JOBS

CLIENT TERMS OF SERVICE

JobsWorkers, Inc. — a Delaware corporation

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IMPORTANT — PLEASE READ CAREFULLY. THESE TERMS CONTAIN (1) AN AGREEMENT TO RESOLVE DISPUTES BY BINDING INDIVIDUAL ARBITRATION AND A WAIVER OF CLASS AND REPRESENTATIVE ACTIONS (SECTION 23), WITH A RIGHT TO OPT OUT; (2) YOUR ACKNOWLEDGMENT THAT JOBSWORKERS IS AN INTERMEDIARY PLATFORM AND IS NOT A PARTY TO ANY SERVICE AGREEMENT BETWEEN YOU AND A PROVIDER (SECTION 5); AND (3) AN IMPORTANT DISCLAIMER REGARDING PROVIDER CREDENTIALS (SECTION 6).

1. Introduction and Acceptance

These Client Terms of Service (these "Terms") are a legally binding agreement between JobsWorkers, Inc., a Delaware corporation ("JobsWorkers," the "Company," "we," "us," or "our"), and the natural person who registers for, accesses, or uses the "Jobs" application as a client ("Client," "you," or "your").

These Terms govern your access to and use of the Jobs mobile application, the related JobsWorkers websites, and the associated technology, tools, and services made available by JobsWorkers (collectively, the "Platform"). These Terms incorporate by reference the JobsWorkers Privacy Policy and the JobsWorkers Cancellation and No-Show Policy. Where either of those documents conflicts with these Terms, these Terms control.

BY CLICKING "I AGREE" (OR A SIMILAR BUTTON), CREATING A CLIENT ACCOUNT, OR OTHERWISE ACCESSING OR USING THE PLATFORM AS A CLIENT, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD, AND AGREE TO BE BOUND BY THESE TERMS, INCLUDING THE ARBITRATION AGREEMENT AND CLASS ACTION WAIVER IN SECTION 23. IF YOU DO NOT AGREE, DO NOT USE THE PLATFORM.

Your acceptance of these Terms is recorded electronically together with the version of the Terms you accepted, the date and time of acceptance, and the network (IP) address from which you accepted. If you also hold a provider account on the separate "Jobs Workers" application, your use of that application is governed by the Provider Terms of Service, not these Terms.

2. Definitions

"Provider" means an independent service provider who offers services through the separate "Jobs Workers" application.

"Job" means a specific service engagement you request through the Platform, whether scheduled for a future date and time (a "Scheduled Job") or requested for immediate performance (an "Immediate Job").

"Quote" means the offer a Provider submits for your Job, consisting of the Provider’s description of the work, the price, the estimated duration, and, where applicable, a proposed start time.

"Service Agreement" means the direct contract for services formed exclusively between you and a Provider when you confirm that Provider’s Quote, as described in Section 7.6.

"Gross Amount" means the total price of a Job payable by you for the confirmed Quote. It is composed of the Provider's net compensation plus the Commission.

"Commission" means the platform fee payable to JobsWorkers for each Job, equal to twenty-three percent (23%) of the Gross Amount.

"Reserve" means an amount equal to the Commission, charged to you at the time you confirm a Quote, as described in Section 8.2.

"Balance" means the internal ledger account the Platform maintains for you, in which credits, refunds, fines in your favor, adjustments, and amounts you owe are recorded, as described in Section 8.6.

3. Eligibility

To register and use the Platform as a Client, you represent and warrant, on an ongoing basis, that you: (a) are a natural person at least eighteen (18) years of age; (b) have the legal capacity to enter into binding contracts; (c) will use the Platform to request services for yourself or a household or business you are authorized to act for, and not for any unlawful purpose; and (d) are not a person whose account has previously been terminated or permanently blocked by JobsWorkers. You may maintain only one Client account, for your personal use only.

4. Registration and Verification

4.1 Account information

You must provide accurate, current, and complete information during registration and keep it updated, including your legal name, email address, and personal address. Your email address is verified through a confirmation code at registration; the Platform does not collect a telephone number. You are responsible for all activity under your account and for keeping your account login information confidential.

4.2 Identity verification

Registration includes an identity-verification step performed through Stripe Identity, which may include capturing your government-issued identification document, a facial photograph, a liveness check, and an automated comparison between your face and your identification document, as described in the Privacy Policy. You consent to this processing. The Platform may require completion of identity verification before certain features or actions are available.

4.3 Changes to key account information

Changes to your email address require re-verification through a confirmation code sent to the new address. Your profile photograph is subject to review and approval by JobsWorkers support before it is displayed. You must promptly update your account if any information becomes inaccurate.

5. Nature of the Platform; JobsWorkers as Intermediary

JOBSWORKERS IS A TECHNOLOGY PLATFORM THAT CONNECTS CLIENTS WITH INDEPENDENT SERVICE PROVIDERS. JOBSWORKERS DOES NOT PROVIDE THE SERVICES, DOES NOT EMPLOY PROVIDERS, AND IS NOT A PARTY TO ANY SERVICE AGREEMENT. PROVIDERS ARE INDEPENDENT CONTRACTORS WHO OFFER THEIR SERVICES UNDER THEIR OWN NAME, SET THEIR OWN PRICES, AND CONTROL THE MANNER AND MEANS OF THEIR WORK.

