JOBS WORKERS

PROVIDER TERMS OF SERVICE AND INDEPENDENT PROVIDER AGREEMENT

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 YOU ARE AN INDEPENDENT CONTRACTOR AND NOT AN EMPLOYEE OF JOBSWORKERS (SECTION 5); AND (3) A SWORN DECLARATION REGARDING YOUR CREDENTIALS EXECUTED UNDER PENALTY OF PERJURY (SECTION 6).

1. Introduction and Acceptance

These Provider Terms of Service and Independent Provider Agreement (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 Workers application as a service provider ("Provider," "you," or "your").

These Terms govern your access to and use of the Jobs Workers 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, the JobsWorkers Cancellation and No-Show Policy and, once you create a payment account, the Stripe Connected Account Agreement described in Section 9.8. Where the Privacy Policy or the Cancellation and No-Show Policy conflicts with these Terms, these Terms control.

BY CLICKING "I AGREE" (OR A SIMILAR BUTTON), CREATING A PROVIDER ACCOUNT, OR OTHERWISE ACCESSING OR USING THE PLATFORM AS A PROVIDER, 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, AND THAT YOU EXECUTE THE SWORN DECLARATION IN SECTION 6 UNDER PENALTY OF PERJURY. 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 client account on the separate "Jobs" application, your use of that application is governed by the Client Terms of Service, not these Terms.

2. Definitions

"Client" means a user of the "Jobs" application who requests services through the Platform.

"Job" means a specific service engagement requested by a Client 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 you submit for a Job, consisting of your description of the work, the Net Amount you set, your estimated duration, and, where applicable, your proposed start time. **"Service Agreement"** means the direct contract for services formed exclusively between you and a Client when the Client confirms your Quote, as described in Section 8.4.

"Net Amount" means the amount you set as your compensation for a Job — the amount you intend to receive.

"Gross Amount" means the total price of a Job payable by the Client, calculated as the Net Amount divided by 0.77.

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

"Reserve" means an amount equal to the Commission, charged to the Client at the time the Client confirms your Quote, as described in Section 9.2.

"Wallet" means the internal ledger account the Platform maintains for you, in which earnings, credits, fines, adjustments, and payouts are recorded, as described in Section 9.6.

"Credential" means a professional title, license, registration, certificate, or similar document that you upload to the Platform in connection with a service category.

"Regulated Category" means a service category designated on the Platform as requiring a Credential reviewed and approved by JobsWorkers following the administrative review described in Section 7.2 before you may receive Jobs in that category, as described in Section 7.

3. Eligibility

To register and remain active as a Provider, you represent and warrant, on an ongoing basis, that you:

(a) are a natural person at least eighteen (18) years of age;

(b) are legally authorized to work in the United States and in each state and locality where you offer services;

(c) hold a valid government-issued photo identification document;

(d) hold, and will maintain in good standing, every license, registration, certification, and permit required by federal, state, or local law to perform each service you offer;

(e) are not subject to any suspension, revocation, restriction, or pending disciplinary action by any licensing authority, professional board, court, or regulatory body relevant to the services you offer;

(f) do not appear on any public sex-offender registry;

(g) are not subject to any court order or legal restriction that would prevent or limit your performance of the services;

(h) are customarily engaged in, or were previously engaged in, an independently established business or trade of the same nature as, or related to, the services you offer through the Platform; and

(i) can establish and maintain a payout account eligible for Stripe Connect (Section 9.8).

Persons whose Provider account has previously been terminated or permanently blocked by JobsWorkers may not register again, and any account they create may be terminated at any time.

4. Registration and Identity Verification

4.1 Account registration

You must provide accurate, current, and complete information during registration and keep it updated, including your legal name, contact information, personal address, work location (if any), service categories (up to five general categories), work cities, availability schedule, and means of mobility. You must provide a profile photograph that clearly shows your face; it is displayed to Clients and is the photograph shown on the comparison card used for the arrival identity verification in Section 12, so you may not use an image that is not a current likeness of you. You are responsible for all activity under your account and for keeping your account login information confidential. You may maintain only one Provider account, for your personal use only.

4.2 Identity verification (KYC)

As part of registration you must complete identity verification, which is performed through Stripe Identity and may include capturing the front and back of your government-issued identification, a facial photograph, a liveness check, and an automated comparison between your face and your identification document. You consent to this processing as described in the Privacy Policy. Stripe performs this verification and retains the images of your identification document and your facial photograph; JobsWorkers does not collect, receive, or store your identification document, your identification number, or your Social Security or other national identity number. JobsWorkers receives only the outcome of the verification and the associated reference identifiers. Identity verification through Stripe Identity is the only identity check the Platform performs at registration; there is no manual alternative, and your account cannot be approved unless the verification succeeds. Sections 12 and 13 describe the identity verification that applies when you arrive at a Job.

4.3 No background checks

JobsWorkers does not conduct, obtain, or commission criminal background checks, criminal-record certificates, driving-record checks, or any other consumer report about you, and does not use a consumer reporting agency. Identity verification under Section 4.2 confirms that you are the person shown on your identification document; it says nothing about your criminal history, your qualifications, or your fitness to perform any service. Your obligations regarding licenses and Credentials are set out in Sections 6 and 7 and are unaffected by this Section. If JobsWorkers introduces background checks in the future, it will do so only with the separate disclosure and written authorization required by the Fair Credit Reporting Act and applicable state law, and will notify you before any such check is obtained.

4.4 Account statuses

Your Provider account will at all times have one of the following statuses: (i) Pending — your registration is under review; you may explore the Platform but will not receive or perform Jobs; (ii) Active — you may receive and perform Jobs, subject to these Terms; (iii) Rejected — your application was not approved; (iv) Suspended — your account is temporarily restricted under Section 18; or (v) Blocked — your account is permanently terminated. JobsWorkers determines account status in its reasonable discretion in accordance with these Terms.

4.5 Re-application

If your application is Rejected, you may correct the indicated issues and re-apply up to three (3) times in total. Further applications will not be accepted.

