connects Vendors and Clients

The Zokos Platform is a web-based communications platform which enables connections between Clients and Vendors. “**Clients**” are individuals and/or businesses seeking to obtain products (“**Goods**”) or services (“**Tasks**”) from Vendors and are therefore clients of Vendors, and “**Vendors**” are individuals and/or businesses seeking to provide goods or perform Tasks for Clients. Clients and Vendors together are hereinafter referred to as “**Users**.” If you agree on the terms of a Task or Goods with another User, you and such other User form a Service Agreement directly between the two of you as set forth in more detail in Section 3 below.

VENDORS ARE INDEPENDENT CONTRACTORS OF CLIENTS AND NOT EMPLOYEES, PARTNERS, REPRESENTATIVES, AGENTS, JOINT VENTURERS, INDEPENDENT CONTRACTORS OR FRANCHISEES OF COMPANY. COMPANY DOES NOT PERFORM TASKS OR DELIVER GOODS AND DOES NOT EMPLOY INDIVIDUALS TO PERFORM TASKS OR DELIVER GOODS. USERS HEREBY ACKNOWLEDGE THAT COMPANY DOES NOT SUPERVISE, DIRECT, CONTROL OR MONITOR A VENDOR’S WORK AND EXPRESSLY DISCLAIMS ANY RESPONSIBILITY AND LIABILITY FOR THE WORK PERFORMED AND THE TASKS OR GOODS DELIVERED IN ANY MANNER, INCLUDING BUT NOT LIMITED TO A WARRANTY OR CONDITION OF GOOD AND WORKMANLIKE SERVICES OR GOODS, WARRANTY OR CONDITION OF QUALITY OR FITNESS FOR A PARTICULAR PURPOSE, OR COMPLIANCE WITH ANY LAW, REGULATION, OR CODE.

The Zokos Platform only enables connections between Users for the fulfillment of Tasks and Goods. Company is not responsible for the performance or communications of Users, nor does it have control over the quality, timing, legality, failure to provide, or any other aspect whatsoever of Tasks, Goods, Vendors, Clients, nor of the integrity, responsibility, competence, qualifications, or any of the actions or omissions whatsoever of any Users, or of any ratings provided by Users with respect to each other. Company makes no warranties or representations about the suitability, reliability, timeliness, or accuracy of the Tasks or Goods requested or services provided by, or the communications of or between, Users identified through the Zokos Platform, whether in public, private, or offline interactions or otherwise howsoever.

2. User Vetting and User Representations and Warranties

User Vetting

In Company's sole discretion, Users may be subject to an extensive vetting process before they can register for and during their use of the Zokos Platform, including but not limited to a verification of identity, using third party services as appropriate ("**Identity Checks**"). Although Company may perform Identity Checks, Company is not required to do so and cannot confirm that each User is who they claim to be. Company cannot and does not assume any responsibility for the accuracy or reliability of Identity Check information or any information provided through the Zokos Platform.

When interacting with other Users, you should exercise caution and common sense to protect your personal safety, data, and property, just as you would when interacting with other persons whom you don't know. Zokos will not be liable for any false or misleading statements made by Users of the Zokos Platform. NEITHER ZOKOS NOR ITS PARENTS, AFFILIATES OR LICENSORS, INCLUDING THEIR RESPECTIVE DIRECTORS, OFFICERS, SHAREHOLDERS, AGENTS, INVESTORS, SUBSIDIARIES, ATTORNEYS, REPRESENTATIVES, INSURERS, EMPLOYEES, SUCCESSORS AND ASSIGNS (HEREINAFTER REFERRED TO COLLECTIVELY AS "**ZOKOS AND AFFILIATES**") IS RESPONSIBLE FOR THE CONDUCT, ACTS, OR

OMISSIONS, WHETHER ONLINE OR OFFLINE, OF ANY USER OF THE Zokos PLATFORM AND YOU HEREBY RELEASE ZOKOS AND AFFILIATES FROM ANY AND ALL LIABILITY, CLAIMS, DEMANDS, OR DAMAGES OF EVERY KIND AND NATURE, KNOWN AND UNKNOWN, SUSPECTED AND UNSUSPECTED, DISCLOSED AND UNDISCLOSED, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE Zokos PLATFORM.

User Representations and Warranties

You represent and warrant that: (1) you are 21 years of age or older (for U.S. based users) or are at least of the legally required age in the jurisdiction in which you reside, and are otherwise capable of entering into binding contracts, and (2) you have the right, authority and capacity to enter into this Agreement and to abide by the terms and conditions of this Agreement, and that you will so abide. Where you enter into this Agreement on behalf of a company or other organization, you represent and warrant that you have authority to act on behalf of that entity and to bind that entity to this Agreement.

You further represent and warrant that you have read, understand, and agree to be bound by these Terms of Service and the Privacy Policy in order to access and use the Zokos Platform. You hereby warrant and represent that you will respect the privacy (including without limitation private, family and home life), property and data protection rights of Users. You further represent and warrant that you will fulfill the commitments you make to other Users, including paying/receiving payment, performing the Task(s), or delivering the Good(s) agreed upon as between the Vendor and Client, communicating clearly and promptly through the chat thread and/or responding to invitations promptly, being present and/or available at the time you agree upon with your Vendor or Client as the case may be, and only utilizing the third party payment processing system specified or approved by us to make or receive payment for services provided through the Zokos Platform (the “PSP”). You also represent and warrant that you will act professionally and responsibly in your interactions with other Users. You further represent and warrant that when using or accessing the Zokos Platform, you will

act in accordance with any applicable local, state, provincial, national, or international law or custom and in good faith.

You hereby warrant and represent that, other than as fully and promptly disclosed to Company as set forth below, you do not have any motivation, status, or interest which Company may reasonably wish to know about in connection with the Zokos Platform, including without limitation, if you are using or will or intend to use the Zokos Platform for any journalistic, investigative, or unlawful purpose. You hereby warrant and represent that you will promptly disclose to Company in writing any such motivation, status or interest, whether existing prior to registration or as arises during your use of the Zokos Platform.

Vendors additionally represent and warrant that you will provide timely, high-quality services to your Clients, you will only offer and provide services for which you have the necessary skills and expertise, and you will provide the services safely and in accordance with all applicable laws, and that you have the legal right to work in the country in which you are performing Tasks or delivering Goods.

3. Contract between Clients and Vendors

You acknowledge and agree that a legally binding contract (the “**Service Agreement**”) is formed when you agree on the terms of a Task or Good delivery with another User. The terms of the Service Agreement include the terms set forth in this Section 3, the engagement terms proposed and accepted on the Zokos Platform, and any other contractual terms accepted by both the Vendor and their Client to the extent such terms do not conflict with the terms in this Agreement, including this Section 3, and do not expand Company’s obligations or restrict Company’s rights under this Agreement. You agree that Company is not a party to any Service Agreement and the formation of a Service Agreement will not, under any circumstance, create an employment or other service relationship between Company and the Vendor (or Assistants (as defined below)), nor will it create an employment relationship between the Client and the Vendor (or Assistants (as defined below)). Company’s role is restricted solely to acting as a limited payment collection agent for the Vendor to facilitate payment on behalf of the

Vendor through the Zokos Platform using the PSP in respect of Tasks they perform or Goods they deliver. In acting as the limited payment collection agent for particular Tasks or Goods on the Zokos Platform, Zokos disclaims any other agency or authority to act on behalf of the Vendor, and assumes no liability or responsibility for any acts or omissions of the Vendor, either within or outside of the Zokos Platform.

Where approved in advance by the Client, the Vendor is not obligated to personally perform the Task. Before any Task services are performed by any assistants, helpers, subcontractors or other personnel engaged by the Vendor (collectively “**Assistants**”), the Vendor shall require any such individuals to become fully registered, oriented and verified Vendors on the Zokos Platform. A Vendor’s failure to comply with this provision by bringing an Assistant who is not a registered Vendor could lead to removal from the Zokos Platform. The Vendor assumes full and sole responsibility for the acts and omissions of such Assistants, including without limitation the payment of all compensation, benefits and expenses of Assistants, if any, and for all required and applicable income tax withholdings as to the Vendor and all persons engaged by the Vendor in the performance of the Task services.

