

Side Work LLC (“SideWork”, Side Work, “we”, “our”, “us”) provides the www.getsidework.com site, www.Sidework.app site, mobile app, web app and various related websites and services (this “Application”) subject to your (“User”, “you”, “your”, “Sideworker”) compliance with all the terms, conditions, and notices contained or referenced herein (the “Terms of Use”). In addition, when using particular services on this Application, Users shall be subject to any posted guidelines or rules applicable to such services that may contain terms and conditions in addition to those in these Terms of Use. All such guidelines or rules are hereby incorporated by reference into these Terms of Use.

In order to take advantage of our Application and make Service Requests, you must become a registered User by signing up for an account and password. The information you complete when using the online registration form will be used to set up this account. It is required that as a registered User, you provide us with accurate and complete information about yourself and update this information whenever it changes. We have the right to reject any user, application or registration for any reason at any time. Your account may not be transferred or shared with any other person or business and you must protect your account password. By having a User account, you accept all responsibility or any use and activity associated with your account. By registering for this account you agree you are either at least 18 years old or have obtained consent to use our app from a legal guardian in accordance with applicable local laws. Your account information will be shared with third parties that partner with us for certain features of the Application. Your account information is subject to our Privacy Policy, which is specifically incorporated by reference into our Terms of Use. SideWork is designed and meant to be used by adults over the age of 18 years.

BY COMPLETING THE REGISTRATION PROCESS AND/OR USING THIS APPLICATION, YOU AGREE TO BE BOUND BY THESE TERMS OF USE. IF YOU DO NOT WISH TO BE BOUND BY THE THESE TERMS OF USE, PLEASE EXIT THE APPLICATION NOW. THE REMEDY FOR DISSATISFACTION WITH THIS APPLICATION, OR ANY SERVICES, CONTENT, OR OTHER INFORMATION AVAILABLE ON OR THROUGH THIS APPLICATION, IS TO STOP USING THE APPLICATION. YOUR AGREEMENT REGARDING COMPLIANCE WITH THESE TERMS OF USE BECOMES EFFECTIVE IMMEDIATELY UPON COMMENCEMENT OF YOUR USE OF THIS APPLICATION.

These Terms of Use are effective as of January 1st, 2024. We reserve the right to change these Terms of Use from time to time without notice to you. You acknowledge and agree that it is your responsibility to review this Application and these Terms of Use periodically and to be aware of any modifications. Your continued use of this Application after such modifications will constitute your acknowledgement of the modified Terms of Use and agreement to abide and be bound by the modified Terms of Use.

Children’s Online Privacy Protection Act – (“COPPA”) requires online services obtain parental consent before knowingly collecting personally identifiable information from children that are

under the age of 13. If you believe that a child under 13 has provided SideWork with personal information, please contact us at Support@SideWork.app. If we learn we have collected information from someone under the age of 13, we will immediately delete the information from our servers to the best of our abilities. If you are under the age of 13, you are not allowed to use our SideWork Application. Do not further try to access or sign up for an account with Side Work LLC or any affiliate websites.

YOU MAY NOT USE OUR SERVICES IF YOU ARE NOT OF LEGAL AGE TO FORM A BINDING CONTRACT. PLEASE READ THIS AGREEMENT CAREFULLY AS IT CONTAINS IMPORTANT INFORMATION REGARDING YOUR LEGAL RIGHTS, REMEDIES AND OBLIGATIONS. THESE INCLUDE, BUT ARE NOT LIMITED TO, VARIOUS LIMITATIONS AND EXCLUSIONS, AND INDEMNITIES.