When you confirm a Quote, your contract for the services is with the Provider alone. JobsWorkers' role is limited to operating the Platform, facilitating the connection, collecting payments as the Provider's limited payment collection agent (Section 8.5), and administering the scheduling, cancellation, penalty, identity, and dispute rules described in these Terms, which you and each Provider adopt as part of every Service Agreement. JobsWorkers does not supervise, direct, or control any Provider's work and does not guarantee the quality, safety, legality, or timeliness of any service.

6. Provider Credentials — Important Disclaimer

Providers may upload professional titles, licenses, registrations, or certificates ("Credentials"), and each Provider executes a sworn declaration, under penalty of perjury, that their Credentials are authentic, valid, and their own. JobsWorkers performs only a limited administrative review of uploaded Credentials for facial coherence — that is, whether the document on its face appears to correspond to the Provider's name and to the profession or trade of the category it was uploaded for. For a small number of service categories, identified in the application, a Provider is matched only after such a review, and for those categories the review additionally includes a check by a JobsWorkers reviewer of the Credential against the official registry of the issuing authority, where that registry is publicly available. For every other category JobsWorkers does not contact any issuing authority and does not query any official registry, no Credential is required in order to appear on the Platform, and a Provider may offer services without uploading one. JobsWorkers does not verify the identification number appearing on any document, and does not guarantee the accuracy, completeness, or currency of any official registry.

JOBSWORKERS FACILITATES THE CONNECTION BETWEEN YOU AND PROVIDERS, BUT IT DOES NOT CERTIFY, GUARANTEE, OR ASSUME RESPONSIBILITY FOR THE VALIDITY OF ANY CREDENTIAL OR FOR ANY PROVIDER'S QUALIFICATIONS. FINAL VERIFICATION OF A PROVIDER'S CREDENTIALS AND SUITABILITY IS YOUR RESPONSIBILITY. Where a Provider's Credentials are displayed to you, the Platform identifies only the type of document uploaded — for example, a title, a license, or a certificate — and does not describe any Credential as verified, validated, or confirmed by JobsWorkers.

JOBSWORKERS DOES NOT CONDUCT CRIMINAL BACKGROUND CHECKS ON PROVIDERS. It does not obtain criminal-record certificates, driving records, or any other consumer report about any Provider, and it does not use a consumer reporting agency.

What JobsWorkers does verify is identity. Before a Provider may be matched with you, that person completes an identity check through Stripe Identity that compares their face against their government-issued identification document; and on arrival the Platform offers you a check that you control — scanning the Provider's code shows you a comparison card with the registered Provider's photograph, name, and rating, so that you can satisfy yourself that the person present is the same one. That step is yours to take: you may confirm the identity, or expressly skip it, as described in Section 11.2. If you skip it, no identity comparison is made at the door. Identity verification tells you who the person is. It does not tell you anything about their criminal history, their qualifications, or their fitness to perform any service.

For services that require a license by law, we encourage you to review the Provider's Credentials, which are viewable on the Provider's profile, and to make any additional inquiries you consider appropriate before confirming a Quote.

7. How the Platform Works; Service Agreements

7.1 Requesting a Job

You may request a Job by publishing a request describing the work, its category and optional subcategory, its location, photographs or videos (optional), your payment method, and its schedule. A request may be general (open to matching Providers) or directed to a specific Provider, in which case you select from that Provider's available time slots. Scheduled Jobs may be booked up to one (1) month in advance. You may request immediate performance ("now") where available; a directed immediate request requires the Provider to be currently available for immediate work.

7.2 Flexible time window

For a Scheduled Job you may enable a flexible window of one (1) to four (4) hours before, after, or around your selected time. Providers then propose a start time within your window when quoting, and if you confirm such a Quote, the Job's scheduled time becomes the Provider's proposed start time.

7.3 Quotes

Providers submit Quotes for your Job. You may review, compare, and sort Quotes (for example, by price, rating, or distance), and you may confirm one or reject any of them. A Provider may ask you one (1) question about the Job before quoting; the question and your answer are appended anonymously to the Job description and become visible to other Providers viewing that Job.

7.4 Where the Job takes place

When you request a Job you choose where it will take place: at your location, at the Provider's work location, or either — in which case the Provider selects one of the two when quoting. Whoever travels to the other's location is the party whose arrival is tracked, and the rules of these Terms about being en route, arrival, the fifteen (15) minute tolerance, and no-shows apply to that party, whether it is the Provider or you.

7.5 Location disclosure

Where the Job takes place at your location, your address is shown to Providers as an approximate area only, and the exact address is disclosed only to the Provider whose Quote you confirmed, and only when that Provider indicates they are en route. Where the Job takes place at the Provider's work location, the Provider's address is disclosed to you on the same basis: as an approximate area until you confirm a Quote, and in full when you indicate you are on your way. This is described further in the Privacy Policy.