The Client shall pay their Vendor directly for completed Task services through the PSP as indicated on the Zokos Platform at the rates agreed to by the parties in the Service Agreement. Each User agrees to comply with the Service Agreement and this Agreement during the engagement, performance and completion of a Task. Both Users agree to notify Company of any disputes prior to negotiation of or filing of any claims and to negotiate any dispute informally via Company representatives for at least thirty (30) days before initiating any proceeding. Zokos reserves the right to suspend or terminate any account or Task pending the resolution of any dispute.

4. Billing and Payment

Users of the Zokos Platform contract for Tasks or Goods directly with other Users. Company will not be a party to any contracts for Task services or Good deliveries. Payment for Task services or Good delivery through the Zokos Platform is made directly

from the Client to the Vendor via the PSP, and not by Company. Company is not obligated to pay Vendor for Client's failure to pay for services or Good delivery. Users of the Zokos Platform will be required to provide their payment method details to Company and the PSP. Clients will be responsible for paying the invoice for each Task (the "**Invoice**"), which will include (i) the pricing terms of the Task agreed with and provided by a Vendor ("**Task Payment**"), (ii) any out of pocket expenses agreed with and submitted by a Vendor in connection with the Task, (iii) any tip or gratuity, if applicable, (iv) the service charge Company assesses to the Client as payable for the use of the Zokos Platform, variable based on the Task Payment amount, and (v) the platform fee (sometimes referred to as Trust & Support Fee) Company assesses to the Client, which is used to offset Company's cost of providing Users with customer support, and other various business objectives, and (vi) cancellation fees, if applicable. Vendors will be responsible for paying (i) repayment of erroneous payments. Clients may also be charged credit card processing fees equal to three percent (3%) of the aggregate expense amount if expenses related to a Task individually, or fees related to cryptocurrency payment forwarding.

Vendors may be required to register with the PSP, agree to terms of service of the PSP, and go through a vetting process at the request of the PSP to set up their account with the PSP (the "**PSP Services Agreement**"). By accepting these Terms of Service, each Vendor agrees that they have downloaded or printed, and reviewed and agreed to, the PSP Services Agreement. Please note that Zokos is not a party to the PSP Services Agreement and that you, the PSP and any other parties listed in the PSP Services Agreement are the parties to the PSP Services Agreement and that Zokos has no obligations, responsibility or liability to any Vendor or other party under the PSP Services Agreement.

To help prevent fraud and safeguard User information from the risk of unauthorized access, Company and/or the PSP may validate an account before activation. As part of the account validation, a temporary charge is placed on the account associated with the

User and then refunded within 1-3 business days. Due to the difference in PSP and credit card issuer requirements, this temporary charge may vary between \$0.01 to \$1.00, depending on the estimated value of the Task or Goods and related expenses. When Client receives confirmation through the Zokos Platform or via email that a Task has been completed, Client automatically authorizes the PSP to process the Invoice. Users may be charged a one-hour cancellation fee through the PSP if you book (or accept) a Task, but cancel it before the scheduled time for performance.

Company reserves the right (but not the obligation), in its sole discretion, upon request from Client or Vendor, or upon notice of any potential fraud, unauthorized charges or other misuse of the Zokos Platform, to (i) place on hold any Task or Good Payment, out of pocket expenses (ii) refund or provide credits, or arrange for the PSP to do so or (iii) any payment withdrawal from the Zokos Platform.

Task Payment and fees must be paid through the PSP as indicated on the Zokos Platform.

Users of the Zokos Platform will be liable for any taxes required to be paid on the Tasks or Goods provided under the Agreement.

5. Mobile App Updates and Upgrades

By installing one of the Apps, you consent to the installation of the App and any updates or upgrades that are released through the Zokos Platform. The App (including any updates or upgrades) may (i) cause your device to automatically communicate with Zokos's servers to deliver the App functionality and to record usage metrics, (ii) affect App-related preferences or data stored your device, and (iii) collect personal information as set out in our Privacy Policy. You can uninstall the App at any time.

6. Termination and Suspension

Company may terminate or limit your right to use the Zokos Platform in the event that we are investigating or believe that you have breached any provision of this Agreement (a "**User Breach**"), by providing you with written or email notice. Such termination or limitation will be effective immediately upon delivery of such notice.

If Company terminates or limits your right to use the Zokos Platform pursuant to this Section 6, you are prohibited from registering and creating a new account under your name, email, a fake or borrowed name or email, or the name of any third party, even if you may be acting on behalf of the third party. If Company terminates or limits your right to use the Zokos Platform as a Client due to a User Breach, you will not be entitled to any refund of unused balance in your account.

Even after your right to use the Zokos Platform is terminated or limited, this Agreement will remain enforceable against you. Company reserves the right to take appropriate legal action, including but not limited to pursuing arbitration in accordance with Section 17 of these Terms of Service.

Company reserves the right to modify or discontinue, temporarily or permanently, all or any portion of the Zokos Platform at its sole discretion. Company is not liable to you for any modification or discontinuance of all or any portion of the Zokos Platform. Company has the right to restrict anyone from completing registration as a Vendor if Company believes such person may threaten the safety and integrity of the Zokos Platform, or if, in Company's discretion, such restriction is necessary to address any other reasonable business concern.

You may terminate this Agreement at any time by ceasing all use of the Zokos Platform. All parts of this Agreement which by their nature should survive the expiration or termination of this Agreement shall continue in full force and effect subsequent to and notwithstanding the expiration or termination of this Agreement.

7. Account, Password, Security, and Mobile Phone Use

You must register with Company and create an account to use the Zokos Platform (an "**Account**"). You are the sole authorized user of your account. You are responsible for maintaining the confidentiality of any log-in, password, and account number provided by you or given to you by Company for accessing the Zokos Platform. You are solely and fully responsible for all activities that occur under your password or account, even if not authorized by you. If you are accessing and using the Zokos Platform on someone else's behalf, you represent that you have the authority to bind that person as the

principal to all Terms provided herein. Company has no control over the use of any User's account and expressly disclaims any liability derived therefrom. Should you suspect that any unauthorized party may be using your password or account or you suspect any other breach of security, you agree to contact Company immediately. By providing your mobile phone number and using the Zokos Platform, you hereby affirmatively consent to Zokos's use of your mobile phone number for calls and recurring texts, (including with an autodialer and/or prerecorded voice) in order to (a) perform and improve upon the Zokos Platform, (b) facilitate the carrying out of Tasks or Goods through the Zokos Platform, (c) provide you with information and reminders regarding your registration, orientation, upcoming Tasks, upcoming delivered Goods, product alterations, changes and updates, service outages or alterations. These calls and texts may include, among other things, reminders about uncompleted or upcoming Task or Goods and/or in follow up to any push notifications delivered through our mobile application. Company will not assess any charges for calls or texts, but standard message, data or other charges from your wireless carrier may apply. You may opt-out of receiving texts messages from us by modifying your account settings on the Site or Apps, texting "STOP" in response to any texts, or by emailing cases@Zokos.com and specifying you want to opt-out of texts. You may opt-out of receiving calls from us by stating that you no longer wish to receive calls during any call with us, or by emailing cases@Zokos.com and specifying you want to opt-out of calls. You understand that we may send you a text confirming any opt-out by you.