Description of Services

SideWork assists various service providers available on this application to connect users with Service Providers in their market and surrounding areas to perform personal, home and business services. Such services include, but are not limited to, handyman, handywoman, landscapers, notaries, cleaning services, power/pressure washing, animal waste removal, exterior/interior cleaning, exterior/interior painting, snow removal, pool related services, light construction, remodeling and mobile car services, ie detailing, oil changes etc. (the "Services") Fees related to the work performed for the various Services are set by an agreement between the User and the Service provider or "SideWorker" they hire. You are solely responsible for providing, at your own expense, all equipment necessary to use the Application, including a mobile device, computer, and your own Internet access, Side Work LLC and Its DBA Sidework application reserves the right to modify or discontinue the Application, including any features therein, at any time with or without notice. Modifications may include, but are not limited to, changes in the pricing structure and the addition, deletion or change of Services. SideWork shall also not be liable to you or any third party should it exercise such right. Any new changes or modifications shall be subject to these Terms of Use. Temporary interruption of the services available through this application may occur. SideWork has no control over third party networks you may access in the course of the use of this application, and therefore, delays and disruption of network transmissions are completely beyond our control. You understand and agree that the Services available on this Application are provided "AS IS" and that we assume no responsibility for the timeliness, deletion, miss-delivery or failure to store any user communications or personalization settings. We are not responsible for the performance of services by service providers or side workers. , nor do we have control over the quality, timing, provision or failure to provide, or any aspect whatsoever relating to the identification, request, or provision of Services. Services listed within the SideWork Application are not provided or performed by SideWork, its employees, agents, officers or anyone affiliated with SideWork. In order to use this Application and service, you must become a registered User by creating a User Account. This Saas application is accessible from multiple mobile device makers.

Registration – In order to access the Services on the Application, a User is required to setup an account and password, which is obtained by completing the SideWork online registration form. The User is required to update their Registration Data whenever a change occurs. By registering, you agree that all information provided in the Registration Data is true and accurate and that you will maintain and update this information as required in order to keep it current, complete and accurate. SideWork reserves the right to reject any registration. You must be at least the age of majority in the jurisdiction in which you reside. By providing Registration Data, you signify that you are at least the age of majority and acknowledge that you may not use the Services if you are under the age of majority. You also grant us the right to disclose to third parties certain Registration Data about you. The information SideWork obtains through a User's Registration Data is subject to the SideWork Privacy Policy, which is specifically incorporated by reference into these Terms of Use.

Service Request – A User may use the Service by logging into the Application and starting a new custom Project. (a "Request" or "Project") The SideWork Application will ask the user for a title, description, address and offered bid price for the project. Once the User selects the Service they will be able to specify specific details including the time frame for completion. The User will also be able to add photos or video of the services to be performed. When making a project Request the User shall specify a time frame when they want the Service to be performed from our available buttons or free form text input. This time frame is used as a general guideline for the project and Side Work LLC is not responsible for ensuring these time frames are followed. Our method of allowing how a user chooses the time frame may change at any time without notice. Once a User has submitted a Request, the Users project will be placed into the marketplace. As Side Workers submit bids to be hired, a User will have the opportunity to review the Side Workers profiles and have the option to hire a Side Worker if desired. Users and Side Workers can freely communicate through our in app chat feature during this entire process. Side Work LLC will have the ability and right to monitor these conversations to ensure there is no breach of the Side Work LLC terms.

Custom Projects – When a User submits a custom project Request, it is the Users responsibility to fully explain the project in detail with complete and accurate responsibilities for the hired individual. It is the Users responsibility to not post a project that could cause danger or is unsafe for any hired parties. Side Work LLC does not take any responsibility in ensuring projects are complete and the User should communicate thoroughly with the hired party to complete the project to their complete and accurate Request. Side Work LLC will not collect any tax, and it will be the Side Worker's responsibility to pay any taxes that should be collected from services provided by them.

Cancelling Services – Users and Side Workers are able to cancel a project at any point during the life cycle of the project. If a Side Worker cancels a project, Side Work LLC will request a reason that can be given to the User and be used to help future users determine whether or not to hire them. The User will also optionally have the opportunity to review the worker to help future users understand why they cancelled the project. If a User cancels a project, the Side Worker will have

the optional opportunity to review the user to help future Side Workers understand why the project was cancelled.

Rating of Side Workers and Users – Users and Side Workers will be required to give a 1-5 Star rating and an optional review of each other when a project is completed. Side Work LLC reserves the right to moderate these reviews and remove any that are deemed inappropriate or inaccurate in the sole discretion of Side Work LLC. These ratings and reviews will be made available to future Users and Side Workers during use of the Application.