7.6 Formation of the Service Agreement

When you confirm a Quote, a Service Agreement is formed directly and exclusively between you and that Provider for the confirmed scope, price, and schedule, and all other quotes for that Job are automatically discarded. Confirmation also triggers the Reserve charge under Section 8.2.

7.7 Category availability by jurisdiction

The service categories available on the Platform vary by jurisdiction. Some categories are not offered in certain countries, states, provinces, or cities — including because the law of that jurisdiction requires a license, registration, or authorization of the referral or intermediation activity itself, and not only of the person performing the service. A category that is unavailable where your Job would take place does not appear to you, and a request in that category will not be accepted. Availability is determined by the jurisdiction where the Job is performed, not by where you live or where your account was created.

JobsWorkers may add, restrict, or withdraw a category in a jurisdiction at any time, and where the reason is legal compliance it may do so immediately and without prior notice; the notice period in Section 25 does not apply to such a restriction. If a category becomes unavailable in a jurisdiction while you have a Job already confirmed there, that Job may be completed, except where JobsWorkers determines that completing it would be inconsistent with applicable law. Where JobsWorkers cancels a confirmed Job for that reason: your Reserve is refunded in full to your Balance; no cancellation penalty is applied to you; no fine and no automatic review are recorded against the Provider; and Section 10 does not apply, because neither you nor the Provider is at fault.

8. Prices, the Reserve, and Payment Terms

8.1 Prices and the Commission

The price of a Job is the Gross Amount stated in the Quote you confirm. The Gross Amount includes the Provider's compensation and the Commission (twenty-three percent (23%) of the Gross Amount), which is JobsWorkers' platform fee. Illustration: a Gross Amount of US$129.87 includes Provider compensation of US$100.00 and a Commission of US$29.87. Prices are set by Providers, not by JobsWorkers.

8.2 The Reserve

When you confirm a Quote and your payment method is a card, the Platform charges you the Reserve — an amount equal to the Commission — at that moment. The Reserve secures the engagement; its treatment upon cancellation, no-show, identity misrepresentation, or a quality dispute is governed by Sections 10, 12, and 13. For cash-paid Jobs, no Reserve is pre-charged; the equivalent amounts are settled under Sections 8.4 and 10.

8.3 Card-paid Jobs

If you pay by card: upon your confirmation that the work was completed, the Platform charges the remaining seventy-seven percent (77%) of the Gross Amount to your card. You authorize these charges to your selected payment method. If a charge fails, you must provide a valid payment method; the Platform may prompt you to change your payment method and may retry the charge, and Section 8.6 applies to unpaid amounts.

8.4 Cash-paid Jobs

If you pay in cash: you pay the full Gross Amount directly to the Provider upon completion. If you fail to appear for a cash-paid Job (Section 10.3), or cancel one within forty-eight (48) hours of its scheduled start time (Section 10.2), the unpaid Reserve of that Job becomes a debt on your account: before you can confirm another Quote you must add a card, the pending amount is charged to it, and an automatic one-star (1★) review is recorded on your profile as a penalty.

8.5 Limited payment collection agent

JobsWorkers collects the Provider's compensation from you as the limited payment collection agent of the Provider. Your payment of that amount to JobsWorkers is considered the same as payment made directly to the Provider, and your payment obligation to the Provider is extinguished to that extent, whether or not JobsWorkers has yet remitted the funds to the Provider. Any failure by JobsWorkers to remit is a matter between JobsWorkers and the Provider, and you bear no further liability to the Provider on that account.

The Commission is not collected as agent for the Provider: it is JobsWorkers' own platform fee, charged to you and earned by JobsWorkers for its own account. JobsWorkers is not a party to the Service

Agreement and has no authority to solicit, negotiate, agree, or execute it on the Provider's behalf; the scope, price, and schedule of every Job come from the Provider's Quote and your acceptance of it.

8.6 Balance; amounts you owe

Your Balance records credits in your favor (for example, Reserve refunds, fines credited to you, and Commission-difference credits) and amounts you owe under these Terms. Amounts credited to you are recorded in your Balance and applied as these Terms provide. Where you owe an amount to JobsWorkers, any positive Balance is applied against that amount before your payment method is charged. Amounts refundable to you — including Reserve refunds, fines credited to you, Commission-difference credits, and amounts credited following a quality dispute — are credited to your Balance for use on the Platform and are not returned to your original payment method, except where a refund to the original payment method is required by applicable law or by the applicable payment card network rules. Your Balance does not expire, may be used for any Job on the Platform, and, where applicable law entitles you to redeem it, may be redeemed as that law provides. If you owe amounts — for example, an unpaid Reserve, an unpaid final payment, or a failed charge — your ability to request new Jobs or confirm new Quotes is restricted until the amounts are settled, and you authorize JobsWorkers to charge your payment method on file for them.

8.7 Payment methods

You may store one or more payment cards and select a default payment method. Card payments are processed by Stripe; JobsWorkers does not store your full card number. Cash is available as a payment method where offered.