8. User Generated Content

"**User Generated Content**" is defined as any information and materials you provide to Company, its corporate partners, or other Users in connection with your registration for and use of the Zokos Platform, including without limitation that posted or transmitted for use in Public Areas. You are solely responsible for User Generated Content, and we act merely as a passive conduit for your online distribution and publication of your User Generated Content. You acknowledge and agree that Zokos is not involved in the creation or development of User Generated Content, disclaims any responsibility for

User Generated Content, and cannot be liable for claims arising out of or relating to User Generated Content. Further, you acknowledge and agree that Zokos has no obligation to monitor, review, or remove User Generated Content, but reserves the right to limit or remove User Generated Content on the Zokos Platform at its sole discretion. You hereby represent and warrant to Company that your User Generated Content (a) will not be false, inaccurate, incomplete or misleading; (b) will not be fraudulent or involve the sale of counterfeit or stolen items; (c) will not infringe on any third party's copyright, patent, trademark, trade secret or other proprietary right or rights of publicity, personality or privacy; (d) will not violate any law, statute, ordinance, or regulation (including without limitation those governing export control, consumer protection, unfair competition, anti-discrimination, false advertising, anti-spam or privacy); (e) will not be defamatory, libelous, unlawfully threatening, or unlawfully harassing; (f) will not be obscene or contain pornography (including but not limited to child pornography) or be harmful to minors; (g) will not contain any viruses, Trojan Horses, worms, time bombs, cancelbots or other computer programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or personal information; (h) will not represent you being employed or directly engaged by or affiliated with Zokos or purport you to act as a representative or agent of Zokos; and (i) will not create liability for Company or cause Company to lose (in whole or in part) the services of its ISPs or other partners or suppliers.

The Zokos Platform hosts User Generated Content relating to reviews and ratings of specific Vendors ("**Feedback**"). Such Feedback is such User's opinion and not the opinion of Company, has not been verified or approved by Company and each Client should undertake their own research to be satisfied that a specific Vendor is the right person for a Task. You agree that Company is not responsible or liable for any Feedback or other User Generated Content. Company encourages each User to give objective, constructive and honest Feedback about the other Users with whom they have transacted. Company is not obligated to investigate any remarks posted by Users for accuracy or reliability but may do so at its discretion.

You hereby grant Company a non-exclusive, worldwide, perpetual, irrevocable, royalty-free, sublicensable (through multiple tiers) right to exercise all copyrights, publicity rights, and any other rights you have in your User Generated Content, in any media now known or not currently known in order to perform and improve upon the Zokos Platform.

Each Vendor who provides to Company any videotape, film, recording, photograph, voice, or all related instrumental, musical, or other sound effects (collectively, “**Media**”), in exchange for the right to use the Zokos Platform, hereby waives any and all moral rights in connection with such Media and irrevocably grants to Company the non-exclusive, fully-paid, royalty-free, transferable, sublicensable, worldwide, unrestricted, and perpetual right to:

- Exhibit, distribute, display, transmit, and broadcast on any and all media, including, without limitation, the internet, any videotape, film, recording or photograph that such User provides to Company or that Company takes of Vendor, and use, reproduce, modify, or create derivatives of such Vendor picture, silhouette and other reproductions of their physical likeness (as the same may appear in any still camera photograph and/or motion picture film or video) (collectively the “Physical Likeness”);
- Reproduce in all media any recordings of such Vendor’s voice, and all related instrumental, musical, or other sound effects (collectively, the “Voice”), made in connection with the Zokos Platform;
- Use, and permit to be used, such Vendor’s Physical Likeness and Voice in the advertising, marketing, and/or publicizing of the Zokos Platform in any media; and
- Use, and permit to be used, such Vendor’s name and identity in connection with the Zokos Platform.

Each Vendor warrants and represents that they have the lawful authority to grant the rights set out above.

Each Vendor hereby waives all rights and releases Zokos and Affiliates from, and shall neither sue nor bring any proceeding against any such parties for, any claim or cause of action, whether now known or unknown, for defamation, invasion of right to privacy, publicity or personality or any similar matter, or based upon or relating to the use and

exploitation of such Vendor's identity, likeness or voice in connection with the Zokos Platform.

Each Vendor acknowledges that Zokos shall not owe any financial or other remuneration for using the recordings provided hereunder by such Vendor, either for initial or subsequent transmission or playback, and further acknowledges that Zokos is not responsible for any expense or liability incurred as a result of such Vendor's recordings or participation in any recordings, including any loss of such recording data.

9. Links to Third-Party Websites

The Zokos Platform may contain links (such as hyperlinks) to third-party websites. Such links do not constitute endorsement by Company or association with those websites, their content or their operators. Such links (including without limitation external websites that are framed by the Zokos Platform as well as any advertisements displayed in connection therewith) are provided as an information service, for reference and convenience only. Company does not control any such websites, and is not responsible for their (i) availability or accuracy, or (ii) content, advertising, products, or services. It is your responsibility to evaluate the content and usefulness of the information obtained from other websites. You acknowledge and agree that Zokos is not involved in the creation or development of third-party websites and disclaims any responsibility for third-party websites, and cannot be liable for claims arising out of or relating to third-party websites. Further, you acknowledge and agree that Zokos has no obligation to monitor, review, or remove links to third-party websites, but reserves the right to limit or remove links to third-party websites on the Zokos Platform at its sole discretion.

The use of any website controlled, owned or operated by third parties is governed by the terms and conditions of use and privacy policies for those websites. You access such third-party websites at your own risk. Zokos expressly disclaims any liability arising in connection with your use and/or viewing of any websites or other material associated with links that may appear on the Zokos Platform. You hereby agree to hold Zokos harmless from any liability that may result from the use of links that may appear on the Zokos Platform.

As part of the functionality of the Zokos Platform, you may link your account with online accounts you may have with third party service providers (such as Facebook) (each such account, a “**Third-Party Account**”) by either: (i) providing your Third-Party Account login information through the Zokos Platform; or (ii) allowing Zokos to access your Third-Party Account, as is permitted under the applicable terms and conditions that govern your use of each Third-Party Account. You represent that you are entitled to disclose your Third-Party Account login information to Zokos and/or grant Zokos access to your Third-Party Account (including, but not limited to, for use for the purposes described herein), without breach by you of any of the terms and conditions that govern your use of the applicable Third-Party Account and without obligating Zokos to pay any fees or making Zokos subject to any usage limitations imposed by such third-party service providers. By granting Zokos access to any Third-Party Accounts, you understand that (i) Zokos may access, make available and store (if applicable) any content that you have provided to and stored in your Third-Party Account (the “**SNS Content**”) so that it is available on and through the Zokos Platform via your account, including without limitation any friend lists, and (ii) Zokos may submit and receive additional information to your Third-Party Account to the extent you are notified of this when you link your account with the Third-Party Account. Unless otherwise specified in these Terms of Service, all SNS Content, if any, shall be considered to be User Generated Content. Depending on the Third-Party Accounts you choose, and subject to the privacy settings that you have set in such Third-Party Accounts, personally identifiable information that you post to your Third-Party Accounts may be available on and through your account on the Zokos Platform. Please note that if a Third-Party Account or associated service becomes unavailable or Zokos’s access to such Third-Party Account is terminated by the third-party service provider, then SNS Content may no longer be available on and through the Zokos Platform. You will have the ability to disable the connection between your account on the Zokos Platform and your Third-Party Accounts at any time, as set forth below. PLEASE NOTE THAT YOUR RELATIONSHIP WITH THE THIRD-PARTY SERVICE PROVIDERS ASSOCIATED

WITH YOUR THIRD-PARTY ACCOUNTS IS GOVERNED SOLELY BY YOUR AGREEMENT(S) WITH SUCH THIRD PARTY SERVICE PROVIDERS. Company makes no effort to review any SNS Content for any purpose, including but not limited to, for accuracy, legality, or non-infringement, and Company is not responsible for any SNS Content.