4.6 Changes to key account information

Changes to your email address require re-verification through a confirmation code sent to the new address. The Platform does not collect a telephone number. Your profile photograph is subject to review and approval by JobsWorkers support before it is displayed. You must promptly update your profile if any information becomes inaccurate, including the expiration, suspension, or revocation of any Credential or license.

5. Independent Contractor Relationship

5.1 No employment relationship

YOU ARE AN INDEPENDENT CONTRACTOR. NOTHING IN THESE TERMS CREATES AN EMPLOYMENT, AGENCY, PARTNERSHIP, JOINT VENTURE, OR FRANCHISE RELATIONSHIP BETWEEN YOU AND JOBSWORKERS. JobsWorkers is a technology platform that connects Clients with independent providers; it does not perform services, does not employ Providers, and is not a party to any Service Agreement.

5.2 Your independence

You control the manner and means of your work. Without limitation: you set your own Net Amount for every Quote; you decide which Job requests to quote, accept, or decline, and declining a request carries no penalty; you set your own availability schedule, work cities, and means of mobility; you determine how the services are performed, and JobsWorkers does not supervise or direct your work, does not require uniforms or branding, and does not restrict the tools, equipment, or materials you provide at your own expense; you deliver services to Clients under your own name and profile identity — Clients select you individually — and you are not required to deliver services under the name of JobsWorkers; you may maintain your own independent clientele and business identity; and you are free to offer your services through other platforms or channels, including competing referral platforms, without restriction. JobsWorkers does not guarantee any minimum number of Jobs, Clients, or income. You are free to accept or reject Clients and contracts without being penalized in any form by JobsWorkers; the obligations and consequences in Sections 11 through 14 apply only where you accept a Job and then fail to fulfill your contractual obligations to the Client, exist to protect Clients and the integrity of the marketplace, and do not confer on JobsWorkers any right to control the performance of your work.

5.3 No employee benefits

You are not entitled to any employee benefits from JobsWorkers, including wages, overtime, vacation, sick leave, insurance, workers' compensation, or retirement benefits.

5.4 Taxes

You are solely responsible for all taxes on amounts you earn through the Platform, including income and self-employment taxes, and for any required registrations and filings. Amounts paid by Clients for your services are your income, not JobsWorkers' income. Where required by law, JobsWorkers or its payment processor will issue applicable tax information returns (such as IRS Forms 1099) reflecting your earnings, and you agree to provide accurate taxpayer information upon request.

5.5 Insurance and legal compliance

You are solely responsible for complying with all laws applicable to your services and for obtaining and maintaining any insurance required by law or advisable for your trade. JobsWorkers does not provide insurance coverage for you or your work.

6. Sworn Declaration of Credentials

Each time you upload a Credential, and as a condition of registration, you execute the following declaration (the “Sworn Declaration”). Your execution is recorded electronically with a timestamp and network (IP) address.

SWORN DECLARATION: I declare under penalty of perjury under the laws of the United States of America that: (a) every document I upload to the Platform as a Credential is authentic, legitimate, currently valid, and has not been altered, forged, suspended, or revoked; (b) each such document corresponds to me personally and to the profession or trade for which I upload it; (c) I hold every license, registration, and permit required by applicable law for each service I offer; and (d) I assume full civil and criminal responsibility for any falsehood, forgery, or misrepresentation in the documents or information I provide. I understand that submitting false documents or statements may constitute perjury (18 U.S.C. § 1621), wire fraud (18 U.S.C. § 1343), or other offenses, and grounds for immediate and permanent termination of my account.

This declaration is made pursuant to 28 U.S.C. § 1746 and applies to every Credential and every statement about your qualifications that you provide through the Platform, whether at registration or afterwards.

7. Licenses, Credentials, and Regulated Categories

7.1 Your licensing obligation

You may not offer or perform through the Platform any service for which applicable law requires a license, registration, or permit that you do not currently hold in good standing — including, where applicable: a business license or business tax registration required by the local jurisdiction (city or county) where you perform the services; a state contractor license where the work requires one; and any professional license, permit, certification, or registration administered or recognized by the state for the type of work performed. By offering a service through the Platform you certify to JobsWorkers that you hold each such license, registration, or permit; these certifications are recorded electronically and retained by JobsWorkers for at least three (3) years. Offering or performing a service without a legally required license is a material breach of these Terms and grounds for immediate suspension or termination, without prejudice to your own legal responsibility.

7.2 Credential upload and administrative review

You may upload up to five (5) Credential files for each service category you offer. Each applicable upload requires execution of the Sworn Declaration. JobsWorkers performs a limited administrative review of uploaded Credentials for facial coherence — whether the document on its face appears to correspond to the name on your profile and to the profession or trade of the category you associated it with. Except for the Regulated Categories identified in Section 7.3, JobsWorkers does not contact an issuing authority or query an official registry. In no case does JobsWorkers verify an identification number appearing on the document. This review is not, and shall not be represented by you as, a certification, endorsement, or guarantee of a Credential’s validity.

7.3 Regulated Categories

For each Regulated Category, you will not appear in Client searches, receive Job requests, or otherwise be matched with Clients in that category until a Credential for that category has been uploaded by you and reviewed and approved by JobsWorkers. This gating applies per category: it does not affect your ability to receive Jobs in non-regulated categories you offer. For these categories, and only for these, the

administrative 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; a Credential is approved for eligibility only if that check is completed. JobsWorkers does not guarantee the accuracy, completeness, or currency of any official registry, and a Credential that is pending, rejected, or expired does not satisfy this requirement. This status is shown to you in the application; it is not shown to Clients, and Section 7.4 governs what Clients see.

7.4 No certification by JobsWorkers

JobsWorkers acts solely as an intermediary. It does not certify, guarantee, or assume responsibility for the validity of any Credential, and Clients are informed that final verification of a Provider's credentials is the Client's own responsibility. JobsWorkers does not display Credential files or Credential status to Clients, and does not describe any Credential as verified, validated, or confirmed by JobsWorkers. You may not represent, on your profile or elsewhere, that JobsWorkers has verified, validated, endorsed, or confirmed any Credential or qualification of yours.