8.8 Changes to fees

JobsWorkers may change the Commission rate or payment terms prospectively upon at least thirty (30) days' notice. Changes do not affect Jobs confirmed before the effective date of the change.

9. Job Amendments and Date Changes

9.1 Amendments proposed by the Provider

After a Job is confirmed, the Provider may propose an amendment to the Job's price, estimated duration, or — only once per Job, and only before the Job has started — its scheduled date and time. An amendment takes effect only if you accept it. Only one amendment proposal may be pending at a time. If an accepted amendment increases the price, the Platform charges you the additional Commission on the difference at acceptance, and the remainder of the increase is reflected in the final payment; if it decreases the price, the Commission difference is credited to your Balance, and the final payment adjusts accordingly.

If you reject a price amendment, the original Service Agreement remains in force: the Provider may perform the Job on the original terms or cancel it under the rules reflected in Section 10. If, after your rejection, the Provider neither performs nor properly cancels the Job, the matter is placed under review and JobsWorkers support will award the value of the Reserve to the party found to be in the right.

9.2 Your one-time date change

You may request a change to a confirmed Job's date and time once, and only once, per Job. Your requested change takes effect only if the Provider confirms it; for Quotes from a Provider's calendar, you select from the Provider's available days and times. If the Provider does not confirm, the original schedule remains in force.

10. Cancellations, No-Shows, and Penalties

10.1 General

A justification is always required to cancel a confirmed Job. Cancellation windows are measured against the Job's scheduled start time. Amounts described as credited to you are credited to your Balance; amounts you owe are handled under Section 8.6.

10.2 Your cancellation of a confirmed Job

(a) More than 48 hours before the start time: no penalty. Your Reserve is refunded to your Balance.

(b) Between 48 and 24 hours before the start time: fifty percent (50%) of the Reserve is refunded to your Balance, and the other fifty percent (50%) goes to the Provider.

(c) Less than 24 hours before the start time: the Provider retains the full Reserve.

For Immediate Jobs, any cancellation after confirmation necessarily falls within the less-than-24-hours window.

For cash-paid Jobs, where no Reserve was pre-charged, a cancellation under (b) or (c) is settled as described in Section 8.4: the unpaid Reserve becomes a debt on your account, you must add a card before you can confirm another Quote, and an automatic one-star (1★) review is recorded on your profile.

10.3 Your failure to appear

If you fail to appear for a confirmed Job (including failing to provide access to the Job location), the Provider may, after the waiting tolerance of Section 10.5, cancel the Job, in which case the Provider retains the full Reserve. For cash-paid Jobs, the unpaid Reserve is collected as described in Section 8.4, and an automatic one-star (1★) review is recorded on your profile.

10.4 Provider cancellations and no-shows — your remedies

If the Provider cancels a confirmed Scheduled Job or fails to appear or perform:

(a) More than 48 hours before the start time: your Reserve is refunded to your Balance.

(b) Between 48 and 24 hours before the start time: your Reserve is refunded to your Balance, and a fine equal to fifty percent (50%) of the Reserve is debited from the Provider and credited to your Balance.

(c) Less than 24 hours before the start time, or a failure to appear or perform: your Reserve is refunded to your Balance, a fine equal to one hundred percent (100%) of the Reserve is debited from the Provider and credited to your Balance, and an automatic one-star (1★) review stating that the Provider cancelled or did not attend is recorded on the Provider's profile.

For Immediate Jobs the Provider has accepted, the fine credited to you is scaled to the Provider's progress at cancellation: twenty-five percent (25%) of the Reserve after confirmation, fifty percent (50%) while en route, and one hundred percent (100%) after arrival.

10.5 Waiting tolerance

Neither party may report the other's failure to appear until at least fifteen (15) minutes after the scheduled start time. After that tolerance, the Platform asks the waiting party whether to continue waiting or to cancel the Job; if the waiting party cancels, the no-show consequences of this Section 10 apply to the absent party.

10.6 Automatic determination

If a Scheduled Job remains without progress for an extended period after its scheduled start, the Platform may automatically record the Job as a no-show and assign responsibility based on the recorded state of the Job, applying the corresponding consequences of this Section 10.

10.7 Appeals

If you were penalized under this Section 10 and you believe the penalty was recorded in error, or the cancellation or absence was caused by circumstances genuinely beyond your control, you may submit an appeal through the Platform. Appeals are reviewed by JobsWorkers support on a case-by-case basis. If approved, the penalty is reversed by a corrective adjustment and any automatic one-star review is removed. Support's determination is final within the Platform, subject to Section 23.

10.8 Liquidated damages

You and JobsWorkers agree that the amounts retained, debited, or credited under Sections 10, 12, and 13 are liquidated damages constituting a reasonable, good-faith pre-estimate of the losses that a late cancellation, no-show, identity misrepresentation, or deficient performance causes to the affected party and to the Platform — losses that are difficult to quantify precisely — and are not a penalty.