10. Worker Classification and Withholdings

AS SET FORTH IN SECTION 1, ZOKOS DOES NOT PERFORM TASKS OR DELIVER GOODS AND DOES NOT EMPLOY INDIVIDUALS TO PERFORM TASKS OR DELIVER GOODS. EACH USER ASSUMES ALL LIABILITY FOR PROPER CLASSIFICATION OF SUCH USER'S WORKERS BASED ON APPLICABLE LEGAL GUIDELINES. IF A CLIENT, YOU INDEMNIFY AND HOLD ZOKOS AND AFFILIATES HARMLESS, AND IF A VENDOR, YOU FULLY AND FINALLY RELEASE ZOKOS AND AFFILIATES, FROM ALL LIABILITIES, CLAIMS, CAUSES OF ACTION, DEMANDS, DAMAGES, LOSSES, FINES, PENALTIES OR OTHER COSTS OR EXPENSES THAT VENDORS OR ASSISTANTS MAY INCUR OR BECOME ENTITLED TO, WHETHER UNDER CONTRACT, COMMON LAW, CIVIL LAW, STATUTE OR OTHERWISE, IN RESPECT OF TASKS OR GOODS OR SERVICE AGREEMENTS OR THE USE OF THE ZOKOS PLATFORM, INCLUDING WITH RESPECT TO MISCLASSIFICATION OF VENDORS AND ASSISTANTS AND THE TERMINATION OR CESSATION OF ANY TASKS OR GOODS, SERVICE AGREEMENTS, THIS AGREEMENT OR THE USE OF THE ZOKOS PLATFORM.

Users do not have authority to enter into written or oral — whether implied or express — contracts on behalf of Company. Each User acknowledges and agrees that Zokos does not, in any way, supervise, scope, direct, control or monitor a Vendor's work, Tasks, or delivered Goods in any manner. Company does not set a Vendor's work hours or location of work. Zokos will not provide any equipment, tools, labor or materials needed for a particular Task. Zokos does not provide any supervision to Users.

The Zokos Platform is not an employment agency service or business and Zokos is not an employer of any User. As such, Zokos is not responsible for and will not be liable for

workers' compensation or any tax payments or withholding, including but not limited to applicable sales taxes, unemployment or employment insurance, Canada Pension Plan, social security, disability insurance or any other applicable federal, provincial or state withholdings in connection with a User's use of the Zokos Platform. Vendors acknowledge and confirm that they are responsible for exercising their own business judgment in entering into Service Agreements and performing Tasks or delivering Goods and that, depending on how they exercise such business judgment, there is a chance for individual profit or loss.

This Section 10 in no way limits the generality of Section 14.

11. Intellectual Property Rights

All text, graphics, editorial content, data, formatting, graphs, designs, HTML, look and feel, photographs, music, sounds, images, software, videos, designs, trademarks, logos, typefaces and other content (collectively "**Proprietary Material**") that Users see or read through the Zokos Platform is owned by Zokos, excluding User Generated Content, which Users hereby grant Zokos a license to use. Proprietary Material is protected in all forms, media and technologies now known or hereinafter developed. Zokos owns all Proprietary Material, as well as the coordination, selection, arrangement and enhancement of such Proprietary Materials as a Collective Work under the United States Copyright Act, as amended. The Proprietary Material is protected by the domestic and international laws governing copyright, patents, and other proprietary rights. Users may not copy, download, use, redesign, reconfigure, or retransmit anything from the Zokos Platform without Zokos's express prior written consent and, if applicable, the holder of the rights to the User Generated Content. Any use of such Proprietary Material, other than as permitted therein, is expressly prohibited without the prior permission of Zokos and, if applicable, the holder of the rights to the User Generated Content.

The service marks and trademarks of Zokos, including without limitation Zokos and Zokos logos, are service marks owned by Zokos. Any other trademarks, service marks, logos and/or trade names appearing via the Zokos Platform are the property of their

respective owners. You may not copy or use any of these marks, logos or trade names without the express prior written consent of the owner.

12. Copyright Complaints and Copyright Agent

Zokos respects the intellectual property of others, and expects Users to do the same. If you believe, in good faith, that any materials provided on or in connection with the Zokos Platform infringe upon your copyright or other intellectual property right, please send the following information to Zokos's Copyright Agent at: cases@zokos.com:

- A description of the copyrighted work that you claim has been infringed, including the URL (Internet address or OpenBazaar link) or other specific location on the Zokos Platform where the material you claim is infringed is located. Include enough information to allow Zokos to locate the material, and explain why you think an infringement has taken place;
- A description of the location where the original or an authorized copy of the copyrighted work exists -- for example, the URL (Internet address) where it is posted or the name of the book in which it has been published;
- Your address, telephone number, and e-mail address;
- A statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law;
- A statement by you, made under penalty of perjury, that the information in your notice is accurate, and that you are the copyright owner or authorized to act on the copyright owner's behalf; and
- An electronic or physical signature of the owner of the copyright or the person authorized to act on behalf of the owner of the copyright interest.

13. Confidential Information

You acknowledge that Confidential Information (as defined below) is a valuable, special and unique asset of Zokos and agree that you will not disclose, transfer, use (or seek to induce others to disclose, transfer or use) any Confidential Information for any purpose other than using the Zokos Platform in accordance with these Terms of Service. If relevant, you may disclose the Confidential Information to your authorized employees and agents provided that they are also bound to maintain the confidentiality of Confidential Information. You shall promptly notify Zokos in writing of any circumstances that may constitute unauthorized disclosure, transfer, or use of Confidential Information.

You shall use best efforts to protect Confidential Information from unauthorized disclosure, transfer or use. You shall return all originals and any copies of any and all materials containing Confidential Information to Zokos upon termination of this Agreement for any reason whatsoever.

The term “**Confidential Information**” shall mean any and all of Zokos’s trade secrets, confidential and proprietary information, and all other information and data of Zokos that is not generally known to the public or other third parties who could derive value, economic or otherwise, from its use or disclosure. Confidential Information shall be deemed to include technical data, know-how, research, product plans, products, services, customers, markets, software, developments, inventions, processes, formulas, technology, designs, drawings, engineering, hardware configuration information, marketing, finances, strategic and other proprietary and confidential information relating to Zokos or Zokos’s business, operations or properties, including information about Zokos’s staff, Users or partners, or other business information disclosed directly or indirectly in writing, orally or by drawings or observation.

14. Disclaimer of Warranties

(a) Use Of The Zokos Platform Is Entirely At Your Own Risk

THE ZOKOS PLATFORM IS PROVIDED ON AN “AS IS” BASIS WITHOUT WARRANTIES OR CONDITIONS OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. ZOKOS MAKES NO WARRANTIES OR REPRESENTATIONS ABOUT THE ACCURACY OR COMPLETENESS OF THE CONTENT PROVIDED THROUGH THE ZOKOS PLATFORM OR THE CONTENT OF ANY SITES LINKED TO THE ZOKOS PLATFORM AND ASSUMES NO LIABILITY OR RESPONSIBILITY IN CONTRACT, WARRANTY OR IN TORT FOR ANY (I) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT, (II) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO AND USE OF THE ZOKOS PLATFORM, (III) ANY ACCESS TO OR USE OF OUR SECURE

SERVICES AND/OR ANY AND ALL PERSONAL INFORMATION AND/OR FINANCIAL INFORMATION STORED THEREIN; AND (IV) EVENTS BEYOND OUR REASONABLE CONTROL.

Zokos does not warrant, endorse, guarantee or assume responsibility for any service advertised or offered by a third party through the Zokos Platform or any hyperlinked website or featured in any banner or other advertising, and Zokos will not be a party to or in any way be responsible for monitoring any transaction between you and third-party providers of products or services. As with the purchase of a product or service through any medium or in any environment, you should use your best judgment and exercise caution where appropriate. Without limiting the foregoing, Zokos and Affiliates do not warrant that access to the Zokos Platform will be uninterrupted or that the Zokos Platform will be error-free; nor do they make any warranty as to the results that may be obtained from the use of the Zokos Platform, or as to the timeliness, accuracy, reliability, completeness or content of any Task, service, information or materials provided through or in connection with the use of the Zokos Platform. Zokos and Affiliates are not responsible for the conduct, whether online or offline, of any User. Zokos and Affiliates do not warrant that the Zokos Platform is free from computer viruses, system failures, worms, trojan horses, or other harmful components or malfunctions, including during hyperlink to or from third-party websites. Zokos and Affiliates cannot and do not guarantee that any personal information supplied by you will not be misappropriated, intercepted, deleted, destroyed or used by others.