Payment of Fees – When a Side Worker has completed a Service, Side Work LLC will allow our third party payment processor to bill the User's credit card for the full amount of the project fees set by the User and Side Worker, as well as any related Side Work LLC Application fees and payment processing fees shown at time of payment. Users agree to provide Side Work LLC with accurate and complete billing information, including valid credit card information, the User's name, address and telephone number, and to promptly notify Side Work LLC of any changes in such information. If, for any reason, a User's credit card company refuses to pay the amount billed for the Service, a User agrees that Side Work LLC may, at its option, suspend or terminate a User from use of the Application and require the User to pay the overdue amount by other means acceptable to Side Work LLC. Side Work LLC may charge a fee for reinstatement of suspended or terminated accounts. In the event legal action is necessary to collect on balances due, Users agree to reimburse Side Work LLC for all expenses incurred to recover the sums due, including attorney fees and other legal expenses.

Payment Processor – Users are required to provide their credit card or bank account details when paying for services or collecting payouts from services performed. By doing so, a User authorizes Side Work LLC to provide this information to the third party payment processor (the "Payment Processor"). Side Work LLC uses a third party Payment Processor "Stripe" to handle all transactions, and all billing information is retained by them including, but not limited to, credit card numbers, bank account and routing numbers. Side Workers are required to provide at least the last four digits of their Social Security Numbers to ensure identity through Stripe. Side Work LLC does not store sensitive billing information. Payment processing services for the account holders on Side Work LLC, which are provided by Stripe, are subject to the Stripe Connected Account Agreement, which includes the Stripe Terms of Service (collectively, the "Stripe Services Agreement"). By agreeing to these terms or continuing to operate as a User on Side Work LLC, you agree to be bound by the Stripe Services Agreement, as the same may be modified by Stripe from time to time. As a condition of Side Work LLC enabling payment processing services through Stripe, you agree to provide Side Work LLC with accurate and complete information about yourself, and you authorize Side Work LLC to share it, and transaction information related to your use of the payment processing services provided by Stripe. The payment processors terms govern your use and interaction with the payment processor. Side Work LLC is not liable for any Users use or

access to the payment processor. Under no circumstance does Side Work LLC or our third party partners act of handling payments give us, or them, any responsibility on Services performed.

Changes to Side Work LLC Application – Side Work LLC may update, add, remove, suspend, or change any content or features of the Application at any time. These changes may not be brought to your attention and can happen without notice. Third party partners may also make changes to their services at any time without notice and Side Work LLC is not responsible for making you aware of these changes. As we try to keep our Application up to date, we make no representation that it is, and have no obligation to do so.

Termination – A User may terminate their account with Side Work LLC at any time. At our discretion, we may also terminate any User or Side Worker account for any reason not prohibited by law. Side Work LLC may also refuse access to our Application to any User for any reason not prohibited by law. After termination of account, these terms will remain in full affect regardless of which party initialized the account termination. A Side Worker that continually receives ratings and reviews that fall below a standard determined by Side Work LLC with accordance to these terms, will be suspended or terminated from the Application.

Intermediary – Side Work LLC and our Application is merely a Application to connect individuals looking for help around their property and home with another individual or company willing to perform the work. We provide a way for Side Workers to collect payment and a way for Users to pay for Services. In no way does this make us liable or responsible for the performance or quality of any work done by a Side Worker. We do not endorse Side Workers, and their performance and customer reviews solely dictate their ratings by Users who have previously employed the Side Worker. It is the Users responsibility to review each profile before they hire them and it is under the Users sole discretion whether or not to request Services by a Side Worker.