11. Job Status, Arrival, and Identity Verification

11.1 Job status and tracking

A confirmed Job progresses through statuses shown in the app ("On the way," "Arrived," "Work in progress," "Finished"). While the Provider is en route, the Platform shows you the Provider's live position on a map and an estimated time of arrival, and sends you reminder notifications (including live-activity widgets where supported). If a Job takes place at a Provider's work location, the equivalent status flow applies to your journey.

11.2 Identity verification on arrival

When you and the Provider are together at the Job location — whether the Provider travelled to you or you travelled to the Provider's work location — the app asks whether you are with the Provider and invites you to scan the dynamic verification code (QR) displayed on the Provider's device. A successful scan shows you a comparison card with the registered Provider's photograph, name, rating, and number of completed Jobs so you can confirm that the person present is the registered Provider. The decision to begin the Job is yours: you may confirm the identity as correct, or expressly skip the step. The Provider must not begin work before you do one or the other.

11.3 After verification

Once you confirm the Provider's identity (or skip the step), the Job moves to "Work in progress," and your selected payment method (card or cash) is disclosed to the Provider.

12. Identity Mismatch — Your Protection

If the person present does not match the registered Provider shown on the comparison card, report it through the app. Upon your report: the Job is frozen for review; your report is routed to JobsWorkers support; and the Provider is required to record a five (5) second video through the live in-app camera, which support reviews together with your report.

FOR YOUR SAFETY, WE ASK YOU NOT TO CONTINUE WITH THE SERVICE WHILE AN IDENTITY REPORT IS UNDER REVIEW. If at any time you feel unsafe or at risk, immediately contact your local emergency number (911 in the United States).

If misrepresentation is confirmed: the Job is cancelled at the Provider's fault and your Reserve is refunded to your Balance; a fine equal to the full amount of the Reserve is debited from the Provider, of which half is credited to your Balance and half is retained by JobsWorkers; and the Provider is sanctioned under the Provider Terms of Service. You may then request the Job again through the Platform and choose whichever Provider you prefer. Because your Reserve has already been refunded to your Balance, and your Balance is applied against amounts due before your payment method is charged (Section 8.6), you do not pay the Reserve twice. JobsWorkers does not select or assign a replacement Provider for you. If the review determines that the person was in fact the registered Provider, the Job returns to its prior state.

13. Completion, Confirmation, and Quality Disputes

13.1 Confirming completion

When the Provider marks the Job finished, the app asks you to confirm. You may: (a) confirm that the work was completed — which triggers the final payment under Section 8 and the review under Section 14; (b) indicate that the work is not yet finished — which returns the Job to "Work in progress" and notifies the Provider (this may occur up to three (3) times, after which the disagreement is routed to a dispute); or (c) open a quality dispute under Section 13.2.

13.2 Quality disputes

If the work was left incomplete or unsatisfactory, you may open a dispute with a description and photo or video evidence, which must be captured through the live in-app camera (gallery uploads are not accepted). The Job is placed under review while the dispute is pending, and the final payment may be withheld.

Disputes are resolved by human review by JobsWorkers support. Support may resolve the dispute with no fine, or impose a fine on the Provider of twenty-five percent (25%), fifty percent (50%), seventy-five percent (75%), or one hundred percent (100%) of the Provider's compensation for the Job, according to the gravity of the deficiency. Any fine is credited to your Balance, and where a fine of one hundred percent (100%) is imposed the Reserve is also refunded to your Balance, so that a Job found wholly deficient is refunded in full; the remainder of the Provider's compensation, if any, is paid to the Provider. Where you already paid in cash, the fine is debited from the Provider. You agree to cooperate with dispute review, including providing information and evidence on request. Support's resolution is final within the Platform, subject to Section 23.

14. Reviews and Ratings

After each completed Job, both parties must submit a review consisting of a star rating (1–5) and a written comment; both elements are mandatory. Reviews are double-blind: neither party sees the other's review until both have been submitted or the publication period expires. If your review of a completed Job is pending, the Platform may require you to complete it before continuing to use other features.

You may edit your review of a Provider once, within thirty (30) days of completion; the edited review replaces the original. The Provider's review of you is final once submitted. Your profile displays reviews received from Providers, including any automatic one-star review under Section 8.4 or 10.3, which is

generated by the Platform rather than written by a Provider and is identified as such. You may not manipulate reviews, offer anything of value in exchange for reviews, retaliate against Providers for reviews, or submit reviews of yourself through other accounts.

15. Chat, Calls, and Communications

15.1 Chat window

The in-app chat with a Provider is enabled when a Job is confirmed and is disabled when the Job ends. Messages sent to a closed conversation are not delivered to the Provider; they are routed to JobsWorkers support, which decides whether to reopen the conversation.

15.2 Contact-information restrictions

You may not share or solicit telephone numbers, exact addresses, or other off-platform contact details through the chat, except as the Platform itself discloses them for the performance of a Job. The Platform may automatically filter suspected violations, hide the message, warn the sender, and route the message for special review. Voice calls with Providers are available only through the Platform's in-app calling, which connects the call without revealing any telephone number; the Platform does not offer video calls and does not record calls. JobsWorkers does not collect telephone numbers from Clients or Providers and cannot disclose one to you.