Notwithstanding any feature a Client may use to expedite Zokos selection, each Client is responsible for determining the Task and selecting their Vendor and Zokos does not warrant any goods or services purchased by a Client and does not recommend any particular Vendor. Zokos does not provide any warranties or guarantees regarding any Vendor's professional accreditation, registration or license.

In addition, no individual or entity shall be a third party beneficiary of these terms. These terms are solely for the benefit of the parties to this Agreement and are not intended to and shall not be construed to give any person or entity other than you any interest,

remedy, claim, liability, reimbursement, claim of action or any other rights (including, without limitation, any third party beneficiary rights), with respect to or in connection with any agreement or provision contained herein or contemplated hereby.

(b) No Liability

You acknowledge and agree that Zokos is only willing to provide the Zokos Platform if you agree to certain limitations of our liability to you and third parties. Therefore, you agree not to hold Zokos and Affiliates, or their corporate partners, liable for any claims, demands, damages, expenses, losses, governmental obligations, suits, and/or controversies of every kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed, direct, indirect, incidental, actual, consequential, economic, special, or exemplary, including attorneys fees and costs (collectively, “**Liabilities**”) that have arisen or may arise, relating to your or any other party’s use of or inability to use the Zokos Platform, including without limitation any Liabilities arising in connection with the conduct, act or omission of any User (including without limitation stalking, harassment that is sexual or otherwise, acts of physical violence, and destruction of personal property), any dispute with any User, any instruction, advice, act, or service provided by Zokos and Affiliates and any destruction of your User Generated Content.

UNDER NO CIRCUMSTANCES WILL ZOKOS AND AFFILIATES OR THEIR CORPORATE PARTNERS BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, ACTUAL, CONSEQUENTIAL, ECONOMIC, SPECIAL OR EXEMPLARY DAMAGES (INCLUDING BUT NOT LIMITED TO LOST PROFITS, LOSS OF DATA, LOSS OF GOODWILL, SERVICE INTERRUPTION, COMPUTER DAMAGE, SYSTEM FAILURE, FAILURE TO STORE ANY INFORMATION OR OTHER CONTENT MAINTAINED OR TRANSMITTED BY ZOKOS, OR THE COST OF SUBSTITUTE PRODUCTS OR SERVICES) ARISING IN CONNECTION WITH YOUR USE OF OR INABILITY TO USE THE ZOKOS PLATFORM OR THE TASK SERVICES, EVEN IF ADVISED OF THE POSSIBILITY OF THE SAME. SOME JURISDICTIONS DO NOT ALLOW THE

EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU IN THEIR ENTIRETY. ZOKOS AND AFFILIATES EXPRESSLY DISCLAIM ANY LIABILITY THAT MAY ARISE BETWEEN USERS OF ITS ZOKOS PLATFORM. ZOKOS AND AFFILIATES ALSO DO NOT ACCEPT ANY LIABILITY WITH RESPECT TO THE QUALITY OR FITNESS OF ANY WORK PERFORMED VIA THE ZOKOS PLATFORM.

IF, NOTWITHSTANDING THE FOREGOING EXCLUSIONS, IT IS DETERMINED THAT ZOKOS AND AFFILIATES OR THEIR CORPORATE PARTNERS ARE LIABLE FOR DAMAGES, IN NO EVENT WILL THE AGGREGATE LIABILITY, WHETHER ARISING IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, EXCEED THE TOTAL FEES PAID BY YOU TO COMPANY DURING THE SIX (6) MONTHS PRIOR TO THE TIME SUCH CLAIM AROSE, TO THE EXTENT PERMITTED BY APPLICABLE LAW.

Some jurisdictions do not allow the exclusion of certain warranties or limitation of liability for consequential or incidental damages, so certain aspects of the limitations above may not apply to you.

(c) Release

THE ZOKOS PLATFORM IS ONLY A VENUE FOR CONNECTING USERS. BECAUSE ZOKOS IS NOT A PARTY TO OR OTHERWISE INVOLVED IN THE ACTUAL CONTRACT BETWEEN USERS OR IN THE COMPLETION OF THE TASK, IN THE EVENT THAT YOU HAVE A DISPUTE WITH ONE OR MORE USERS, YOU HEREBY RELEASE ZOKOS AND AFFILIATES AND THEIR CORPORATE PARTNERS FROM ANY AND ALL CLAIMS, DEMANDS, DAMAGES (INCLUDING DIRECT, INDIRECT, INCIDENTAL, ACTUAL, CONSEQUENTIAL, ECONOMIC, SPECIAL, OR EXEMPLARY), EXPENSES, LOSSES, GOVERNMENTAL OBLIGATIONS, SUITS AND/OR CONTROVERSIES OF EVERY KIND AND NATURE, KNOWN AND UNKNOWN, SUSPECTED AND UNSUSPECTED, DISCLOSED AND UNDISCLOSED, ARISING OUT OF OR IN ANY WAY CONNECTED WITH SUCH DISPUTE.

TO THE EXTENT APPLICABLE, YOU HEREBY WAIVE THE PROTECTIONS OF CALIFORNIA CIVIL CODE § 1542 (AND ANY ANALOGOUS LAW IN ANY OTHER APPLICABLE JURISDICTION) WHICH READS AS FOLLOWS: “A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.”

15. Limitation of Liability.

(a) IN NO EVENT SHALL ZOKOS, ITS AFFILIATES AND SERVICE PROVIDERS, OR ANY OF THEIR RESPECTIVE OFFICERS, DIRECTORS, AGENTS, EMPLOYEES OR REPRESENTATIVES, BE LIABLE FOR: (A) ANY AMOUNT GREATER THAN THE VALUE OF THE VIRTUAL CURRENCY ACTUALLY DELIVERED TO US BY YOU IN CONNECTION WITH A SUPPORTED CONVERSION SERVICE TRANSACTION COMPLETED ON ITS DISPLAYED TERMS OVER THE PRIOR 30 DAYS, VALUED AT THE TIME OF THE TRANSACTION; OR (B) FOR ANY LOST PROFITS OR ANY SPECIAL, INCIDENTAL, INDIRECT, INTANGIBLE, OR CONSEQUENTIAL DAMAGES, WHETHER BASED IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR OTHERWISE, ARISING OUT OF OR IN CONNECTION WITH AUTHORIZED OR UNAUTHORIZED USE OF THE SERVICES, OR THIS AGREEMENT, EVEN IF AN AUTHORIZED REPRESENTATIVE OF ZOKOS HAS BEEN ADVISED OF, KNEW OF, OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES. FOR EXAMPLE (AND WITHOUT LIMITING THE SCOPE OF THE PRECEDING SENTENCE), YOU MAY NOT RECOVER FOR LOST PROFITS, LOST BUSINESS OPPORTUNITIES, OR OTHER TYPES OF SPECIAL, INCIDENTAL, INDIRECT, INTANGIBLE, OR CONSEQUENTIAL DAMAGES. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF

INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

(b) UNDER NO CIRCUMSTANCES WILL WE BE REQUIRED TO DELIVER TO YOU ANY VIRTUAL CURRENCY AS DAMAGES, SPECIFIC PERFORMANCE OR ANY OTHER REMEDY. IF YOU WOULD BASE YOUR CALCULATIONS OF DAMAGES IN ANY WAY ON THE VALUE OF VIRTUAL CURRENCY, YOU AND WE AGREE THAT THE CALCULATION WILL BE BASED ON THE LOWEST VALUE OF THE VIRTUAL CURRENCY DURING THE PERIOD BETWEEN THE ACCRUAL OF THE CLAIM AND THE AWARD OF DAMAGES.

(c) We will not be responsible or liable to you for any loss and take no responsibility for damages or claims arising in whole or in part, directly or indirectly from: (a) user error such as forgotten passwords, incorrectly constructed transactions, or mistyped Virtual Currency addresses; (b) server failure or data loss; (c) corrupted or otherwise non-performing Wallets or Wallet files; (d) unauthorized access to applications; (e) any unauthorized activities, including without limitation the use of hacking, viruses, phishing, brute forcing or other means of attack against the Services.