7.5 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. Where a category is unavailable in a jurisdiction, you may not offer or declare that category for that jurisdiction, you will not appear in searches or receive Job requests in it there, and the Platform will decline attempts to publish or accept such a Job. Availability is determined by the jurisdiction where the Job is performed, not by where you reside or where your account was created.

JobsWorkers may add, restrict, or withdraw a category in a jurisdiction at any time. Where the reason is legal compliance, it may do so immediately and without prior notice, and the notice period in Section 25 does not apply; JobsWorkers will inform affected Providers when the restriction is applied and, on request, identify the legal basis recorded for the restriction. A restriction under this Section is not a sanction, is not recorded against your account, and does not affect your rating.

If a category becomes unavailable in a jurisdiction while you have Jobs already confirmed there, those Jobs may be completed, except where JobsWorkers determines that completing them would be inconsistent with applicable law. Where JobsWorkers cancels a confirmed Job under this Section: no fine is charged and no automatic review is recorded against either party; the Client's Reserve is refunded in full to the Client's Balance; and you receive no compensation, because neither party is at fault. Section 11 does not apply to a cancellation under this Section.

8. How the Platform Works; Service Agreements

8.1 Job requests and Quotes

Clients publish Job requests describing the work, its category, its location (shown to you as an approximate area until Section 12 applies), and its schedule, which may be a fixed time, a flexible time window, or immediate. You may submit one Quote per Job, setting your Net Amount and estimated duration; for Jobs with a flexible window, you propose your start time within the Client's window; and for directed requests sent specifically to you, the Client selects from your available time slots. You may decline any Job request. A Quote remains open for the Client to confirm; if the Client confirms another Provider's quote, yours is discarded automatically.

8.2 Where a Job takes place

A Job takes place either at the Client's location or at your work location. The Client chooses when publishing the Job, and where the Client allows either, you choose when quoting. Where the Job takes place at your work location, the Client travels to you: your work location is disclosed to the Client as described in the Privacy Policy — as an approximate area before the Job is confirmed, and in full when the Client indicates they are on their way — and the arrival, waiting tolerance, and no-show rules of Sections 11 and 12 apply to the Client rather than to you. If you do not wish to receive Clients at your work location, do not offer that option when quoting.

8.3 Pre-quote question

Before quoting, you may submit one (1) question about the Job. The question and the Client's answer are appended anonymously to the Job description and become visible to other Providers viewing that Job. You may quote without waiting for an answer.

8.4 Formation of the Service Agreement

When the Client confirms your Quote, a Service Agreement is formed directly and exclusively between you and the Client for the confirmed scope, price, and schedule, and all other quotes for that Job are automatically discarded. JobsWorkers is not a party to the Service Agreement, is not a general contractor, employer, or supplier of the services, and has no responsibility for the performance of either party, except for its limited role described in these Terms (as administrator of the penalty and dispute rules in Sections 10 through 14, which you and each Client adopt as part of every Service Agreement).

JobsWorkers is not a party to the Service Agreement and has no authority to bind you. In particular, JobsWorkers has no authority to solicit, negotiate, agree, or execute any Service Agreement on your behalf, and does not do so. JobsWorkers operates a platform on which you publish what you offer and set your own prices, and on which Clients choose whom to engage. The Service Agreement is yours.

8.5 Personal performance

Services must be performed personally by you. You may not delegate, subcontract, or substitute another person to perform a Job, in whole or in part. This requirement exists so that the arrival identity verification in Section 12 can protect Clients, and it does not confer on JobsWorkers any right to control the manner or means by which you perform your services. Identity verification under Section 12 exists to enforce this rule, and violations are treated under Section 13.

8.6 Ordering and visibility

The Platform determines the ordering, ranking, and visibility of Providers and Quotes in its discretion, using factors that may include ratings, number of completed Jobs, recency of activity, proximity, price, availability, credential status, and mechanisms that give measured visibility to newer Providers. No placement or level of visibility is guaranteed.

8.7 Amounts you owe, and access to new Jobs

(a) What counts as an overdue amount. An amount you owe JobsWorkers is overdue when all of the following are true: it has been finally determined under these Terms; fourteen (14) days have passed since JobsWorkers notified you of it, stating the amount and its cause; and it remains unpaid. An amount is not overdue while an appeal you have filed under Section 14 is pending, and it does not become overdue until any such appeal is decided against you and the fourteen days have then run.

(b) What happens. While you have an overdue amount, you cannot quote on or accept new Jobs. This applies automatically and on the same terms to every Provider; it is not a decision made about you.

(c) What does not happen. This does not affect any Job you have already accepted: you complete it and you are paid for it in the ordinary way. It does not affect your position in any listing, search result or ranking on the Platform. It is not a suspension or a termination of your account, and no record of it forms part of your reputation on the Platform.

(d) How it ends. It ends as soon as the amount is paid, without review, request or waiting period. JobsWorkers tells you the amount outstanding and how to pay it at all times while it applies, and notifies you before it begins.

(e) What it is not. JobsWorkers does not restrict your access to Jobs because you have declined, ignored or cancelled a Job, or because of how many Jobs you accept, how quickly you respond, or any other measure of your activity on the Platform. You remain free to accept or reject any Job without consequence of any kind.

9. Fees, Pricing, and Payment Terms

9.1 Pricing and Commission

You set the Net Amount of every Quote. The Platform automatically calculates the Gross Amount payable by the Client as the Net Amount divided by 0.77, and the Commission as twenty-three percent (23%) of the Gross Amount. Illustration: a Net Amount of US$100.00 produces a Gross Amount of US$129.87 and a Commission of US$29.87. The Commission is JobsWorkers' sole platform fee for the Job and is retained by JobsWorkers in full. The Commission is a fee charged to the Client for use of the Platform: it is added on top of the Net Amount you set and is not deducted from your rate. You receive the full Net Amount of every completed Job, subject only to the fines, offsets, and adjustments expressly provided in these Terms.

