#### U.S. Terms of Use for Customers

**Effective Date:** 

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IMPORTANT: PLEASE BE ADVISED THAT BY AGREEING TO THESE TERMS YOU ARE WAIVING YOUR RIGHT TO SEEK RELIEF IN A COURT OF LAW AND WAIVING YOUR RIGHT TO HAVE A JURY TRIAL ON YOUR CLAIMS.

PLEASE READ THESE TERMS OF USE CAREFULLY AS THEY CONTAIN PROVISIONS THAT GOVERN HOW YOU CAN BRING CLAIMS BETWEEN YOU AND GO2 WORKERS, INCLUDING THE ARBITRATION AGREEMENT IN SECTION 3 BELOW. THE ARBITRATION AGREEMENT REQUIRES YOU TO RESOLVE ALL DISPUTES WITH GO2 WORKERS ON AN INDIVIDUAL BASIS AND, WITH LIMITED EXCEPTIONS, THROUGH FINAL AND BINDING ARBITRATION. THESE TERMS OF USE OUTLINE HOW SUCH CLAIMS ARE RESOLVED, INCLUDING, WITHOUT LIMITATION, ANY CLAIMS THAT AROSE OR WERE ASSERTED BEFORE THE EFFECTIVE DATE OF THESE TERMS OF USE. BY AGREEING TO THESE TERMS OF USE, YOU EXPRESSLY ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTOOD ALL OF THEM AND HAVE TAKEN TIME TO CONSIDER THE CONSEQUENCES OF THIS IMPORTANT DECISION.

## 1. Application and Acceptance of this Agreement

This Agreement governs your access to and use of Go2 Workers' digital marketplace and connection platform ("Go2 Workers Marketplace Platform") and any related technology, content, or services, including but not limited to mobile and/or web-based applications ("Go2 Workers App" and together with the Go2 Workers Marketplace Platform, the "Services") and is between you, your heirs, assigns, and successors (collectively, "you" or "your") and Go2 Workers and its subsidiaries, representatives, affiliates, officers, and directors (collectively "Go2 Workers"). These Terms of Use ("Terms of Use") constitute a legally binding agreement between you and Go2 Workers.

In addition to these Terms of Use, your access to, and use of the Services is also governed by the applicable terms found on our website and will be referred to as the Supplemental Terms. These include but are not limited to the Privacy Notice, which describes how we collect, use, and disclose your personal information.

Collectively, we refer to these Terms of Use and the Supplemental Terms as the "Terms." These Terms govern your access or use, from within the United States and its territories and possessions, of the Services made available in the United States and its territories and possessions (the "Territory").

By accessing or using any of the Services, you hereby represent and warrant that you have read, understand, and agree to be bound by these Terms as well as any future amendments or additions, you are of legal age in the jurisdiction in which you reside to form a binding contract with Go2 Workers, and you have the authority to enter into this Agreement personally and if applicable on behalf of any organization.

If you do not agree to these Terms of Use, you must not access or use the Services.

#### 2. Termination and Modification

Termination.

Go2 Workers, in its sole discretion, may immediately terminate these Terms or any Services with respect to you, or generally cease offering or deny access to the Services or any portion thereof, at any time for any reason.

Modification.

Go2 Workers reserves the right to modify the terms and conditions of this Agreement or its policies relating to the Services at any time, effective upon posting of an updated version of this Agreement through the Services or Go2 Workers' website. You should regularly review this Agreement, as your continued use of the Services after any such changes constitutes your agreement to such changes. If you do not agree to this Agreement or any modifications, you should immediately stop accessing or using the Services.

#### 3. Arbitration Agreement

Agreement to Binding Arbitration Between You and Go2 Workers

### (a) Scope of Arbitration Agreement

This Arbitration Agreement shall apply, without limitation, to all claims that arose or were asserted before, on, or after the effective date of this Agreement. By agreeing to these Terms, you and Go2 Workers agree that any dispute, claim, or controversy in any way arising out of or relating to (i) these Terms and prior versions of these Terms, or

the existence, breach, termination, enforcement, interpretation, scope, waiver, or validity thereof; (ii) your access to or use of the Services at any time; (iii) incidents or accidents resulting in personal injury or death to you or anyone else that you allege occurred in connection with your use of the Services; and/or (iv) any other claim that you may have against Go2 Workers (collectively "Disputes") shall be resolved exclusively through final and binding arbitration on an individual basis between you and Go2 Workers, and not in a court of law, except as otherwise provided below. In choosing binding arbitration, you and Go2 Workers are opting for a private dispute resolution procedure where you agree to accept the arbitrator's decision as final instead of going to court. YOU AND GO2 WORKERS MUTUALLY AGREE TO WAIVE YOUR RESPECTIVE RIGHTS TO THE RESOLUTION OF DISPUTES IN A COURT OF LAW BY JUDGE OR JURY. This Arbitration Agreement survives after your relationship with Go2 Workers ends.