16. Indemnification

You hereby agree to indemnify, defend, and hold harmless Zokos and Affiliates, and their attorneys, insurers, independent contractors, providers, successors and assigns (the “**Indemnified Parties**”) from and against any and all Liabilities incurred in connection with (i) your use or inability to use the Zokos Platform or perform Tasks or deliver Goods, or (ii) your breach or violation of this Agreement; (iii) your violation of any law, or the rights of any User or third party and (iv) any content submitted by you or using your account to the Zokos Platform, including, but not limited to the extent such content may infringe on the intellectual rights of a third party or otherwise be illegal or

unlawful. You also agree to indemnify the Indemnified Parties for any Liabilities resulting from your use of software robots, spiders, crawlers, or similar data gathering and extraction tools, or any other action you take that imposes an unreasonable burden or load on our infrastructure. Zokos reserves the right, in its own sole discretion, to assume the exclusive defense and control at its own expense of any matter otherwise subject to your indemnification. You will not, in any event, settle any claim or matter without the prior written consent of Zokos.

17. Dispute Resolution – Arbitration & Class Action Waiver (U.S. Users)

USERS RESIDING IN THE UNITED STATES: PLEASE READ THIS SECTION CAREFULLY — IT AFFECTS YOUR LEGAL RIGHTS AND GOVERNS HOW YOU AND ZOKOS CAN BRING CLAIMS AGAINST EACH OTHER. THIS SECTION WILL, WITH LIMITED EXCEPTION, REQUIRE YOU AND ZOKOS TO SUBMIT CLAIMS AGAINST EACH OTHER TO BINDING AND FINAL ARBITRATION ON AN INDIVIDUAL BASIS.

SECTION 17 DOES NOT APPLY TO USERS RESIDING IN CANADA, AND USERS RESIDING IN CANADA AND ZOKOS AGREE THAT SECTION 18 SHALL APPLY INSTEAD.

(a) Informal Negotiations

To expedite resolution and reduce the cost of any dispute, controversy or claim between you and Zokos (each a “**Claim**” and collectively “**Claims**”), you and Zokos agree to first attempt to negotiate any Claim (except those Claims expressly excluded below) informally for at least thirty (30) days before initiating any arbitration. This pre-arbitration negotiation shall be initiated by providing written notice to the other party—including a brief statement describing the name, address, and contact information of the notifying party, the facts giving rise to the Claim, and the relief requested. Attention: Legal. If necessary to preserve a Claim under any applicable statute of limitations, you or Zokos may initiate arbitration while engaging in the informal negotiations.

During this pre-arbitration negotiation, 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, and attorneys are confidential, privileged and inadmissible for any purpose, including as evidence of liability, in arbitration or other proceeding involving the parties.

After a good faith effort to negotiate, if you or Zokos believe a Claim cannot be resolved informally, the party intending to pursue arbitration agrees to notify the other party via email prior to initiating the arbitration. In order to initiate arbitration, a claim must be filed with the American Arbitration Association (“**AAA**”) and the written Demand for Arbitration (available at www.adr.org) must be provided to the other party, as specified in the Commercial Arbitration Rules (the “**AAA Rules**”).

(b) Agreement to Binding Arbitration

IN EXCHANGE FOR THE BENEFITS OF THE SPEEDY, ECONOMICAL, AND IMPARTIAL DISPUTE RESOLUTION PROCEDURE OF ARBITRATION, YOU AND ZOKOS MUTUALLY AGREE TO WAIVE YOUR RESPECTIVE RIGHTS TO RESOLUTION OF ALL CLAIMS BETWEEN YOU (EXCEPT THOSE EXPRESSLY EXCLUDED BELOW) IN A COURT OF LAW BY A JUDGE OR JURY AND AGREE TO RESOLVE ANY DISPUTES BY BINDING ARBITRATION ON AN INDIVIDUAL BASIS AS SET FORTH HEREIN.

This agreement to arbitrate contained in this Section 17 (“**Arbitration Agreement**”) is governed by the Federal Arbitration Act and survives the termination of this Agreement and your relationship with Company.

Claims covered by this Arbitration Agreement include, but are not limited to, any dispute, claim or controversy whether based on past, present or future events arising out of or relating to: this Agreement and prior versions (including the breach, termination, enforcement, interpretation or validity thereof); the Zokos Platform, services, Goods, or Tasks; your relationship with Zokos; the threatened or actual suspension, deactivation or termination of your Account or this Agreement; payments made by you or any payments made or allegedly owed to you; any city, county, state or

federal wage-hour law; compensation, breaks and rests periods, expense reimbursement, wrongful termination, discrimination, harassment, retaliation, fraud, defamation, trade secrets, unfair competition, emotional distress; any promotions or offers made by Company; breach of any express or implied contract or breach of any express or implied covenant; claims arising under federal or state consumer protection laws; claims arising under antitrust laws; claims arising under the Telephone Consumer Protection Act and Fair Credit Reporting Act; and claims arising under the Fair Labor Standards Act, Civil Rights Act of 1964, Uniform Trade Secrets Act, Americans With Disabilities Act, Age Discrimination in Employment Act, Older Workers Benefit Protection Act, Family Medical Leave Act, Employee Retirement Income Security Act (except for individual claims for employee benefits under any benefit plan sponsored by Company and covered by the Employee Retirement Income Security Act of 1974 or funded by insurance), and state statutes, if any, addressing the same or similar subject matters; and all other federal and state statutory and common law claims.

If there is a dispute about the arbitrability of any Claim (including questions about the scope, applicability, interpretation, validity, and enforceability of this arbitration agreement), you and Zokos agree that this threshold dispute shall be delegated to the arbitrator (not a court) and that the arbitrator shall have initial authority to resolve such threshold disputes, except as expressly provided below.

YOU ACKNOWLEDGE AND UNDERSTAND THAT YOU AND ZOKOS ARE WAIVING THE RIGHT TO SUE IN COURT OR HAVE A JURY TRIAL FOR ALL CLAIMS, UNLESS EXPRESSLY EXCLUDED IN THIS ARBITRATION AGREEMENT. THIS ARBITRATION AGREEMENT IS INTENDED TO REQUIRE ARBITRATION OF EVERY CLAIM OR DISPUTE THAT CAN LAWFULLY BE ARBITRATED, EXCEPT THOSE CLAIMS AND DISPUTES WHICH BY THE TERMS OF THIS ARBITRATION AGREEMENT ARE EXPRESSLY EXCLUDED FROM THE REQUIREMENT TO ARBITRATE.

(c) Agreement Prohibiting Class Actions and Non-Individualized Relief

Except as otherwise required under applicable law, you and Zokos agree that any arbitration will be limited to the Claim between Zokos and you individually. YOU ACKNOWLEDGE AND AGREE THAT YOU AND ZOKOS ARE EACH WAIVING THE RIGHT TO PARTICIPATE AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS ACTION LAWSUIT, CLASS-WIDE ARBITRATION, OR ANY OTHER REPRESENTATIVE PROCEEDING (“**Class Action Waiver**”). Further, unless both you and Zokos otherwise agree, the arbitrator may not consolidate more than one person’s claims, and may not otherwise preside over any form of any class or representative proceeding. The arbitrator shall have no authority to consider or resolve any Claim or issue any relief on any basis other than an individual basis. The arbitrator shall have no authority to consider or resolve any Claim or issue any relief on a class, collective, or representative basis. Notwithstanding the foregoing, this Class Action Waiver shall not apply to Private Attorney General Act Claims brought against Company, which are addressed separately in Section 17(d) below.

Notwithstanding any other provision of this Agreement, the Arbitration Agreement or the AAA Rules (as defined below), disputes regarding the scope, applicability, enforceability, revocability or validity of the Class Action Waiver may be resolved only by a civil court of competent jurisdiction and not by an arbitrator. In any case in which: (i) the Claim is filed as a class, collective, or representative action and (ii) there is a final judicial determination that the Class Action Waiver is unenforceable as to any Claims, then those Claims shall be severed from any remaining Claims and may remain in a civil court of competent jurisdiction, but the Class Action Waiver shall be enforced in arbitration on an individual basis as to all other Claims to the fullest extent possible.