9.2 The Reserve

When a Client confirms your Quote for a card-paid Job, the Platform charges the Client the Reserve (an amount equal to the Commission). The Reserve secures the engagement and funds the Commission; its treatment upon cancellation, no-show, or identity misrepresentation is governed by Sections 11 and 13. For cash-paid Jobs no Reserve is pre-charged, and the equivalent amounts are settled through Wallet debits and credits as described in this Section 9 and in Section 11.

9.3 Card-paid Jobs

For a Job the Client pays by card: when the Client confirms the Job is complete — or when the Job is treated as complete under Section 7 of the Cancellation and No-Show Policy — JobsWorkers presents the Net Amount for payment from the Client's card to your own payment account, of which you are the merchant of record. The payment settles to your account less the processing cost described in Section 9.13.

If that payment does not succeed, JobsWorkers will, in this order: retry the charge where the card network permits it; invite the Client to use another card; and, where the Client confirmed completion in person and chooses to do so, invite the Client to pay you the Net Amount in cash at that time. A Client is never required to pay in cash, and is told before choosing that a cash payment cannot be disputed through their bank.

Where the Client pays you in cash under this Section, no Commission is debited from you: JobsWorkers already charged its Commission to the Client's card when the Quote was confirmed, and charging it again would charge it twice.

If none of those occurs, the Net Amount remains owed to you by the Client. JobsWorkers will continue to present the charge to the Client on your payment account, and will contact the Client about the outstanding amount. Any payment the Client makes is made to you: it is charged to your payment account and settles to you. JobsWorkers does not receive it, hold it or pass it on.

JobsWorkers presents the charge and tells the Client what is outstanding. JobsWorkers does not otherwise pursue the Client: it does not engage a collection agency, does not report the amount to any credit bureau, and does not act as your collection agent. After ninety (90) days, JobsWorkers stops presenting the charge, pays you an amount equal to the Commission it charged for that Job, and the amount remains a debt owed to you by the Client, which you may pursue directly. JobsWorkers does not guarantee the Client's payment.

Your Wallet records the Job as earnings and records what settled to your account, so that your earnings history remains complete.

9.4 Cash-paid Jobs

For Jobs the Client pays in cash: you collect the full Gross Amount directly from the Client upon completion, and the Platform debits the Commission from your Wallet. If this debit results in a negative Wallet balance, Section 9.6 applies. You are responsible for confirming receipt of cash payment before marking the Job complete.

9.5 No payment collection agency; the Commission

JobsWorkers does not collect the Net Amount for you and is not your payment collection agent. For a card-paid Job the Client pays you directly, to your own payment account, as described in Section 9.3 and Section 9.13; for a cash-paid Job the Client pays you in cash and JobsWorkers collects nothing. The Reserve and every other part of the Commission are owed by the Client to JobsWorkers: the Commission is charged and earned by JobsWorkers for its own account as its platform fee, and not as your agent. Nothing in these Terms creates a general agency, partnership, joint venture, or employment relationship between you and JobsWorkers, and JobsWorkers has no authority to bind you or to solicit, negotiate, agree, or execute any Service Agreement on your behalf (Section 8.4): the scope, price, and schedule of every Job are set by your own Quote and the Client's acceptance of it.

9.5(g) Financial responsibility for the Net Amount. Where a Client pays for a Job by card, the payment is made to you and settles to your connected payment account. JobsWorkers does not receive, hold, control or take title to the Net Amount at any point. From the moment the Client initiates payment until the Net Amount settles to your connected payment account, financial responsibility for that amount is yours, and JobsWorkers bears no risk of loss in respect of it and gives no guarantee of it.

This paragraph does not apply to the Reserve or to any other part of the Commission, which the Client owes to JobsWorkers, which JobsWorkers charges and earns for its own account as its platform fee and not as your agent, and which does not form part of the Net Amount at any time.

Nothing in this paragraph reduces what the Client is owed. Where a Client is entitled to a refund, credit or adjustment under these Terms or under the Client Terms of Service, the Client receives it in accordance with those terms regardless of the state of your account or balance.

9.6 Wallet; negative balances; offsets

Your Wallet records your Job earnings, cash-Job Commission debits, fines and fine credits, adjustments, compensations, and payouts. Your earnings from a card-paid Job are recorded there so that your earnings history is complete, but they are not paid to you from your Wallet and never pass through it: the Net Amount of a card-paid Job is charged to your own payment account and settles to you there, as described in Section 9.3. This Section 9.6 concerns your Wallet, which is the internal ledger JobsWorkers maintains for you; the balance of the payment account Stripe provides to you is a different account, and it is governed by Section 9.14. Where your Wallet balance is negative — for example, after a cash-Job Commission debit or a fine — the only restriction JobsWorkers applies to your access to new Jobs is the one set out in Section 8.7, on the terms and with the notice, appeal and cure provided there. JobsWorkers may apply credits shown in your Wallet against amounts you owe shown in the same Wallet. Amounts you owe are otherwise payable by you under Section 9.16; JobsWorkers does not charge any payment method for them except as you authorize there. JobsWorkers may require you to provide and maintain a valid payment method as a condition of accepting cash-paid Jobs.

Amounts recorded in your Wallet in your favour — for example a fine credited to you, a compensation, an adjustment, or the amount JobsWorkers pays you under Section 9.3 where a Client's payment was not recovered — are paid out automatically every Friday to your connected Stripe account, provided your available balance — your Wallet balance less any amounts held under Section 9.11 — is at least the minimum transfer amount, which is US$5.00 for Wallets denominated in U.S. dollars; each payout sweeps your full available balance. The Friday payout covers only amounts held in your Wallet — fines credited to you, compensations, adjustments, and the amount JobsWorkers pays you under Section 9.3 — and never the Net Amount of a card-paid Job, which settled to your own payment account when the Client paid it. Payout timing is subject to processing times of the payment processor and your bank. Amounts held for you pending payout are not deposits and do not earn interest.