Dispute Resolution – Side Work LLC is simply a Application to connect Side Workers with Users. When a Side Worker is hired by a User, they have entered into a contract between themselves for that Service. If there is a dispute after a provision of Services by a Side Worker, the User must try to resolve the dispute with the Side Worker by contacting them inside the Application within 24 hours of the completed service. If there is no resolution, the User may contact Side Work LLC at Support@sidework.app and we will try to assist in resolving the dispute. As each projects contract is between User and Side Worker, both parties agree to hold Side Work LLC harmless and release us from any and all claims, demands, actual or consequential damages of all kinds, known and unknown, suspected and unsuspected, direct and indirect, disclosed or undisclosed, in connection with any disputes that may arise from such projects and services./Support@sidework.app

User Dispute and Release – If a dispute arises between a User and a Side Worker or any other third party over the Services performed, including personal injury or damage to property, a User's recourse is solely against the Side Worker who performed the Service, and under no circumstances is Side Work LLC liable. You also agree that Side Work LLC has no obligation to become involved with any such dispute that may arise. In such case that a dispute does arise, you release Side Work LLC, its officers, employees, agents, and successors from any demands, requests, claims, legal actions, and damages of all and any sort, known or unknown, disclosed or undisclosed, suspected or unsuspected, arising out of or in any way related to such dispute and our Application or services. You agree to only seek recourse against the Side Worker in any event that there is damage to you or your property during any Service, including without limitation to, physical damages, bodily injury, death, emotional distress, or discomfort.

Availability and Malfunction – As Side Work LLC works to improve our Application; part of or the whole Application may be temporarily unavailable at any time, for any reason. We do not assume any responsibility for any disruption whatsoever which may include, but not limited to, interruptions in transmissions, communications issues, theft, deletion, alteration, destruction or unauthorized access. Side Work LLC uses a large connection of infrastructure and has no responsibility for any problem or malfunction that may come to from any part of this infrastructure which may include, but not limited to, online systems, servers, providers of services, computers, software, email, or overloading of Internet traffic.

No Guarantee – Side Work LLC and its third party partners make no representations or warranties regarding any content created by us or other parties on our Application for any Services provided within our Application. We are not responsible or liable for the accuracy of materials within the Application. WE MAKE NO WARRANTY OR REPRESENTATION OF ANY SIDE WORKERS ABILITY, LICENSE, WORKMANSHIP, INTEGRITY, CERTIFICATION, QUALITY OF SERVICE, PROFESSIONALISM, PROOF OF INSURANCE, IDENTIFICATION, OR TIMELINESS. ANY SERVICE PROVIDED TO A USER BY A SIDE WORKER IS PROVIDED "AS IS" AND SIDE WORK LLC OFFERS NO WARRANTY ON ANY SERVICE WHATSOEVER. A USERS PURCHASE OF SERVICES THROUGH OUR APPLICATION ENTERS THE USER INTO A CONTRACT FOR SERVICES FROM THE SIDE WORKER AND WE HAVE NO RESPONSIBILITY OR MAKE ANY REPRESENTATION CONCERNING THE SERVICES PERFORMED. WE DO NOT GUARANTEE THAT THE SIDE WORKER HOLDS THE PROPER LICENSE, INSURANCE, WORKERS COMPENSATION, OR MAINTAINS SUCH UP TO DATE. SIDE WORK LLC DISCLAIMS ANY GUARANTEES WHETHER WRITTEN, EXPRESSED, OR IMPLIED, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF TITLE, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR MERCHANTABILITY. SIDE WORK LLC DOES NOT GUARANTEE ANY SPECIFIC RESULTS FROM THE USE OF OUR APPLICATION AND CANNOT GUARANTEE THE SUCCESSFUL COMPLETION OF ANY PROJECT OR SERVICE REQUESTED BY A USER. USERS SHOULD ALWAYS EXERCISE CAUTION AND USE PROPER PRECAUTIONS WHEN USING THIS APPLICATION, AS WE CANNOT GUARANTEE THAT THE APPLICATION IS ERROR FREE, COMPLETE, RELIABLE, AND FREE OF VIRUSES OR OTHER HARMFUL IDENTITIES. IT IS THE USERS RESPONSIBILITY TO HAVE PROFESSIONALLY INSTALLED VIRUS SOFTWARE ON THEIR DEVICE TO

DETECT AND WIPE CLEAN ANY POTENTIAL SECURITY RISKS. THE SITE COULD INCLUDE TECHNICAL OR OTHER MISTAKES, INACCURACIES OR TYPOGRAPHICAL ERRORS. SIDE WORK LLC MAY MAKE CHANGES TO THE SERVICES LISTED ON THE SITE, INCLUDING THE PRICES AND DESCRIPTIONS OF ANY SERVICES LISTED AT ANY TIME WITHOUT NOTICE. THE SERVICES LISTED ON THE SITE MAY BE OUT OF DATE, AND SIDE WORK LLC MAKES NO COMMITMENT TO UPDATE SUCH SERVICES.