## (b) Class Action Waiver

Any and all disputes, claims, or controversies between the parties shall be resolved only in individual arbitration. The parties expressly waive the right to have any dispute, claim, or controversy brought, heard, administered, resolved, or arbitrated as a class, collective, coordinated, consolidated, and/or representative action, and neither an arbitrator nor an arbitration provider shall have any authority to hear, arbitrate, or administer any class, collective, coordinated, consolidated, and/or representative action, nor join, coordinate, and/or consolidate claims of multiple individuals against Go2 Workers in a single proceeding, nor to award relief to anyone but the individual in arbitration. The parties also expressly waive the right to seek, recover, or obtain any non-individual relief. Notwithstanding anything else in this agreement, this Class Action Waiver does not prevent you or Go2 Workers from participating in a classwide, collective, and/or representative settlement of claims.

The parties further agree that if for any reason a claim does not proceed in arbitration, this Class Action Waiver shall remain in effect, and a court may not preside over any action joining, coordinating, or consolidating the claims of multiple individuals against Go2 Workers in a single proceeding, except that this Class Action Waiver shall not prevent you or Go2 Workers from participating in a classwide, collective, and/or representative settlement of claims. If there is a final judicial determination that any portion of this Class Action Waiver is unenforceable or unlawful for any reason, (i) any class, collective, coordinated, consolidated, and/or representative claims subject to the unenforceable or unlawful portion(s) shall proceed in a court of competent jurisdiction; (ii) the portion of the Class Action Waiver that is enforceable shall be enforced in arbitration; (iii) the unenforceable or unlawful portion(s) shall be severed from this Arbitration Agreement; and (iv) severance of the unenforceable or unlawful portion(s) shall have no impact whatsoever on the enforceability, applicability, or validity of the

Arbitration Agreement or the arbitrability of any remaining claims asserted by you or Go2 Workers.

For the avoidance of doubt, this Arbitration Agreement precludes you from bringing or participating in any kind of class, collective, coordinated, consolidated, mass, and/or representative or other kind of group, multi-plaintiff or joint action against Go2 Workers, other than participating in a classwide, collective, coordinated, consolidated, mass, and/or representative settlement of claims.

## (c) Mass Action Waiver

Any and all disputes, claims, or controversies between the parties shall be resolved only in individual arbitration. The parties expressly waive the right to have any dispute, claim, or controversy brought, heard, administered, resolved, or arbitrated as a mass action, and neither an arbitrator nor an arbitration provider shall have any authority to hear, arbitrate, or administer any mass action or to award relief to anyone but the individual in arbitration. The parties also expressly waive the right to seek, recover, or obtain any non-individual relief. Notwithstanding anything else in this agreement, this Mass Action Waiver does not prevent you or Go2 Workers from participating in a mass settlement of claims.

## (d) Exceptions to Arbitration

Notwithstanding the foregoing, this Arbitration Agreement shall not require arbitration of the following claims: individual claims of sexual assault or sexual harassment occurring in connection with your use of the Services or any individual claims seeking injunctive or other equitable relief in a court of competent jurisdiction to prevent the actual or threatened infringement, misappropriation, or violation of a party's copyrights, trademarks, trade secrets, patents, or other intellectual property rights. Such claims may be brought and litigated in a court of competent jurisdiction by you on an individual basis only.

The parties' agreement not to require arbitration in these limited instances does not waive the enforceability of this Arbitration Agreement as to any other provision or the enforceability of this Arbitration Agreement as to any other controversy, claim, or dispute.

# (e) Governing Law and Venue

This Arbitration Agreement is governed by the Federal Arbitration Act ("FAA") in all respects. If for whatever reason the rules and procedures of the FAA cannot apply, then the laws governing arbitration agreements in the state of Florida shall apply.

The arbitration shall be conducted in Orange County, Florida.