(d) Representative PAGA Waiver

Notwithstanding any other provision of this Agreement, the Arbitration Agreement or the AAA Rules, to the fullest extent allowed by law: (1) you and Zokos agree not to bring a representative action on behalf of others under the California Private Attorneys General Act of 2004 (“**PAGA**”), California Labor Code § 2698 et seq., in any court or in arbitration, and (2) for any claim brought on a private attorney general basis, including

under PAGA, both you and Company agree that any such Claim shall be resolved in arbitration on an individual basis only (i.e., to resolve whether you have personally been aggrieved or subject to any violations of law), and that such an action may not be used to resolve the claims or rights of other individuals in a single or collective proceeding (i.e., to resolve whether other individuals have been aggrieved or subject to any violations of law) (collectively, “**Representative PAGA Waiver**”). Notwithstanding any other provision of this Agreement, the Arbitration Agreement or the AAA Rules, disputes regarding the scope, applicability, enforceability, revocability or validity of this representative PAGA Waiver may be resolved only by a civil court of competent jurisdiction and not by an arbitrator. If any provision of this representative PAGA Waiver is found to be unenforceable or unlawful for any reason: (i) the unenforceable provision shall be severed from this Agreement; (ii) severance of the unenforceable provision shall have no impact whatsoever on the Arbitration Agreement or the requirement that any remaining Claims be arbitrated on an individual basis pursuant to the Arbitration Agreement; and (iii) any such representative PAGA or other representative private attorneys general act Claims must be litigated in a civil court of competent jurisdiction and not in arbitration. To the extent that there are any Claims to be litigated in a civil court of competent jurisdiction because a civil court of competent jurisdiction determines that the representative PAGA Waiver is unenforceable with respect to those Claims, the parties agree that court litigation of those Claims shall be stayed pending the outcome of any individual Claims in arbitration.

(e) Rules and Logistics Governing Arbitration

The arbitration will be commenced and conducted under the AAA Rules in effect at the time the arbitration is initiated and modified by the terms set forth in this Agreement, and, where appropriate, the AAA’s Supplementary Procedures for Consumer Related Disputes (“**AAA Consumer Rules**”), both of which are available at the AAA website www.adr.org or by calling the AAA at 1-800-778-7879. Notwithstanding the foregoing, if requested by you and if proper based on the facts and circumstances of the Claims presented, the arbitrator shall have the discretion to select a different set of AAA Rules,

but in no event shall the arbitrator consolidate more than one person's Claims, or otherwise preside over any form of representative, collective, or class proceeding. You and Zokos agree that the arbitration shall be administered before a single arbitrator mutually agreed upon by the parties, and if the parties cannot agree within thirty (30) days after names of potential arbitrators have been proposed, then by a single arbitrator who is chosen by the AAA.

As part of the arbitration, both you and Company will have the opportunity for reasonable discovery of non-privileged information that is relevant to the Claim(s). The arbitrator may award any individualized remedies that would be available in court. The arbitrator may award declaratory or injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claims. The arbitrator will provide a reasoned written statement of the arbitrator's decision, which shall explain the award given and the findings and conclusions on which the decision is based.

The arbitrator will decide the substance of all Claims in accordance with applicable law, and will honor all claims of privilege recognized by law. The arbitrator's award shall be final and binding and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

Your arbitration fees and your share of arbitrator compensation will be governed by the AAA Rules (and, where appropriate, limited by the AAA Consumer Rules) subject to the following modifications:

- (i) If Company initiates arbitration under this Arbitration Agreement, Company will pay all AAA filing and arbitration fees.
- (ii) If a Client or Vendor files a Claim in accordance with this Arbitration Agreement and the associated claim for damages does not exceed USD \$10,000, Company will pay all AAA filing and arbitration fees unless the arbitrator finds that either the substance of your claim or the relief sought in your Demand for Arbitration was frivolous or was brought for an improper purpose (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)).

(iii) If a Client or Vendor files a Claim in accordance with this Arbitration Agreement and the associated claim for damages exceeds USD \$10,000, Company shall pay all costs unique to arbitration (as compared to the costs of adjudicating the same claims before a court), including the regular and customary arbitration fees and expenses, and the Client or Vendor shall be responsible for contributing up to an amount equal to the filing fee that would be paid to initiate the claim in the court of general jurisdiction in the state in which they perform Tasks or deliver Goods, unless a lower fee amount would be owed by you as required by law or the applicable AAA Rules. Any dispute as to whether a cost is unique to arbitration shall be resolved by the arbitrator. If the arbitrator finds that the substance of your claim or the relief sought is frivolous or brought for an improper purpose, however, then the allocation of fees will be governed by the applicable AAA Rules.

(iv) Except as required by law or the applicable AAA Rules, each party shall pay its own attorneys' fees and pay any costs that are not unique to the arbitration (i.e., costs that each party would incur if the Claim(s) were litigated in a court, such as costs to subpoena witnesses and/or documents, take depositions and purchase deposition transcripts, copy documents, etc.).

(v) At the conclusion of any arbitration, the arbitrator may award reasonable fees and costs or any portion thereof to the prevailing party, to the extent authorized by applicable law or the applicable AAA Rules.

Unless you and Company agree otherwise, any arbitration hearings between Company and a Vendor will take place in the county of your billing address, and any arbitration hearings between Company and a Client will take place in the county in which you received Task services. If AAA arbitration is unavailable in your county, the arbitration hearings will take place in the nearest available location for a AAA arbitration.

(f) Exceptions to Arbitration

The following types of Claims may be, but are not required to be, arbitrated under the Arbitration Agreement:

- Claims for workers' compensation, disability insurance and unemployment insurance benefits;
- Small claims actions that are within the scope of small claims court jurisdiction and brought on an individual basis;
- Applications for provisional remedies, preliminary injunctions, and temporary restraining orders, including those relating to actual or threatened infringement, misappropriation, or violation of a party's copyrights, trademarks, trade secrets, patents, or other intellectual property rights;
- A representative action brought on behalf of others under PAGA or other private attorney general acts, to the extent the representative PAGA Waiver in Section 17(d) is deemed unenforceable by a court of competent jurisdiction; and
- Claims that may not be subject to arbitration as a matter of general law not preempted by the Federal Arbitration Act.

Nothing in this Arbitration Agreement prevents you from making a report to or filing a claim or charge with the Equal Employment Opportunity Commission, U.S. Department of Labor, Securities Exchange Commission, National Labor Relations Board, or Office of Federal Contract Compliance Programs, or similar local, state or federal agency, and nothing in this Arbitration Agreement shall be deemed to preclude or excuse a party from bringing an administrative claim before any agency in order to fulfill the party's obligation to exhaust administrative remedies before making a claim in arbitration. However, you knowingly and voluntarily waive the right to seek or recover money damages of any type pursuant to any administrative complaint and instead may seek such relief only through arbitration under this Agreement. This Agreement and Arbitration Agreement do not prevent you from participating in an investigation by a government agency of any report, claim or charge otherwise covered by this Arbitration Agreement and do not prevent you from receiving an award for information provided to any government agencies.

(g) Severability

Except as otherwise provided in the severability provisions in Sections 17(c) and 17(d) above, in the event that any portion of this Arbitration Agreement is deemed illegal or

unenforceable, such provision shall be severed and the remainder of the Arbitration Agreement shall be given full force and effect.

(h) Right to Opt Out of Arbitration Agreement

If you are a Vendor, you may opt out of the Arbitration Agreement by notifying Company in writing within thirty (30) days of your agreement to these Terms of Service. To opt out, you must send an email notification to cases@zokos.com. Attention: Legal, that includes (a) your account username, (b) your name, (c) your address, (d) your telephone number, (e) your email address, and (f) a clear statement indicating that you do not wish to resolve claims through arbitration and demonstrating compliance with the 30-day time limit to opt out of the above arbitration and class action/jury trial waiver provisions.