Limitation on Liability – TO THE FULLEST EXTENT ALLOWABLE BY GOVERNING LAW, UNDER NO CIRCUMSTANCES OR LEGAL THEORIES, WILL SIDE WORK LLC, ITS MEMBERS, PARTNERS, OFFICERS, AGENTS, DIRECTORS, EMPLOYEES, AFFILIATES, SERVICE PROVIDERS, OR LICENSORS, BE HELD LIABLE FOR ANY DAMAGES OF ANY KIND, WHETHER INDIRECT, DIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE, INCLUDING DAMAGES FOR LOSS PROFITS, WORK STOPPAGE, ACCURACY OF RESULTS, COMPUTER FAILURE, PAIN AND SUFFERING, EMOTIONAL DISTRESS, PERSONAL INJURY, LOSS OF USE, LOSS OF DATA, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, AND WHETHER CAUSE BY TORT, BREACH OF CONTRACT OR OTHERWISE, EVEN IF FORESEEABLE, OR ANY MATTER BEYOND OUR REASONABLE CONTROL. THE AGGREGATE LIABILITY OF SIDE WORK LLC, ITS MEMBERS, PARTNERS, OFFICERS, AGENTS, DIRECTORS, EMPLOYEES, AFFILIATES, SERVICE PROVIDERS, OR LICENSORS TO A USER OR SIDE WORKER FOR ANY AND ALL CLAIMS ARISING FROM USING OR INABILITY TO USE ANY PART OF THE SIDE WORK LLC APPLICATION OR ANY PART HEREIN THESE TERMS, WHETHER IN CONTRACT, TORT, OR OTHERWISE, TO THE FULLEST EXTENT PERMITTED UNDER GOVERNING LAW, SHALL BE LIMITED TO \$100. IN THE EVENT THAT YOUR STATE DOES NOT ALLOW EXCLUSION OR LIMITATIONS OF SPECIFIC DAMAGES, THE ABOVE MAY NOT APPLY TO YOU. THESE PROVISIONS OF LIMITATION ARE MEANT TO ALLOCATE THE RISKS BETWEEN THE PARTIES UNDER THESE TERMS OF USE AND IS AN IMPORTANT PART OF THE POTENTIAL GAINS BETWEEN BOTH PARTIES. EACH PROVISION IS SEVERABLE FROM ONE ANOTHER AND CONSIDERED INDEPENDENT.

No Agency – Side Work LLC, Users, and Side Workers, are independent contractors and this agreement or use of our Application does not form any type of partnership, employment, joint venture, subcontractor, contractor, or agency. Side Work LLC does not form any such relationship with any persons using our Application.

Privacy – Side Work LLC takes your privacy very seriously and it is required that you review our Privacy Policy which can be found here . In special cases of complying with any such legal process by governing law, protecting against any person or user, we may have the obligation to, in good faith, access and disclose your account data. Users also acknowledge that this is an Internet Application and your information is transmitted over third party networks that may be out of our control.

Governing Law; Venue and Jurisdiction – Any claim arising out of or in connection with this Agreement will be resolved by binding Arbitration under the rules of the American Arbitration Association. The Arbitration will take place in Phoenix, Maricopa County, Arizona. Except for claims settled by Arbitration, this agreement is governed and interpreted by the laws of the State of Arizona, of The United States of America, for any dispute of any sort that may arise between a User/Side Worker or service provider and Side Work LLC. All Users agree the exclusive personal jurisdiction and venue in the state of Arizona.