## (f) Selection of Arbitrator

The arbitration shall be conducted by a single arbitrator who is mutually agreed upon by the parties. If the parties cannot agree, the arbitrator shall be appointed in accordance with the FAA rules or the rules of the chosen arbitration organisation.

## (g) Process

The parties agree that good-faith informal efforts to resolve disputes often can result in a prompt, low-cost, and mutually beneficial outcome. The parties therefore agree that, before either party demands arbitration against the other, that they will meet, either in person or via telephone or videoconference, and confer in a good-faith effort to resolve informally any claim covered by this Arbitration Agreement. The party initiating the claim must give notice to the other party in writing of their intent to initiate an informal dispute resolution conference, which shall occur within thirty (30) days after the other party receives such notice, unless an extension is mutually agreed upon by the parties. Use the contact information below to notify Go2 Workers of your intent to initiate an informal dispute resolution conference.

It is a requirement that an informal dispute resolution conference must occur before commencing arbitration. An arbitration shall be dismissed if it was filed without completing the informal dispute resolution conference. If an arbitration is dismissed because a party willfully failed to comply with the informal dispute resolution requirement, the arbitrator may order the non-compliant party to pay any arbitration filing fees and costs incurred by the other party.

If the informal dispute resolution conference is unsuccessful at resolving the dispute, then either party can initiate arbitration. To initiate arbitration a party must provide the other party with a written demand for arbitration and file the demand with an arbitration provider. The written demand must include (i) the name, telephone number, mailing address, and email address of the party seeking arbitration; (ii) a statement of the legal claims being asserted and the factual bases of those claims; (iii) a description of the remedy sought and an accurate, good-faith calculation of the amount in controversy, enumerated in United States Dollars; and (iv) the signature of the party seeking arbitration.

#### (h) Costs and Fees

Each party shall bear its own costs and expenses of arbitration, including attorney's fees, unless otherwise required by applicable law or directed by the arbitrator. The costs of the arbitrator and the arbitration process shall be shared equally by the parties, unless otherwise determined by the arbitrator.

# (i) Final and Binding Decision

The arbitrator's decision shall be final, and binding, and enforceable in any court of competent jurisdiction. The arbitrator may award declaratory or injunctive relief only in favour of the claimant and only to the extent necessary to provide relief warranted by the claimant's individual claim.

The arbitrator is not bound by decisions reached in separate arbitrations, and the arbitrator's decision shall be binding only upon the parties to the arbitration that are the subject of the decision.

## (j) Severability and Survival

If any portion of this Arbitration Agreement is found to be unenforceable or unlawful for any reason, (i) the unenforceable or unlawful provision shall be severed from these Terms; (ii) severance of the unenforceable or unlawful provision shall have no impact whatsoever on the remainder of the Arbitration Agreement or the parties' ability to compel arbitration of any remaining claims on an individual basis pursuant to the Arbitration Agreement; and (iii) to the extent that any claims must therefore proceed on a class, collective, consolidated, or representative basis, such claims must be litigated in a civil court of competent jurisdiction and not in arbitration, and the parties agree that litigation of those claims shall be stayed pending the outcome of any individual claims in arbitration.

This Arbitration Agreement will survive any termination of your relationship with Go2 Workers.

### 4. The Services

The Services enable you and other customers to request or receive (i) Third-Party Services from third party service providers, including without limitation, cleaners, house cleaners, handy persons, maintenance persons, painters, gardeners, and pool cleaners ("Third-Party Providers"); (ii) related personalized content, including features, recommendations and advertisements for products or services tailored to your needs and interests; and (iii) certain supporting services, such as payment processing and customer support. These Services are made available solely for your personal or commercial use and you may not resell, subcontract, or otherwise act as an intermediary for the Services. You acknowledge and agree that your request for services constitutes acceptance of these Terms.

Once you make a service order, Go2 Workers notifies a Third-Party Provider that an opportunity is available so that the Third-Party Provider may complete your service order. The Third-Party Provider will have a limited amount of time to decide whether or not to accept the service order. If the Third-Party Provider does not accept the service order, Go2 Workers will continue to offer the opportunity to other Third-Party

Providers until the service order is accepted. Please note that if you cancel your service order, you will be charged a cancellation fee.

Each service order accepted by a Third-Party Provider is a separate and independent contractual engagement between you and the Third-Party Provider. You agree that, by using the Services to request a service order, you are subject to the terms of the Third-Party Provider's Independent Contractor Agreement with the Go2 Workers, which governs the provision of services by the Third-Party Provider.