18. Dispute Resolution – Arbitration & Class Action Waiver (Canadian Users)

USERS RESIDING IN CANADA: PLEASE READ THIS SECTION CAREFULLY — IT AFFECTS YOUR LEGAL RIGHTS AND GOVERNS HOW YOU AND ZOKOS CAN BRING CLAIMS AGAINST EACH OTHER. THIS SECTION WILL, WITH LIMITED EXCEPTIONS, REQUIRE YOU AND ZOKOS TO SUBMIT CLAIMS AGAINST EACH OTHER TO BINDING AND FINAL ARBITRATION ON AN INDIVIDUAL BASIS. SECTION 18 DOES NOT APPLY TO USERS RESIDING IN THE UNITED STATES, AND USERS RESIDING IN THE UNITED STATES AND ZOKOS AGREE THAT SECTION 17 SHALL APPLY INSTEAD.

The validity, interpretation, construction, and performance of these Terms shall be governed by the laws of the province or territory in which you reside.

Except where prohibited by law, any controversy, claim or dispute arising out of, relating to, or in respect of these Terms, including their negotiation, validity, existence, breach, termination, construction or application, or the rights, duties or obligations of any party, or the rights, duties or obligations of any party derived from or associated with these Terms (a “Dispute”), shall be referred to and determined by a single arbitrator in a final and binding arbitration administered under the rules of ADR Institute of Canada, Inc.’s

Arbitration Rules. If the parties have not agreed upon an arbitrator within 14 days, unless otherwise agreed by the parties in writing, the parties shall ask the ADR Institute of Canada, Inc. to appoint a single arbitrator. For greater certainty, neither Vendors nor Clients shall commence or participate in a class proceeding or other aggregate action in respect of any Dispute, except and to the extent that provincial consumer protection legislation expressly preserves such an entitlement in the context of the particular Dispute.

The seat of the arbitration shall be the same as the provincial or territorial law governing these Terms. The arbitration shall be heard in the capital of the seat, unless the parties agree otherwise. The costs and expenses of the arbitrator shall be shared equally between the parties. A party to the arbitration has no right of appeal from any award of the Arbitrator, whether characterized as final, interim, interlocutory or partial.

All Disputes referred to arbitration (including the scope of the agreement to arbitrate, the law relating to the enforcement of the agreement to arbitrate, any relevant limitation periods, the law governing the procedure of the arbitration, the law relating to available remedies, set-off claims and conflict of laws rules) shall be governed by the law of the seat. Each party hereby irrevocably consents to venue in the capital of the seat, and to the jurisdiction of competent courts in the capital of the seat for all litigation that may be brought, however it is agreed and acknowledged that the intention of the parties is to arbitrate the Dispute without recourse to the courts.

A party to these Terms may take such steps as are permitted or required to enforce an award made by an Arbitrator. Except as required by law, and only to the extent that such disclosure is reasonably necessary, or for the purposes of obtaining professional advice, the existence of the arbitration and any element of the arbitration, including any award, shall be confidential and shall not be disclosed to any non-party to the arbitration. No document or other evidence or information prepared for or produced by or on behalf of any party to the arbitration shall be disclosed to any non-party to the arbitration.

19. Governing Law

USERS RESIDING IN THE UNITED STATES: Except as provided in Section 17 or expressly provided otherwise, this Agreement and your use of the Zokos Platform will be governed by, and will be construed under, the laws of the State of Delaware, without regard to choice of law principles. This choice of law provision is only intended to specify the use of Delaware law to interpret this Agreement and is not intended to create any substantive right to non-Delawareans to assert claims under Delaware law whether by statute, common law, or otherwise.

USERS RESIDING IN CANADA: Except as provided in Section 18 or expressly provided otherwise, this Agreement and your use of the Zokos Platform will be governed by, and will be construed under, the laws of the Province of Ontario, without regard to choice of law principles. This choice of law provision is only intended to specify the use of Ontario law to interpret this Agreement and is not intended to create any substantive right to non-residents of Ontario to assert claims under Ontario law whether by statute, common law, or otherwise.

20. No Agency; No Employment

No agency, partnership, joint venture, employer-employee or franchiser-franchisee relationship is intended or created by this Agreement.

21. General Provisions

Failure by Company to enforce any provision(s) of this Agreement will not be construed as a waiver of any provision or right. This Agreement constitutes the complete and exclusive agreement between you and Company with respect to its subject matter, and supersedes and governs any and all prior agreements or communications. The provisions of this Agreement are intended to be interpreted in a manner which makes them valid, legal, and enforceable. Except for the “Agreement Prohibiting Class Actions and Non-Individualized Relief” in Section 17, in the event any provision is found to be partially or wholly invalid, illegal or unenforceable, (1) such provision shall be modified or restructured to the extent and in the manner necessary to render it valid, legal, and enforceable or, (2) if such provision cannot be so modified or restructured, it shall be

excised from the Agreement without affecting the validity, legality or enforceability of any of the remaining provisions. This Agreement may not be assigned or transferred by you without our prior written approval. We may assign or transfer this Agreement without your consent, including but not limited to assignments: (i) to a parent or subsidiary, (ii) to an acquirer of assets, or (iii) to any other successor or acquirer. Any assignment in violation of this Section 21 shall be null and void. This Agreement will inure to the benefit of Company, its successors and assigns.

22. Licensing

Vendors alone are responsible for identifying and obtaining any required licenses, permits, or registrations before offering services, undertaking Tasks, or delivering Goods. Indeed, certain types of Tasks, Goods, or services may be prohibited altogether, and it is the responsibility of Vendors to avoid such prohibited Tasks, Goods, or services. Penalties may include fines or other enforcement. If you have questions about how local laws apply to your Tasks, Goods, or services on the platform, you can and should first seek separate legal guidance.

Because Zokos does not oversee, monitor or supervise the posting, scoping or performance of Tasks or Goods, Clients must determine for themselves whether a Vendor is qualified to perform the specific Task at hand. Clients may wish to consult their state/provincial/territorial or local requirements to determine whether certain Tasks or Goods are required to be performed or delivered by a licensed professional.

23. Changes to this Agreement and the Zokos Platform

Company reserves the right, at its sole and absolute discretion, to change, modify, add to, supplement, suspend, discontinue, or delete any of the terms and conditions of this Agreement (including the Terms of Service and Privacy Policy) and review, improve, modify or discontinue, temporarily or permanently, the Zokos Platform or any content or information through the Zokos Platform at any time, effective with or without prior notice and without any liability to Company. Company will endeavor to notify you of material changes by email, but will not be liable for any failure to do so. If any future changes to this Agreement are unacceptable to you or cause you to no longer be in compliance

with this Agreement, you must terminate, and immediately stop using, the Zokos Platform. **Your continued use of the Zokos Platform following any revision to this Agreement constitutes your complete and irrevocable acceptance of any and all such changes.** Company may also impose limits on certain features or restrict your access to part or all of the Zokos Platform without notice or liability.

24. No Rights of Third Parties

None of the terms of this Agreement are enforceable by any persons who are not a party to this Agreement.

25. Notices and Consent to Receive Notices Electronically

You consent to receive any agreements, notices, disclosures and other communications (collectively, “**Notices**”) to which this Agreement refers electronically including without limitation by e-mail or by posting Notices on this Site. You agree that all Notices that we provide to you electronically satisfy any legal requirement that such communications be in writing. Unless otherwise specified in this Agreement, all notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered or sent by certified or registered mail, return receipt requested; when receipt is electronically confirmed, if transmitted by facsimile or email; or the day after it is sent, if sent for next day delivery by a recognized overnight delivery service. If you have any questions about these Terms of Service or about the Zokos Platform, please contact us by email at cases@zokos.com.

I HEREBY ACKNOWLEDGE THAT I HAVE READ AND UNDERSTAND THE FOREGOING TERMS OF SERVICE, AS WELL AS THE PRIVACY POLICY, AND AGREE THAT MY USE OF THE ZOKOS PLATFORM IS AN ACKNOWLEDGMENT OF MY AGREEMENT TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT.