Dispute Resolution and Arbitration – Any disputes a User has with Side Work LLC must first be brought to our attention by e-mailing us at Support@sidework.app with a full description of the matter in dispute. We will attempt to resolve any disputes as efficiently and quickly as possible. If your dispute is not resolved within 30 days of bringing it to our attention, you agree to resolve any claims through binding arbitration. In order to settle any claims in connection with this agreement in the fastest and most cost effective manner, you agree that any claims that are not settled informally, will be decided by binding arbitration. Any election to arbitrate by one party shall be final and binding on the other. YOU UNDERSTAND THAT ABSENT THIS PROVISION, YOU WOULD HAVE THE RIGHT TO SUE IN COURT AND HAVE A JURY TRIAL. This arbitration will be commenced and conducted under the rules of the American Arbitration Association (“AAA”). These rules can be found at the AAA website www.adr.org. The arbitration will be held Maricopa County, Arizona, USA. BY ENTERING INTO THIS AGREEMENT, YOU AND SIDE WORK LLC BOTH AGREE THAT ALL CLAIMS AND DISPUTES MUST BE RESOLVED UNDER THESE TERMS, IN WHICH YOU WAIVE ANY CONSTITUTIONAL OR STATUTORY RIGHT TO GO TO COURT WITH A TRIAL BY JURY OR IN FRONT OF A JUDGE, OR CLASS ACTION, OR REPRESENTATIVE BASIS. Furthermore, the arbitrator may not consolidate more than one person’s claims, preside over any class or other form of representative proceeding, to the fullest extent permitted under applicable law.

Statute of Limitations – By agreeing to these terms, you accept that any claim under the agreement must be acted upon within one year of the act that caused the claim.

Exceptions – You and Side Work LLC agree that the following disputes are not subject to the above provisions concerning informal negotiations and binding arbitration: (1) to file suit in a court of law to protect intellectual property from an infringement claim; (2) any disputes arising from, piracy, unauthorized use, theft allegations, or breach of privacy; and (3) seek claim for injunctive relief.

Indemnity – To the fullest extent allowed by applicable law, you agree to defend, indemnify, and hold harmless Side Work LLC, its members, partners, officers, agents, directors, employees, affiliates, service providers, licensors, contractors, and successors from and against any and all loss, liability, claim, damages (actual and consequential), costs and expenses, including attorney’s fees, arising out of or in any way related to your use or conduct in connection with the Application, or any violation of these terms, any applicable law, or any action by a third party.

Electronic Communications – When registering for an account or contacting us you are communicating with us electronically. This agreement gives us consent to communicate to you electronically and will do so by the email address you provide through signing up for a user account. We may also communicate through postings on our Application. By accepting these terms you agree that any agreements, notices, disclosures, or any other communications that are provided electronically fully satisfy any such legal requirement that says these communications be in writing.

Mobile Phone Use – By providing your phone number during User account registration, you agree that we may contact you for any reason relevant to our Application. You agree that you may not request the Side Workers phone number and by doing so is a breach of the terms of this Agreement and may result in the termination of a User's access to the Application. You understand and acknowledge that by using the Application and receiving mobile communications, that standard charges from your wireless carrier may apply.

Google Services – When using the Side Work LLC Application you will access Google's Map Service for location based activities. By using the Application, accessing the Google Maps Service, and agreeing to these Terms of Use, you are explicitly agreeing to be bound by the Google Maps/Google Earth Additional Terms of Service and Google's Privacy Policy.

Notice Regarding Apple – You and Side Work LLC acknowledge that these terms are concluded between you and Side Work LLC only, and not with Apple. Apple is not responsible for any part of the application or site, or any content within. The application license is granted to you on a non-transferable license to use our application on any Apple-branded product that you may own or control and as permitted by the Usage Rules set forth in the App Store Terms of Service. Apple has no responsibility for any warranties related to this application. If the application fails to conform to any applicable warrant, you may notify Apple, and Apple will refund the purchase price, if any, of the application from the App Store, to you. Side Work LLC, not Apple, is responsible for addressing any claims you or any third party may have in relation to the application. In the event of any third party claim that the application or your possession and use of the application infringes that third party's intellectual property rights, Side Work LLC, not Apple, will be solely responsible for the investigation, defense, settlement, and discharge of such intellectual property infringement claim. You represent and warrant that you are not located in a country subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country, and you are not listed on any U.S. Government list of prohibited or restricted parties. Any complaints or claims with respect to the application should be directed to Support@sidework.app, not Apple. You must comply with applicable third party terms of agreement when using this application. You agree that Apple, and Apple's subsidiaries are third party beneficiaries of this agreement, and that, upon your acceptance of these terms, Apple has the right to enforce

these terms against you as a third party beneficiary thereof. By accepting these terms, you acknowledge and agree to all and every statement listed above.