15.3 Records

Chat messages and Job records are stored and may be used as evidence in dispute, no-show, and identity reviews, and as otherwise described in the Privacy Policy.

15.4 Communications consent

You consent to receive transactional communications from JobsWorkers relating to your account and Jobs by email at the address you provide and by push notification on your device, including verification codes, Quote and Job notifications, reminders, status updates, and service announcements. The Platform does not send text messages and does not place automated telephone calls. Push notifications are delivered only if you grant the permission your device requests, and you can withdraw that permission at any time in your device settings. You may opt out of non-essential communications; opting out of transactional messages may limit your ability to use the Platform.

16. Client Conduct; No Circumvention

While using the Platform you will: comply with all applicable laws; treat Providers with respect and without discrimination or harassment; provide a lawful, safe environment and reasonable access for the performance of the Job; describe Jobs accurately; not request services that are unlawful or that you know require a license the Provider does not hold; not engage in fraud, misrepresentation, or abusive conduct; and not interfere with, reverse engineer, scrape, or disrupt the Platform or access it by automated means.

JobsWorkers has zero tolerance for objectionable content and for abusive users. Objectionable content includes content that is unlawful, hateful, discriminatory, harassing, threatening, sexually explicit, defamatory, or that depicts or promotes violence, and content that impersonates another person. Posting objectionable content, or behaving abusively toward another user, is a material breach of these Terms and may result in the immediate removal of the content and in the restriction, suspension, or termination of your account under Section 18, without notice.

16.1 Reporting content or a user

You can report content or a user from wherever you encounter them on the Platform — a review, a chat message, a profile, or a Job description — using the report action, and you can also write to JobsWorkers support through the Help section of the application. Reports are reviewed by JobsWorkers support, which acts on reports of objectionable content within twenty-four (24) hours of receiving them, except where circumstances outside our reasonable control prevent it, removing content that violates these Terms and, where warranted, restricting, suspending, or terminating the account responsible. Reporting content does not by itself hide it: only JobsWorkers support can remove content, so that the report mechanism cannot be used to suppress a legitimate review or message.

16.2 Blocking another user

You can block another user at any time from the application. Blocking takes effect in both directions: the Platform stops showing each of you to the other in search, in listings, and in Job requests, and will not match you with each other again. The person you block is not told that you blocked them. Blocking applies going forward. It does not cancel a Job already confirmed between you, so that it cannot be used to avoid a cancellation penalty; and it does not remove content already published, such as a review or a completed Job in your history, so that it cannot be used to erase a review. You can review and undo your blocks in your account settings. Blocking is not a sanction: it carries no fine, no automatic review, and no effect on either party’s rating.

16.3 No circumvention

You will not solicit, arrange, or accept services off the Platform from a Provider you met through the Platform where the purpose or effect is to avoid the Commission, and you will not cancel Jobs in order to transact off-platform. Circumvention is a material breach of these Terms.

17. Your Content

You are responsible for the content you provide (profile information, photographs, Job descriptions, media, messages, reviews). You grant JobsWorkers a non-exclusive, worldwide, royalty-free license to host, use, reproduce, and display that content for the operation, promotion, and improvement of the Platform. You represent that your content does not infringe the rights of any third party. If you submit suggestions, ideas, or feedback about the Platform, you grant JobsWorkers a perpetual, irrevocable, royalty-free license to use them without restriction or compensation.

18. Suspension and Termination

18.1 By JobsWorkers

JobsWorkers may suspend or terminate your account or restrict features, with notice where practicable, if it reasonably believes that: you breached these Terms (including Sections 15 and 16); you owe amounts beyond a reasonable settlement period; your conduct creates risk of harm to Providers, third parties, or the Platform; you provided false information or engaged in fraud; you posted objectionable content or behaved abusively toward another user, as described in Section 16; or suspension is required by law.

18.2 Effect; your termination

While suspended, you may not request new Jobs or confirm new Quotes. Unless JobsWorkers directs otherwise for safety reasons, Jobs already confirmed at the time of suspension are completed or cancelled in accordance with Section 10. You may stop using the Platform and close your account at any

time, subject to resolving your confirmed Jobs and settling any amounts you owe. Closure does not affect obligations that by their nature survive.

18.3 Survival

Sections 5, 6, 8.5, 8.6, and 12 through 26 survive any termination of these Terms, together with any accrued payment obligations in either direction.

19. Privacy

JobsWorkers processes your personal information as described in the JobsWorkers Privacy Policy, which is incorporated into these Terms. This includes identity-verification data processed through Stripe Identity, your device's location when you use location features, and Platform communications and records. Please review the Privacy Policy carefully.

20. Disclaimers

THE PLATFORM IS PROVIDED "AS IS" AND "AS AVAILABLE," WITHOUT WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. JOBSWORKERS DOES NOT WARRANT UNINTERRUPTED OR ERROR-FREE OPERATION OF THE PLATFORM. JOBSWORKERS DOES NOT PROVIDE THE SERVICES AND MAKES NO WARRANTY REGARDING ANY PROVIDER OR THE QUALITY, SAFETY, LEGALITY, OR TIMELINESS OF ANY SERVICE. SCREENING OF PROVIDERS IS LIMITED TO WHAT IS DESCRIBED IN THESE TERMS AND THE PROVIDER TERMS OF SERVICE. THE PLATFORM IS NOT AN EMERGENCY SERVICE.