9.7 Instant payout

Where the instant-payout feature is enabled, you may request an immediate transfer of your available Wallet balance, subject to the same minimum transfer amount that applies to scheduled payouts under Section 9.6. The payment processor charges its own instant-payout fee, which is borne by you and deducted by the payment processor from the amount transferred. That fee is set by the payment processor, varies by country, and may change; JobsWorkers does not receive any part of it and does not control it. The fee in effect is the one the payment processor discloses for your account at the time of the request.

9.8 Stripe Connect

Payouts are processed through Stripe Connect. To receive payouts you must create and maintain a Stripe connected account and agree to the Stripe Connected Account Agreement, including the Stripe Terms of Service. JobsWorkers is not responsible for Stripe's services, decisions, or availability. You must provide accurate payout and taxpayer information; JobsWorkers may suspend payouts while required information is missing or under verification.

9.9 Payment method visibility; cash reminders

The Client's selected payment method (card or cash) is disclosed to you in the Job status screen once the Job starts — that is, once the Client has confirmed your identity or expressly skipped that step under Section 12. For cash Jobs, the Platform will remind you that collection in cash is your responsibility.

9.10 Changes to fees

JobsWorkers may change the Commission rate or payment terms prospectively upon at least thirty (30) days' notice. A change does not apply to a Job completed before its effective date, and does not alter the Commission already charged for a Job confirmed before that date.

9.11 Payment card chargebacks; holds

Where a Client's card issuer reverses a payment for a Job (a "chargeback"), the reversal takes effect on your own payment account, which is where that payment settled; Section 9.14 describes what happens there. JobsWorkers does not hold the Net Amount and cannot place a hold on it. Where an amount is recorded in your Wallet in connection with a Job that is the subject of a chargeback or of a quality dispute, JobsWorkers may place a hold on that amount in your Wallet while the matter is pending. A hold is subject to three limits.

(a) A hold never exceeds the amount in dispute.

(b) A hold is released as soon as the matter is resolved, and in any event automatically one hundred and twenty (120) days after it is placed, whether or not the matter has been resolved by then.

(c) JobsWorkers notifies you when a hold is placed, stating the amount held, the cause of the hold, and the date on which it is expected to be released.

While a hold is in effect the amount held is not available for payout: the payouts described in Sections 9.6 and 9.7 transfer only your available balance, which is your Wallet balance less any amounts held, and the minimum transfer amount is applied to that available balance.

Where JobsWorkers determines, after human review, that the Job giving rise to the chargeback was not performed as agreed or that you contributed to the chargeback, the amount charged to you is calculated, not tariffed, on the basis set out in Section 14, and is capped at the Gross Amount of the Job. JobsWorkers does not apply a fixed percentage or a scale, and no amount is charged as a penalty. An adjustment is debited from your Wallet and may leave your Wallet with a negative balance, governed by Section 9.6. The notice and appeal provisions of Section 14 apply, and JobsWorkers will tell you the outcome and recorded reason.

9.12 Disputes on your charges

A payment dispute raised by a Client is a dispute on your charge, and the amount at stake is yours. You may submit your own evidence and respond directly, through the tools JobsWorkers makes available in the app. Where you ask JobsWorkers to respond on your behalf, or do not respond within the time the card network allows, JobsWorkers may submit evidence for you — but the decision whether to contest a dispute is yours, and JobsWorkers will not accept a dispute on your behalf without telling you first.

9.13 Payment processing costs

You are the merchant of record for each Job you perform. Stripe charges its processing fee for each payment to you, as the merchant, and deducts it from that payment before it settles to your account. That fee is Stripe's, not JobsWorkers'. JobsWorkers does not receive it, does not set it, and takes no part of it.

The Net Amount is the price you set for your services. It is the amount the Client is charged for your work and the amount on which JobsWorkers' Commission is calculated. The amount that settles to your account is the Net Amount less Stripe's processing fee, in the same way that any business that accepts card payments receives the price it charged less its own processing costs.

Before you submit a Quote, JobsWorkers shows you the estimated processing fee for that Job and the estimated amount that will settle to your account. Stripe's current fee schedule is available at https://stripe.com/pricing and is set by Stripe, not by JobsWorkers.

What you can see. Because your payment account is administered through JobsWorkers, JobsWorkers shows you, for every Job: the estimated processing fee before you submit your Quote, and the actual processing fee charged by Stripe after the Job is paid, together with the amount that settled to your account. You can export this information at any time.

9.14 Negative balances on your payment account

(a) How one arises. If a refund, an adjustment, or a payment dispute on one of your charges is larger than the balance in your payment account, that account goes into a negative balance.

(b) What Stripe may do. Your payment account is provided by Stripe under your agreement with Stripe. Under that agreement, Stripe may recover a negative balance by debiting the bank account you have registered, and may make more than one attempt. This can happen even where your payouts are set to be made manually. If those attempts fail, Stripe may pause payouts to you until you update your bank details. JobsWorkers does not control whether, when, or how many times Stripe does this, and Stripe may contact you directly about it.

(c) Who bears the loss. Where a negative balance cannot be recovered from you, Stripe bears it, not JobsWorkers. JobsWorkers does not fund your payment account and does not guarantee your balance.

(d) What JobsWorkers commits to. JobsWorkers will: tell you before it takes any action it expects to result in a negative balance, stating the amount and the reason; not take any such action while an appeal you have filed under Section 14 is pending; and tell you, when a negative balance arises, what caused it and what it relates to.

(e) You are not left without recourse. Where you disagree with a refund or adjustment JobsWorkers made, Section 14 applies. Where you disagree with a payment dispute raised by a Client, the dispute is yours to contest and JobsWorkers provides the tools to do so.

9.15 Refunds

You may ask JobsWorkers at any time to refund all or part of a payment on one of your Jobs, and JobsWorkers will do so unless the refund is prevented by these Terms or by the payment network. Refunds are issued by JobsWorkers rather than by you, so that the Client's entitlement under the Client Terms, the calculation of any amount, and the return of the Commission are handled consistently.