Merger or Acquisition – In the case that Side Work LLC is acquired or transferred as part of a merger, acquisition, or other change of control, you acknowledge and agree that the succeeding entity will maintain the rights under these terms and that your personal information from your account and this Application will be transferred in this transaction.

Assignment – This agreement may not be assigned or transferred by you to any other User, individual, or company without written consent by Side Work LLC.

Interpretation – Headings and captions appearing in this Agreement are for convenience only. In no way whatsoever, do they limit, amplify, modify, or otherwise affect these terms or provisions of this agreement. Words that may insinuate gender should remain neutral and include all persons. Any singular word includes the plural as well. “Or” is not used exclusively while the word “including” is not to be limiting. When “you” or “we” are used, it will mean an individual, partnership, corporation, or any other entity and vice versa.

Service Providers (Side Workers)– In addition to The Terms of Use above, the following terms and conditions are applicable to those who sign up to become SideWorker. Whether or not you initially sign up as a User or a SideWorker, by registering as a SideWorker, you signify that you have read, understand and agree to be bound by these additional Terms of Use in all respects.

IT IS ADVISED THAT YOU READ THESE ADDITIONAL TERMS AND CONDITIONS CAREFULLY AS THEY CONTAIN IMPORTANT INFORMATION REGARDING YOUR LEGAL RIGHTS, REMEDIES AND OBLIGATIONS AS A SIDE WORKER. IF YOU DO NOT WISH TO BE BOUND BY THE THESE TERMS OF USE, PLEASE EXIT THE SITE OR APPLICATION NOW. YOUR REMEDY FOR DISSATISFACTION WITH THE TERMS OF USE, OR ANY CONTENT, OR OTHER INFORMATION AVAILABLE ON OR THROUGH THE SITE, IS TO WITHDRAW AS A SIDE WORKER AND USER. YOUR AGREEMENT WITH US REGARDING COMPLIANCE WITH THESE TERMS OF USE BECOMES EFFECTIVE IMMEDIATELY UPON COMPLETION OF YOUR REGISTRATION AS A USER OR SIDE WORKER AND BEING ACCEPTED AS SUCH BY SIDE WORK LLC.

Equipment for Services – As a SideWorker you are solely responsible for providing, at your own expense, all equipment necessary to provide the Service Requested by a User as well as materials necessary to perform the Service and such equipment necessary to use the Application, including a mobile device, computer and your own Internet access. Side Work LLC is not responsible for reimbursing you for any tools, materials, costs or expenses that you may incur while using our

Application. Side Work LLC warrants no responsibility for your equipment maintenance, malfunction, or failure whether before, during, or after a project you performed through the Application. It is the Side Worker's responsibility to maintain, at your own expense, all necessary equipment you deem necessary to complete any and all projects you are hired for on the Application.

Registration – In order to become a Side Worker, an individual must complete a Side Worker online registration. ("Registration") Side Workers are required to update their Registration whenever a change occurs. By registering, you agree that all information provided in the Registration is true and accurate and that you will maintain and update this information as required in order to keep it current, complete and accurate. Side Work LLC reserves the right to reject any Registration. By Registering, you signify that you are at least the age of majority. You also grant Side Work LLC the right to disclose to third parties and Users certain information about you. By registering as a Side worker, you give us consent to conduct background checks and criminal record checks on you from time to time, without notice. The information Side Work LLC obtains through a Side Workers Registration is subject to the Side Work LLC Privacy Policy, which is specifically incorporated by reference into these Terms of Use. When the Registration has been completed and you are approved by Side Work LLC as a WideWorker, you will be eligible to be hired by Users to perform those Services for which a SideWorker or service provider has the ability to perform.