JobsWorkers is not liable for any failure or delay caused by events beyond its reasonable control, including acts of God, natural disasters, labor disputes, internet or utility failures, or failures of third-party providers such as payment processors and hosting services.

21. Indemnification

To the maximum extent permitted by law, you will defend, indemnify, and hold harmless JobsWorkers, its affiliates, and their officers, directors, employees, and agents from and against any claims, damages, losses, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or related to: (a) your use of the Platform or any Job you request; (b) your breach of these Terms, of a Service Agreement, or of applicable law; (c) your content; or (d) your interaction with any Provider or third party.

22. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY LAW: (A) JOBSWORKERS WILL NOT BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES, OR FOR LOST PROFITS, LOST REVENUE, OR LOST DATA; AND (B) JOBSWORKERS' AGGREGATE LIABILITY TO YOU FOR ALL CLAIMS ARISING OUT OF OR RELATING TO THESE TERMS OR THE PLATFORM WILL NOT EXCEED THE GREATER OF (I) ONE HUNDRED U.S. DOLLARS (US$100) OR (II) THE TOTAL COMMISSIONS PAID BY YOU TO JOBSWORKERS IN THE TWELVE (12) MONTHS PRECEDING THE EVENT GIVING RISE TO THE CLAIM. SOME JURISDICTIONS DO NOT ALLOW CERTAIN LIMITATIONS, SO SOME OF THE ABOVE MAY NOT APPLY TO YOU. NOTHING IN THESE TERMS LIMITS LIABILITY THAT CANNOT BE LIMITED UNDER APPLICABLE LAW.

23. Dispute Resolution: Arbitration Agreement and Class Action Waiver

PLEASE READ THIS SECTION CAREFULLY. IT AFFECTS YOUR LEGAL RIGHTS.

23.1 Informal resolution first

Before filing a claim, each party agrees to try to resolve the dispute informally by sending the other a written notice describing the dispute (to JobsWorkers at legal@jobsworkers.com or the address in Section 26.6). If the dispute is not resolved within thirty (30) days after the notice, either party may commence arbitration.

23.2 Agreement to arbitrate

You and JobsWorkers agree that any dispute, claim, or controversy arising out of or relating to these Terms, the Platform, or your relationship with JobsWorkers — including its formation, interpretation, breach, or termination — will be resolved by final and binding arbitration administered by the American Arbitration Association (AAA) under its Consumer Arbitration Rules (or, where the AAA determines that other AAA rules apply, those rules), before a single arbitrator. This agreement is governed by the Federal Arbitration Act; if the Federal Arbitration Act is held not to apply, the arbitration law of the State of Delaware governs. The arbitrator, and not any court, has exclusive authority to resolve disputes about the interpretation, applicability, enforceability, or formation of this arbitration agreement, except as stated in Sections 23.4 and 23.8. If the AAA is unavailable or unwilling to administer an arbitration in accordance with this Section, the parties will agree on an alternative administrator; if they cannot agree within thirty (30) days, a court of competent jurisdiction will appoint one. The arbitration will be conducted in English and may take place by videoconference or, if an in-person hearing is required, in the county where you reside. Judgment on the award may be entered in any court of competent jurisdiction.

23.3 Arbitration costs

Payment of AAA filing, administration, and arbitrator fees is governed by the applicable AAA rules and fee schedules. For claims you bring in good faith, JobsWorkers will pay the portion of those fees that exceeds the filing fee you would have paid to file the claim in a court of competent jurisdiction. If the arbitrator finds that a claim was filed frivolously or for an improper purpose, the allocation of fees is governed by the AAA rules.

23.4 Coordinated (mass) arbitrations

If twenty-five (25) or more demands for arbitration are filed against JobsWorkers that raise similar claims and are filed by or with the assistance of the same or coordinated counsel or organizations, the demands will be administered under the AAA Mass Arbitration Supplementary Rules and their fee schedules, and the following staged process applies. First, ten (10) demands (five selected by the claimants' counsel and five by JobsWorkers) will proceed as bellwether arbitrations; each bellwether is a full, individual, bilateral arbitration whose outcome binds only the parties to that arbitration and has no preclusive effect on any other demand. After the bellwethers conclude, the parties will engage in a global mediation informed by their results. If claims remain unresolved, the process repeats (further bellwether rounds and mediation) until all demands are resolved or the parties agree otherwise. Filing fees for demands beyond the active bellwether stage become due as those demands enter an active stage. All applicable statutes of limitations are tolled for demands pending under this Section from the date they are filed. Nothing in this Section limits any claimant's right to a full individual arbitration of their own claim. Disputes about the interpretation or enforceability of this Section 23.4 are for a court under Section 24, not the arbitrator.