The specific services to be provided by the Third-Party Provider will be detailed in the service order request and are subject to these Terms and the Third-Party Provider's Independent Contractor Agreement. Go2 Workers is not a party to the agreement between you and the Third-Party Provider, and the Third-Party Provider is solely responsible for fulfilling the service order request. Go2 Workers serves solely as the platform that connects you with the Third-Party Provider and does not assume any liability or responsibility for the actions or performance of the Third-Party Providers.

THE SERVICES ARE ONLY OPEN TO REGISTERED USERS OF THE SERVICES AND NOT TO THE GENERAL PUBLIC. YOUR ABILITY TO REQUEST, AND IF APPLICABLE, OBTAIN THIRD-PARTY SERVICES FROM THIRD-PARTY PROVIDERS IN CONNECTION WITH THE USE OF THE SERVICES DOES NOT ESTABLISH GO2 WORKERS AS A PROVIDER OF ANYTHING OTHER THAN THE SERVICES. YOU ACKNOWLEDGE AND AGREE THAT GO2 WORKERS IS NOT A CLEANER, HANDY PERSON, MAINTENANCE PERSON, PAINTER, GARDENER, POOL CLEANER, OR OTHER SIMILAR PROFESSION AND HAS NO RESPONSIBILITY OR LIABILITY FOR THE ACTS OR OMISSIONS OF ANY THIRD-PARTY PROVIDER. THIRD-PARTY PROVIDERS ARE INDEPENDENT AND NOT ACTUAL AGENTS, APPARENT AGENTS, OSTENSIBLE AGENTS, OR EMPLOYEES OF GO2 WORKERS IN ANY WAY. ANY EFFORT, FEATURE, PROCESS, POLICY, STANDARD, OR OTHER EFFORT UNDERTAKEN BY GO2 WORKERS TO FACILITATE YOUR RECEIPT OF THIRD PARTY SERVICES OR IN THE INTEREST OF SAFETY OR SECURITY (WHETHER REQUIRED BY APPLICABLE REGULATIONS OR NOT) IS NOT AN INDICIA OF AN EMPLOYMENT. ACTUAL AGENCY, APPARENT AGENCY, OR OSTENSIBLE AGENCY RELATIONSHIP WITH A THIRD-PARTY PROVIDER.

#### App Stores.

The availability of the Services may be dependent on the third-party from which you received the license to the Go2 Workers App, e.g., the Apple iPhone or Android app stores ("App Store"). You acknowledge and agree that this Agreement is between you and Go2 Workers and not with the App Store. Go2 Workers and not the App Store is responsible for the provision of Services as described in these Terms. You agree to comply with, and your license to use the Services is conditioned upon your compliance with, all applicable third-party terms or agreements (for example, the App Store's terms and policies) when using the Services.

If you access or download the Go2 Workers App from the Apple App Store, you agree to Apple's Licensed Application End User License Agreement. You agree that Apple has no obligation to provide any maintenance or support services for Go2 Workers App. In the event of any failure of the Go2 Workers App to conform to any applicable warranty, you may notify Apple, and Apple will refund the purchase price (if any) of the App to you and to the fullest extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the App. You and Go2 Workers acknowledge that as between Go2 Workers and Apple, Apple is not responsible for addressing any claims you or any third party may have relating to Go2 Workers App. You and Go2 Workers acknowledge and agree that Apple, and Apple's subsidiaries, are third-party beneficiaries of this Agreement as related to your Licensed Application End User License Agreement, and that, upon your acceptance of this Agreement, Apple will have the right (and will be deemed to have accepted the right) to enforce this Agreement as related to your Licensed Application End User License Agreement against you as a third-party beneficiary thereof. In the event of a conflict in the terms of the Licensed Application End User License Agreement, or any other third-party agreements, and these Terms, these Terms will control.

#### **5. Customer Terms**

#### **Customer Accounts**

In order to use the Services, you must register for and maintain an active personal customer Services account ("Account"). You must be at least 18 years of age to register for and obtain an Account. You must provide accurate, current, and complete information during the registration process and at all other times when you use the Services, and to update the information in your Account to keep it accurate, current, and complete. You are the sole authorised User of your Account and you may not assign or otherwise transfer your Account to any other person or entity.