9.16 Payment of amounts you owe

Amounts you owe JobsWorkers under these Terms — a Commission on a cash-paid Job under Section 9.4, an amount under Section 11, or a remedy under Section 14 once final — are shown in your Wallet with their amount and cause, and are payable by you. JobsWorkers never applies them against, deducts them from, or withholds them out of the price of any Job: the Net Amount of every card-paid Job settles to your payment account in full.

You may pay an amount you owe at any time from your Wallet. You may also — but are not required to — save a payment method and authorize JobsWorkers to charge it for amounts you owe once they are overdue under Section 8.7(a): after notice stating the amount and its cause, after fourteen (14) days, and only if no appeal under Section 14 is pending. That authorization is specific: it identifies the payment method, states what it may be charged for and how each amount is determined, and states that charges are unscheduled and occur only on that event. It is recorded together with the text you saw and the

date and time, and a copy is sent to you. You may revoke it at any time from your Wallet; revocation does not cancel what you owe. Each charge is notified to you with its amount and appears in your Wallet.

While a payment method is on file under this Section, Section 8.7(b) does not apply to an overdue amount unless a charge for it has failed. Nothing in this Section is a set-off or deduction by JobsWorkers; it is a payment by you. Closing or deleting your account does not cancel any amount you owe under these Terms.

10. Job Amendments

After a Job is confirmed, you may propose an amendment to the Job's price (Net Amount), 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 the Client accepts it. Only one amendment proposal may be pending at a time.

If an accepted amendment increases the price, the Platform charges the Client the additional Commission on the difference; if it decreases the price, the Commission difference is credited to the Client, and your Net Amount adjusts accordingly at final payment. Date amendments, while pending, reserve both the original and the proposed time in your availability.

If the Client rejects your amendment, the original Service Agreement remains in force: you may perform the Job on the original terms, or cancel it subject to Section 11. If, after a rejected price amendment, you neither perform nor properly cancel 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.

11. Cancellations, No-Shows, and Penalties

11.1 General

A justification is always required to cancel a confirmed Job. Cancellation windows are measured against the Job's scheduled start time. Fines under this Section are debited from your Wallet (and collected under Section 9.6 if the balance is insufficient). Amounts described as credited to the Client are credited to the Client's in-app balance.

Cancellation and no-show amounts. The amounts set out in this Section 11 and in the Cancellation and No-Show Policy apply only after you have accepted a Job. Declining, ignoring or not quoting on a Job that has been offered to you carries no charge, no penalty and no consequence of any kind, and does not affect your position in any listing or ranking on the Platform.

11.2 Your cancellation of a Scheduled Job

(a) More than 48 hours before the start time: no penalty. The Client's Reserve, where pre-charged, is refunded to the Client.

(b) Between 48 and 24 hours before the start time: a fine equal to fifty percent (50%) of the Reserve is debited from you and credited to the Client, and the Client's Reserve, where pre-charged, is refunded to the Client.

(c) Less than 24 hours before the start time, or if you fail to appear or fail to perform the Job (a "no-show"): a fine equal to one hundred percent (100%) of the Reserve is debited from you and credited to the Client, and the Client's Reserve, where pre-charged, is refunded to the Client.

11.3 Automatic one-star review

Only a Section 11.2(c) cancellation you submit from your authenticated account, or a no-show report submitted from the waiting Client's authenticated account after Section 11.6 and passing the Platform's state/time controls, creates a one-star (1★) review stating that you cancelled or did not attend. Section 11.7 creates no review. The Platform identifies it as automatic; it counts toward your rating and is removed after an approved Section 11.8 appeal.

11.4 Your cancellation of an Immediate Job

For Immediate Jobs you have accepted, the fine is scaled to your progress at the moment of cancellation: (a) after confirmation but before departing — twenty-five percent (25%) of the Reserve; (b) while en route — fifty percent (50%) of the Reserve; (c) after arrival — one hundred percent (100%) of the Reserve; in each case debited from you and credited to the Client.

11.5 Client cancellations — your compensation

If the Client cancels a confirmed Job: (a) more than 48 hours before the start time, you receive no compensation; (b) between 48 and 24 hours before the start time, you receive compensation equal to fifty percent (50%) of the Reserve; (c) less than 24 hours before the start time, or if the Client fails to appear, you receive compensation equal to one hundred percent (100%) of the Reserve. Compensation is credited to your Wallet. For an Immediate Job, your compensation is instead scaled to your progress at the moment the Client cancels, on the same scale as Section 11.4: twenty-five percent (25%) of the Reserve after confirmation, fifty percent (50%) while you are on the way, and one hundred percent (100%) once you have arrived.

11.6 Waiting tolerance

For a Scheduled Job, neither party may report the other's failure to appear until at least fifteen (15) minutes after the scheduled start time; where the travelling party arrives after that time and the other party is not there, the fifteen (15) minutes run from the recorded arrival instead. An Immediate Job has no scheduled start time: while the travelling party has not yet set out, their failure to appear may be reported thirty (30) minutes after the Job was confirmed, and once they have indicated that they are on their way they can no longer be reported as a no-show (if the Job does not go ahead it is cancelled under Section 11 and the amounts scale with the progress reached); where the travelling party has arrived and the other party is not there, that failure to appear may be reported fifteen (15) minutes after the recorded arrival. After the applicable tolerance, the waiting party may elect to continue waiting or to cancel the Job, in which case the no-show consequences of this Section 11 apply to the absent party.

11.7 Automatic determination

After extended inactivity following a Scheduled Job's start, the Platform may automatically record a no-show, assign responsibility from its records, and apply only Section 11's financial and Job-status consequences; it creates no review or rating effect.

11.8 Appeals

If you were penalized under this Section 11 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 fine is reversed by a corrective adjustment and the automatic one-star review, if any, is removed. Support's determination is final within the Platform, subject to Section 23.

11.9 Liquidated damages

You and JobsWorkers agree that the amounts set out in Section 11 for a late cancellation or failure to appear are liquidated damages: a reasonable, good-faith pre-estimate of the losses those events cause to the affected Client and to the Platform, and not a penalty. Chargeback, identity, and quality outcomes are separate contractual remedies after human review and are not liquidated damages.