23.5 Class action waiver

YOU AND JOBSWORKERS EACH WAIVE THE RIGHT TO PARTICIPATE IN A CLASS, COLLECTIVE, CONSOLIDATED, OR REPRESENTATIVE ACTION. CLAIMS MAY BE BROUGHT ONLY IN AN INDIVIDUAL CAPACITY. The arbitrator may not consolidate claims of more than one person except as provided in Section 23.4.

23.6 Your right to opt out

You may opt out of this arbitration agreement and class action waiver by sending an email to legal@jobsworkers.com within thirty (30) days after you first accept these Terms, stating your full name, the email associated with your account, and your clear intention to opt out. Opting out does not affect any other provision of these Terms.

23.7 Exceptions

This Section does not require arbitration of: (a) an individual claim in small-claims court, so long as it remains in that court and is brought only on an individual basis; (b) a claim by either party for injunctive or other equitable relief in a court of competent jurisdiction to protect intellectual property or to address unauthorized access to or abuse of the Platform; (c) a dispute alleging conduct constituting a sexual assault dispute or a sexual harassment dispute, which you may elect to bring in a court of competent jurisdiction notwithstanding this Section, consistent with 9 U.S.C. Sections 401 and 402, and to which the class action waiver in Section 23.5 does not apply; or (d) a request for public injunctive relief where such relief cannot be waived as a matter of law — in which case the request for public injunctive relief may proceed in court after arbitration of all arbitrable claims, and is stayed in the meantime.

23.8 Severability of this Section

If the class action waiver is found unenforceable as to a particular claim, that claim (and only that claim) shall proceed in court, and the remainder of this Section remains in effect. If this entire Section is found unenforceable, Section 24 governs the forum for disputes.

24. Governing Law; Venue; Jury Waiver

These Terms are governed by the laws of the State of Delaware and applicable U.S. federal law, without regard to conflict-of-laws principles, except that Section 23 is governed by the Federal Arbitration Act (or, if it does not apply, Delaware arbitration law). For any matter not subject to arbitration, you and JobsWorkers consent to the exclusive jurisdiction of the state and federal courts located in Delaware, unless applicable law requires otherwise. TO THE EXTENT A DISPUTE PROCEEDS IN COURT, YOU AND JOBSWORKERS EACH WAIVE THE RIGHT TO A TRIAL BY JURY TO THE FULLEST EXTENT PERMITTED BY LAW.

25. Changes to These Terms

JobsWorkers may modify these Terms from time to time. For material changes, JobsWorkers will provide at least thirty (30) days' notice through the Platform or by email, and may require you to accept the new version to continue using the Platform. Each version of the Terms is identified by a version number, and your acceptance of each version is recorded. Continued use of the Platform after the effective date of a change constitutes acceptance. Changes do not apply retroactively to Jobs confirmed before their effective date, and changes to Section 23 do not apply to disputes of which either party had notice before the effective date of the change.

26. General Provisions

26.1 Entire agreement

These Terms, together with the Privacy Policy and any documents expressly incorporated, constitute the entire agreement between you and JobsWorkers regarding your use of the Platform as a Client and supersede all prior agreements on that subject.

26.2 Severability; no waiver

If any provision of these Terms is held invalid or unenforceable, it will be enforced to the maximum extent permissible and the remaining provisions will remain in full force. A failure to enforce any provision is not a waiver of it.

26.3 Assignment

You may not assign or transfer these Terms or your account. JobsWorkers may assign these Terms in connection with a merger, acquisition, corporate reorganization, or sale of assets.

26.4 Electronic records and signatures

You agree that electronic acceptance, records, and signatures satisfy any requirement of a writing or signature under the U.S. Electronic Signatures in Global and National Commerce Act (E-SIGN, 15 U.S.C. § 7001) and the Uniform Electronic Transactions Act (UETA), and that JobsWorkers may keep electronic records of these Terms and your acceptances as the original records.

26.5 Language

These Terms are drafted in English, and the English version controls. Any translation is provided for convenience only.

26.6 Notices; contact

JobsWorkers may give you notice through the Platform, by push notification, or by email to the address associated with your account. You may contact JobsWorkers at: JobsWorkers, Inc., Attn: Legal, 131 Continental Dr, Suite 305, Newark, DE 19713, United States — email: legal@jobsworkers.com.

26.7 Notice to California users

Under California Civil Code Section 1789.3, California users are entitled to the following notice: the Platform is provided by JobsWorkers, Inc., 131 Continental Dr, Suite 305, Newark, DE 19713. If you have a question or complaint regarding the Platform, please contact us at legal@jobsworkers.com. California residents may reach the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs by mail at 1625 North Market Blvd., Suite N 112, Sacramento, CA 95834, or by telephone at (800) 952-5210.

BY CLICKING "I AGREE" OR USING THE PLATFORM AS A CLIENT, YOU ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTOOD THESE TERMS — INCLUDING THE INTERMEDIARY-PLATFORM PROVISIONS, THE PROVIDER CREDENTIALS DISCLAIMER, AND THE ARBITRATION AGREEMENT AND CLASS ACTION WAIVER — AND AGREE TO BE BOUND BY THEM.

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