If you provide any information that is untrue, inaccurate, not current, or incomplete, or if Go2 Workers has reasonable grounds to suspect that such information is untrue, inaccurate, not current, or incomplete, Go2 Workers has the right to suspend or terminate your Account and refuse any and all current or future use of the Services. Go2 Workers maintains the right to delete or deactivate duplicate accounts. You are responsible for all activity that occurs under your Account, and you agree to maintain the security and secrecy of your Account credentials at all times. Go2 Workers will not be liable for losses, damages, liability, expenses, and fees incurred by Go2 Workers or a third party arising from someone else using your Account.

#### Orders

Once you have an active Account, you can place a Service Order ("Order") which will be fulfilled by a Third-Party Provider. All orders will be subject to the Cancellation policy found below in Section 6 Payment.

#### **Customer Conduct**

- (a) You agree to comply with all applicable laws when accessing or using the Services and will only access or use the Services for lawful purposes.
- (b) You will not access or use the Services to cause nuisance, annoyance, inconvenience, damage, or loss to Go2 Workers, the Third-Party Provider, or any other party.
- (c) You will keep your Account accurate and you will provide us with whatever proof of identity we may reasonably request if you notify us of any changes to your Account.
- (d) You will not use or attempt to use another Customer's Account, impersonate any person or entity, or attempt to disguise the origin of any content transmitted through the Services.
- (e) The Services are made available solely for your personal or commercial use. You will not act as an intermediary for the Services. This means you will not resell or subcontract your use or attempted us of the Services.
- (f) You will not engage in conduct that harms, attempts to harm, or threatens the safety of Go2 Workers, other Customers, or Third-Party Providers and you will take reasonable steps to prevent the foregoing.
- (g) You will not engage in threatening, harassing, racist, or sexist behaviour or any other behaviour that Go2 Workers deems inappropriate when using the Services.
- (h) You will not abuse Go2 Workers' promotional or credit code system.
- (i) You will not falsely or fraudulently claim that your Order was not completed.
- (j) You will not, in connection with your use of the Services, ask a Third-Party Provider to perform additional services not ordered through the Services.
- (k) You agree to notify Go2 Workers within 24 hours and provide Go2 Workers with all reasonable information relating to any incident or accident that occurs during your use of the Services and you agree to cooperate with any investigation and attempted resolution of such incident.
- (l) You will not link to, mirror or frame any portion of the Services
- (m) You will not cause or launch any programs or scripts for the purpose of, or which result in, unduly burdening or hindering the operation and/or functionality of any aspect of the Services
- (n) You will not attempt to gain unauthorised access to or impair any aspect of the Services or its related systems or networks.

In the event that you breach any of the aforementioned or any other provision of these Terms, Go2 Workers reserves the right to suspend and/or permanently deactivate your

account or take other appropriate action at Go2 Workers' sole discretion. Engaging in any prohibited use of the Services may result in criminal, civil, and/or administrative penalties, fines, or sanctions against you and those assisting you.

#### **Customer Communications**

By creating an Account, you electronically agree to accept and receive communications from or on behalf of Go2 Workers, Third-Party Providers, and/or other third parties providing services to Go2 Workers including via email, text message, calls, in-app communications, and push notifications to the telephone number(s) or email address(es) you provided to Go2 Workers when registering your Account. You may also receive communications generated by automatic telephone dialling systems and/or which will deliver prerecorded or automated messages sent by or on behalf of Go2 Workers, and/or Third-Party Providers, including but not limited to communications concerning orders placed through your Account on the Services. Message and data rates may apply.

You may change your notification preferences by accessing Settings in your Account. To opt out of receiving text messages from Go2 Workers, you must reply "STOP" from the mobile device receiving the messages. Text messages between you and Third-Party Providers are transactional text messages, not promotional text messages. You acknowledge that opting out of receiving all communications may impact your use of the Services. Notwithstanding the foregoing, if we suspect fraud or unlawful activity on your Account, Go2 Workers may contact you using any of the contact information you provided in connection with your Account (including via text or voice-recorded message).

### 6. Payment

### Prices and Charges

Your use of the Services may result in charges to you for the services you receive from Go2 Workers and/or from Third-Party Providers ("Charges"). Prices displayed to you when creating an order through the Services may be inclusive of prices charged by the Third-Party Provider and fees paid to Go2 Workers. Go2 Workers will enable your payment of the applicable Charges for services obtained through your use of the Services. Charges will include applicable taxes where required by law. Charges may include other applicable fees such as service fees, cancellation fees, government-mandated fees, and/or other fees or surcharges.