12. Arrival, Identity Verification, and Job Execution

12.1 Status updates and location

For each confirmed Job you must keep the Job status current through the Platform ("On my way," "I've arrived," "I finished the work"). While you are en route, the Platform shares your live location and estimated time of arrival with the Client. The exact Job address is disclosed to you only when you indicate that you are en route; until then you see an approximate area.

12.2 Identity verification on arrival

Upon arrival, the Platform displays a dynamic, single-use verification code (QR) on your device for the Client to scan. The code is single-use and rotates continuously, so a code that has been captured is no longer valid. Verification exists to confirm that the person present is the registered Provider. The decision to begin the Job belongs to the Client, who may confirm your identity or expressly skip the step; you must not begin work before the Client does one or the other.

12.3 After verification

Once your identity is verified (or the step is skipped by the Client), the Client's payment method is revealed to you, and for cash Jobs you are reminded to collect payment in cash. You must perform the Job with reasonable skill and care, consistent with your Quote and the Job description.

12.4 Completion and Client confirmation

When you finish, you mark the Job finished and the Client is asked to confirm. The Client may (a) confirm completion — triggering final payment under Section 9; (b) indicate the work is not yet finished — returning the Job to in-progress status (this may occur up to three (3) times, after which the disagreement is routed to a dispute under Section 14); or (c) open a quality dispute under Section 14.

13. Identity Misrepresentation (Zero Tolerance)

Sending another person to perform a Job, or otherwise misrepresenting the identity of the person performing the services, is a fundamental breach of these Terms.

If a Client reports that the person present does not match the registered Provider: the Job is frozen for review; you must immediately record and submit a five (5) second video through the Platform using the live camera only (gallery uploads are not accepted); and JobsWorkers support will review the report and the video.

If misrepresentation is confirmed: (a) the Job is cancelled at your fault and the Client's Reserve, where pre-charged, is refunded to the Client; (b) a fine equal to the full amount of the Reserve is debited from you, of which half is credited to the Client and half is retained by JobsWorkers; (c) your account is suspended, and remains suspended until you submit a written statement and JobsWorkers accepts it, and JobsWorkers will review that statement within five (5) business days of receiving it; (d) your displayed rating is reduced by fifty percent (50%) while the sanction is in effect; and (e) a second confirmed incident results in immediate and permanent termination of your account.

If the review determines that you were in fact the registered Provider, the Job returns to its prior state and no penalty applies to you.

The appeal procedure in Section 11.8 applies to a sanction imposed under this Section. If an appeal is approved, the fine is reversed by a corrective adjustment, the suspension is lifted, and your displayed rating is restored.

14. Quality Disputes

If the Client asserts that the work was left incomplete or unsatisfactory, the Client may open a dispute with a description and photo or video evidence captured through the live camera. The Job is placed under review while the dispute is pending, and final payment may be withheld.

Remedy for a quality dispute. Where Support determines, after human review of evidence submitted by the Client and by you, that a Job was performed deficiently, the amount charged to you is calculated, not tariffed. It is the sum of (a) the amount refunded or credited to the Client on account of the deficiency, and (b) the documented cost of any remediation JobsWorkers arranged and paid for. That sum is capped at the Gross Amount of the Job, and in no case exceeds it. JobsWorkers does not apply a fixed percentage, a scale, or any amount that exceeds the loss actually caused. No amount is charged as a penalty. Any amount credited to the Client is credited internally for use on the Platform; the Platform absorbs the Stripe processing fee and does not offer a commercial cash-out. Where you already collected payment in cash, an approved amount is debited from your Wallet and may leave it with a negative balance, governed by Section 9.6. In exceptional force-majeure situations, JobsWorkers may elect to absorb a cost itself; that election is discretionary and creates no precedent.

Notice before the charge. Before any amount is applied, JobsWorkers will notify you of (i) the conduct alleged, (ii) the evidence relied on, (iii) the exact amount and how it was calculated, and (iv) the date on which it will be applied, which will be no earlier than fourteen (14) days after the notice. The amount is not debited during that period.

Appeal. You may appeal within fourteen (14) days of the notice. An appeal suspends the debit until it is decided. JobsWorkers will decide the appeal within forty-five (45) days of receiving it, extendable once by a further forty-five (45) days where JobsWorkers notifies you in writing within the first period and states the reason. The appeal is decided by a person who did not take the original decision. If the appeal succeeds, any amount charged is reversed in full to its source, any hold is released immediately, and no record of the determination is retained in your reputation on the Platform.

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.

15. 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. Your review of a Client is final once submitted. The Client may edit their review of you once, within one (1) month of completion; the edited review replaces the original.

Your displayed rating is derived from your published reviews, including any automatic one-star reviews under Section 11.3 and any rating reduction under Section 13. You may not manipulate reviews, offer anything of value in exchange for reviews, retaliate against Clients for reviews, or submit reviews of yourself through other accounts.

16. Communications, Chat, and Platform Integrity

16.1 Chat window

The in-app chat with a Client 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 Client; they are routed to JobsWorkers support, which decides whether to reopen the conversation.

16.2 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 Clients 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; you may not use the Platform to obtain a Client's number for direct calls.

16.3 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.

16.4 No circumvention

You will not solicit, arrange, accept, or perform services off the Platform for a Client you met through the Platform where the purpose or effect is to avoid the Commission, and you will not encourage Clients to cancel Jobs in order to transact off-platform. Circumvention is a material breach and grounds for termination and recovery of the Commissions avoided.

16.5 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, Job requests and reminders, status updates, payout notices, 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.

17. Your Content and Conduct

You are responsible for the content you provide (profile, description, photographs, Credentials, Quotes, 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. Your public profile may also be accessible through a shareable link outside the application. You are responsible for ensuring that the services you list, and the way you describe them, comply with the advertising and licensing rules of each jurisdiction where you offer them.

While using the Platform you will: comply with all applicable laws; treat Clients with respect and without discrimination or harassment; not attend a Job under the influence of alcohol or drugs; not carry out work materially different from the confirmed scope without an accepted amendment; 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.