With respect to Third-Party Providers, Charges you incur will be owed directly to Third-Party Providers, and Go2 Workers will collect payment of those charges from you, on the Third-Party Provider's behalf as their limited payment collection agent, and payment of the Charges shall be considered the same as payment made directly by you

to the Third-Party Provider. Payment from you shall occur at either the time you submit an order through Go2 Workers or when the Third-Party Provider accepts the order from Go2 Workers. The Third-Party Provider will receive the payment from Go2 Workers within 15 business days of completing the Order. Go2 Workers will consider in good faith any request from a Third-Party Provider to modify the Charges for a particular service. This payment structure is intended to fully compensate a Third-Party Provider, if applicable, for the services obtained in connection with your use of the Services.

There also may be certain Charges you incur that will be owed and paid directly to Go2 Workers or its affiliates. For the avoidance of doubt, Go2 Workers does not charge a fee for you to access the Go2 Workers App.

When you add a payment method to your account, you authorize Go2 Workers and Go2 Workers' payment service providers to collect and store your payment method information. Any payment method added by you will be automatically saved to your Account. If your payment method's account information changes as a result of reissuance, expiration or otherwise, Go2 Workers may automatically update your payment method on file, in accordance with applicable law, if Go2 Workers acquires that information from our financial services partners. It is your responsibility to keep your billing information up to date.

Go2 Workers reserves the right to decline, refuse, or limit the use of any payment method that Go2 Workers believes may be unauthorised, fraudulent, or illegal or may violate Go2 Workers' policies or procedures or otherwise expose Go2 Workers to an unacceptable level of risk.

Go2 Workers reserves the right to establish or adjust Charges for any and all services obtained through the use of the Services at any time. Go2 Workers will use reasonable efforts to inform you of Charges that may apply, provided that you will be responsible for Charges incurred under your Account regardless of your awareness of such Charges or the amounts thereof.

### **Cancellation Fees**

Customers will be allowed to cancel their Order (subject to a cancellation fee) at any time prior to the Third-Party Provider initiating performance on the Order. If the Order is cancelled prior to the Third-Party Provider commencing work, there will be a twenty percent (20%) cancellation fee. This twenty percent fee is calculated based upon the total amount of the Order that is being cancelled and will apply separately to every Order that is cancelled. If the Order is cancelled after the Third-Party Provider has commenced work, the total amount of the Order will still be charged.

The cancellation fees are designed to cover administrative costs and the potential loss of business resulting from short-notice changes. These fees will be retained solely by Go2 Workers.

## Refunds

Charges paid by you are final and non-refundable, unless otherwise determined by Go2 Workers and the Third-Party Provider assessing the Charge. If you have any requests regarding cancellations or refunds, or if you think a correction should be made to any Charge you incurred, please use the Contact Information below to initiate such a request. You must initiate your request within 30 days after the Charge took place or Go2 Workers will have no further responsibility and you waive your right to later dispute the amounts charged.

#### **Promotional Offers**

Certain customers may, from time to time, receive promotional offers and discounts that result in different amounts charged for the same or similar services obtained through the use of the Services, and you agree that such promotional offers and discounts, unless also made available to you, shall have no bearing on your use of the Services or the Charges applied to you. Promotional offers and discounts are subject to change or withdrawal at any time and without notice.

### Gratuity

Except for amounts provided by you through the Services as part of the "tip" feature, Go2 Workers does not designate any portion of your payment as a tip or gratuity to a Third-Party Provider. You understand and agree that, while you are free to provide additional payment as a gratuity to any Third-Party Provider who provides you with services obtained through the Services, you are under no obligation to do so.

## 7. Disclaimers; Limitation of Liability; and Indemnity

#### **Disclaimer**

The Services are provided "as is." Go2 Workers disclaims all representations, conditions, guarantees, and warranties, whether express, implied, or statutory, not expressly set out in these Terms, including, but not limited to, the implied warranties of merchantability, fitness for a particular purpose and non-infringement. In addition, Go2 Workers makes no representation, warranty, or guarantee regarding the reliability, accuracy, timeliness, quality, suitability, or availability of the Services, the content made available through the Services, or any services requested through the use of the Services, or that the Services will be uninterrupted or error-free.