17.1 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.

17.2 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.

18. Suspension and Termination

18.1 By JobsWorkers

JobsWorkers may suspend or terminate your account, remove you from matching, or restrict features, with notice where practicable, if it reasonably believes that: you breached these Terms (including Sections 6, 7, 13, and 16); you offered or performed a service without a legally required license; your identity verification failed or produced disqualifying results; you posted objectionable content or behaved abusively toward another user, as described in Section 17; your conduct creates risk of harm to Clients, third parties, or the Platform; or suspension is required by law. An amount you owe JobsWorkers is not a ground for suspension, termination or removal from matching under this Section 18.1: it is governed exclusively by Section 8.7.

18.2 Effect of suspension

While suspended, you may not receive new Job requests or submit new Quotes. Unless JobsWorkers directs otherwise for safety reasons, Jobs already confirmed at the time of suspension must be completed or cancelled in accordance with Section 11.

18.3 By you

You may stop using the Platform and close your account at any time, subject to completing or properly cancelling your confirmed Jobs and settling any negative balance. Closure does not affect obligations that by their nature survive.

18.4 Survival

Sections 5, 6, 9.5, 9.6, 9.11, and 13 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 live location while you are en route to a Job, 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 AND DOES NOT GUARANTEE ANY VOLUME OF JOBS, CLIENTS, OR EARNINGS. JOBSWORKERS DOES NOT SCREEN CLIENTS BEYOND WHAT IS DESCRIBED IN THESE TERMS AND MAKES NO REPRESENTATION ABOUT ANY CLIENT. THE PLATFORM IS NOT AN EMERGENCY SERVICE.

JobsWorkers is not responsible for any failure or delay in the operation of the Platform caused by events beyond its reasonable control, including acts of God, natural disasters, epidemics, labor disputes, governmental actions, internet, telecommunications, 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 services or your performance or non-performance of any Job; (b) your breach of these Terms, of a Service Agreement, or of applicable law; (c) the inaccuracy or falsity of any Credential, declaration, or information you provide; (d) your interaction with any Client or third party; or (e) your taxes or your classification-related obligations as an independent business.

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 RETAINED BY JOBSWORKERS IN RESPECT OF YOUR JOBS 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). 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") before a single arbitrator, under the AAA Consumer Arbitration Rules (or, where the AAA determines that other AAA rules apply to the dispute, those rules), in each case as modified by this Section 23. This agreement to arbitrate is governed by the Federal Arbitration Act; if for any reason the Federal Arbitration Act is held not to apply, the arbitration law of the State of Delaware applies. The arbitrator — and not any court — has exclusive authority to resolve disputes about the interpretation, applicability, or enforceability of this arbitration agreement, except as provided in Sections 23.4 and 23.8. 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. If the AAA is unavailable or declines to administer an arbitration under this Section, the parties will agree on an alternative administrator; if they cannot agree within thirty (30) days, one will be appointed by a court under Section 24.

23.3 Arbitration fees

Payment of AAA filing, administrative, and arbitrator fees is governed by the applicable AAA rules, provided that, for claims you bring in good faith, JobsWorkers will pay the portion of those fees that exceeds the amount you would have paid to file the claim in a court of competent jurisdiction, unless the arbitrator finds that the substance of your claim or the relief sought was frivolous or brought for an improper purpose. Each party bears its own attorneys' fees except where applicable law provides otherwise.

23.4 Coordinated arbitration demands

If twenty-five (25) or more demands for arbitration are filed against JobsWorkers raising similar claims and brought by or with the assistance of the same or coordinated counsel, the demands will be administered under the AAA Mass Arbitration Supplementary Rules and the applicable AAA mass arbitration fee schedules, as modified by this Section: first, up to ten (10) demands — selected half by the claimants' counsel and half by JobsWorkers — will proceed to arbitration, each conducted as a full, individual, bilateral arbitration whose outcome binds only the parties to that arbitration and has no preclusive effect on any other demand; the parties will then mediate the remaining demands in good faith, informed by those results; and if demands remain unresolved, the staged process repeats until all demands are resolved. AAA fees for a demand become due only when that demand enters an active stage, and all applicable statutes of limitations are tolled for demands awaiting a stage. Nothing in this Section limits any claimant's right to a full individual arbitration of their own demand under the

applicable AAA rules. A court under Section 24, not the arbitrator, resolves any dispute concerning this Section 23.4.

23.5 Class action waiver

YOU AND JOBSWORKERS EACH WAIVE THE RIGHT TO A TRIAL BY JURY AND 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.

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

Either party may (a) bring an individual claim in small-claims court, and (b) seek injunctive or equitable relief in a court of competent jurisdiction to protect intellectual property or to address unauthorized access to the Platform. In addition, (c) a dispute alleging conduct constituting a sexual assault dispute or a sexual harassment dispute may, at your election, be brought in a court of competent jurisdiction notwithstanding this Section, consistent with 9 U.S.C. Sections 401 and 402, and the class action waiver in Section 23.5 does not apply to such a dispute. Further, (d) to the extent applicable law provides that a claim for public injunctive relief cannot be waived or arbitrated, that claim may be pursued in a court of competent jurisdiction after all other claims have been resolved in arbitration, and shall be stayed in court 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 and Venue

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. 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 any claim proceeds in court rather than arbitration, each party waives, to the maximum extent permitted by law, its right to a trial by jury.

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 to the Commission rate and to payment terms apply as provided in Section 9.10. Other changes do not apply retroactively to Jobs confirmed before their effective date, and changes to Section 23 do not apply to any dispute 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 role as a Provider 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.

BY CLICKING "I AGREE" OR USING THE PLATFORM AS A PROVIDER, YOU ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTOOD THESE TERMS — INCLUDING THE INDEPENDENT-CONTRACTOR PROVISIONS, THE SWORN DECLARATION EXECUTED UNDER PENALTY OF PERJURY, AND THE ARBITRATION AGREEMENT AND CLASS ACTION WAIVER — AND AGREE TO BE BOUND BY THEM.

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