Go2 Workers does not control, endorse, or take responsibility for any user content or Third-Party content available on or linked to by the Services. Go2 Workers cannot and does not represent or warrant that the Services are free of computer viruses or other harmful malware or components.

Go2 Workers does not guarantee the quality, suitability, safety, or ability of Third-Party Providers. You agree that the entire risk arising out of your use of the Services, and any service requested or obtained from Third-Party Providers in connection therewith, remains solely with you, to the maximum extent permitted under applicable law.

Go2 Workers does not control, manage, or direct any Third-Party Providers. Third-Party Providers are not ostensible agents, apparent agents, actual agents, or employees of Go2 Workers. If a dispute arises between you and/or any other Third Party, you release Go2 Workers from losses of every kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way connected with such disputes.

Go2 Workers' use of algorithms in an attempt to provide services or improve the experience of users and the security and safety of the Services does not constitute a guarantee or warranty of any kind, expressed or implied.

## **Limitation of Liability**

To the fullest extent permitted by applicable law, Go2 Workers and its affiliates, officers, directors, employees, and agents shall not be liable to you or any third party for any indirect, incidental, special, exemplary, punitive, or consequential damages, including but not limited to lost profits, lost revenue, lost data, loss of goodwill, or other intangible losses, service interruption, computer damage or system failure or the cost of substitute products or services, property damage, or for any damages for personal or bodily injury or emotional distress related to, in connection with, or otherwise arising from (i) your access to or your use of, or inability to access or use, the Services; (ii) any acts, omissions, or negligence of any Third-Party Provider; (iii) unauthorised access, use, or alteration of your data, regardless of the negligence of Go2 Workers, even if Go2 Workers has been advised of the possibility of such damages.

Go2 Workers is not liable for any damages, liability, or losses related to, in connection with, or otherwise arising from: (i) these Terms; (ii) your use of or reliance on the Services or your inability to access or use the Services; (iii) any communications, interactions, transactions, meetings, or relationships between you and any Third-Party Provider, even if Go2 Workers has been advised of the possibility of such damages. Go2 Workers is not liable for delay or failure in performance resulting from causes beyond Go2 Workers' reasonable control. You

acknowledge that Third-Party Providers are not ostensible agents, apparent agents, actual agents, or employees of Go2 Workers. Accordingly, Go2 Workers is not responsible or liable for (1) the quality, safety, or legality of goods or services provided by Third-Party Providers; (2) any damage, loss, or injury caused by Third-Party Providers; (3) disputes between you and any Third-Party Provider.

To the fullest extent permitted under applicable law, the total liability of Go2 Workers for all claims arising out of or relating to these Terms or the Services, whether in contract, tort (including negligence), strict liability, or otherwise, shall not exceed the greater of either the total amount you paid, if any, to Go2 Workers in the six (6) months prior to the event giving rise to the claim or One Hundred Dollars (\$100).

Some jurisdictions, including Florida, may not allow the exclusion or limitation of certain warranties or liabilities. In such cases, the limitations in this section will apply to the fullest extent permitted by law, and nothing in this section shall be construed to limit or exclude any liability that cannot be excluded under applicable law.

Nothing in this clause is intended to limit or waive your rights as a consumer under Florida law, including but not limited to protections provided under the Florida Deceptive and Unfair Trade Practices Act (FDUTPA).

#### Indemnification

You agree to indemnify and hold Go2 Workers and its affiliates, officers, directors, employees, and agents harmless from any and all actions, claims, damages, losses, liabilities, costs, damages, and expenses (including attorneys' fees), arising out of or in any way connected with your use of the Services, your violation of these Terms, Go2 Workers' use of your User Content, or your violation of the rights of any third party, including Third-Party Providers.

#### 8. Additional Terms

#### Choice of Law

This Agreement, including any disputes arising out of or relating to these Terms or your use of the Services is governed by and construed in accordance with the laws of the State of Florida, without regard to conflict of law principles. Any disputes will be resolved through binding arbitration as outlined above in Section 3.

Any dispute, claim, or controversy arising out of or relating to incidents or accidents resulting in personal injury or death that allegedly occurred in connection with your use of the Services, whether before or after the date you agreed to these Terms, shall be governed by and construed in accordance with the laws of the State of Florida.

In the event any dispute, claim, or controversy is not subject to arbitration as outlined in Section 3, you agree that any legal action or proceeding shall be brought exclusively in the state or federal courts located in Orange County, Florida. You waive any objection to jurisdiction or venue.

## Severability

If any provision of this Agreement is found to be invalid or unenforceable, such provision shall be struck and the invalidity or unenforceability of such provision shall not affect the validity or enforceability of the remaining provisions of this Agreement, which shall remain in full force and effect.

#### **Notice**

Go2 Workers may give notice by a general notice on or through the Services, on or through direct messages in the Go2 Workers App, electronic mail to the email address associated with your Account, telephone or text message to any phone number provided in connection with your Account, or by written communication sent by first class mail or pre-paid post to any address connected with your Account. Such notice shall be deemed to have been duly given three Business Days after being mailed (if sent by first class mail or pre-paid post) or at the time of sending (if sent by email, telephone, or on or through the Services). You are responsible for providing Go2 Workers with your most current email address, telephone number, and/or mailing address. In the event that the email address, telephone number, and/or mailing address you provided to Go2 Workers is not valid, Go2 Workers' dispatch of the email, text message, or written communication containing such notice will nonetheless constitute effective notice, even if it is not capable of being delivered. You agree that all agreements, notices, disclosures, payment or renewal notifications, and other communications that Go2 Workers provides to you electronically (such as through email or posting through the Services, including in your Go2 Workers account) satisfy any legal requirement that such communications be in writing or be delivered in a particular manner. You agree that you have the ability to store such electronic communications such that they remain accessible to you in an unchanged form. You may give notice to Go2 Workers by electronic mail via our email address found below under Contact Information. Such notice shall be deemed to have been duly given at the time of sending.

## **Network Access and Devices**

You are responsible for obtaining the data network access necessary to use the Services. If you use your device to access the Services, your mobile network's data and messaging rates and fees may apply. You are responsible for acquiring and updating any necessary compatible hardware or devices needed to access and use the Services. Go2 Workers does not guarantee that the Services will function on any particular hardware or device. The Services may be subject to limitations, malfunctions, delays, and other problems inherent in the use of the Internet and

electronic communications, as such Go2 Workers is not responsible for any resulting delays, delivery failures, damage, loss, injury, or other economic damage resulting from such problems.

## Intellectual Property Ownership

Go2 Workers shall own all right, title, and interest, including all related intellectual property rights, in and to the Services. This Agreement is not a sale and does not convey to you any rights of ownership in or related to the Services, or an intellectual property rights owned by Go2 Workers, except for the limited license granted herein. Go2 Workers names and logos associated with the Services are trademarks of Go2 Workers or third parties, and no right or license is granted to use them. You agree that you will not remove, alter, or obscure any copyright, trademark, service mark, or other proprietary rights notices incorporated in or accompanying the Services.

Subject to your compliance with this Agreement, Go2 Workers grants you a limited, non-exclusive, non-sublicensable, revocable, non-transferable license to access and use the Go2 Workers App solely in connections with your use of the Services on your personal device. Any rights not expressly granted herein are reserved by Go2 Workers and Go2 Workers' licensors.

# Copyright Infringement

If you believe that Content on the Services infringes copyrights, please notify Go2 Workers using the Contact Information below.

### Transfer and Assignment

This Agreement, and any rights and licenses granted hereunder, may not be transferred or assigned by you, but may be assigned by Go2 Workers without restriction. Any attempted transfer or assignment in violation of this Section shall be void. This Agreement binds and inures to the benefit of each party and the party's successors and permitted assigns.

### No Joint Venture or Partnership

No joint venture, partnership, employment, or agency relationship exists between you, Go2 Workers, or any Third-Party Provider as a result of this Agreement or use of the Services.

#### Waiver

Go2 Workers' failure to enforce any right or provision granted to it by this Agreement, shall not constitute a waiver of such right or provision.

### **Entire Agreement**

This Agreement is the final, complete, and exclusive agreement of the parties with respect to the subject matter hereof and supersedes and merges all prior discussions between the parties with respect to such subject matter. However, nothing in this Agreement shall supersede, amend, or modify the terms of any separate agreement(s) between you and Go2 Workers relating to your work as an employee or independent contractor, including, without limitation, any Independent Contractor Agreement governing your efforts as a Contractor.

### Contact Information

If you have any questions regarding these Terms, please contact us at:

Email Address: info@go2workers.com

Telephone Number: (407) 818-8494