App/Mobile Phone Use – By providing your phone number during User account registration, you agree that we may contact you for any reason related to Side Work LLC. You also agree that when contacting a User through our in App chat service, that you only communicate about reasons related to an accepted Service, and never try to circumvent the Application. You agree that you may not disclose your phone number to a User and by doing so is a breach of the terms of this Agreement and may result in the termination of your access to the Application. You understand and acknowledge that by using the Application and receiving mobile communications, that standard charges from your wireless carrier may apply.

Standard of Service – In order to maintain a high standard for the Side Work LLC Application, it is required, and you agree to always perform at your highest level of ability and professionalism for any and all services. This includes arriving on time with all required equipment to complete the project, treat all User's property with respect, be professional and courteous to all individuals you may encounter while performing the Service, and utilize all safety precautions necessary. You agree to always perform Services yourself and never assign a Service to a third party or circumvent the Application in any way. If you cannot perform the Service, you must cancel the Service, as set forth in "Cancellation by Side worker" below.

Representation – As a Side worker, you are responsible for obtaining any necessary qualifications, training, licensing, or education to complete any Services for which you indicate you can perform.

You must have adequate experience in each Service you agree to perform. You are responsible for any damages resulting from your negligent performance of Services including but not limited to any property damage and personal injury. You must comply with all applicable local and state laws and regulations at all times applicable to the Services you are performing. If you ever feel unsafe during a Service project, you must cancel the project and contact Side Work LLC support immediately to explain the reason. **YOU ACKNOWLEDGE AND AGREE THAT SIDE WORK LLC IS NOT LIABLE FOR ANY INJURY OR DAMAGE THAT MAY OCCUR BEFORE, DURING, OR AFTER A SERVICE. SIDE WORK LLC WILL NOT BE HELD RESPONSIBLE OR LIABLE FOR ANY CLAIM, DAMAGE, OR INJURY WHETHER BY A USER OR SIDE WORKER RESULTING FROM A PAST, PRESENT, OR FUTURE SERVICE.**

Insurance – As a condition of being a Side Worker on the Application, you acknowledge and warrant that you have acquired and are in good standing with all necessary insurance needed to perform a Service. You agree that it is your responsibility to maintain these insurances which may include, but are not limited to, workers' compensation, liability with Side Work LLC as an additional insured, unemployment, and any other such policies with limits sufficient to cover and indemnify Side Work LLC, its partners, officers, agents, directors, employees, affiliates, service providers, and licensors.

Accepting Services – Upon a Side Worker bidding for a Requested Service, the posting User may accept the bid or counter the bid. If you are hired for the Requested Service, it is your responsibility to contact the User to discuss any additional details about the Service.

Agreement with User – A Side worker contract for the performance of the Service is with the User, not with Side Work LLC. Side Work LLC reserves the right to have another Side Worker complete the Service if Side Work LLC determines, in its sole discretion, that a Side Worker is unable to perform the Service requested by the User. You understand that User's will be given information about you including your name, photo, five star rating, and previous project reviews and photos.

Cancellation by User – If a User cancels a service within 24 hrs after hiring a Side Worker, the Side Worker will receive partial cancellation fee to be determined by SideWork LLC.

Side Worker Responsibilities – By submitting a bid, you are acknowledging your commitment to take full responsibility for completing a project if selected. It is imperative that you thoroughly comprehend the User's expectations and fulfill the responsibilities outlined before marking the project as complete in the app. In case of any uncertainties or questions regarding a project, proactive communication with the User is essential to gain a comprehensive understanding of the project criteria prior to commencement.

Cancellation by Side Worker – To maintain the integrity of the Application and your credibility as a Side Worker, it is strongly advised that you never cancel an accepted service request unless absolutely necessary. Since we cannot guarantee another Side Worker will select and complete a project any cancellation or failure to show up to a Service Request will negatively impact your rating in your profile. If we determine in our sole discretion that you are regularly cancelling accepted Service Requests, we reserve the right to suspend or terminate you as a Side Worker. When you cancel an accepted Service Request, you may be charged a fee that will be used to entice another Side Worker to pick up that Service Request to maintain the satisfaction of the requesting User.

Fees & Payment Terms Side Work LLC's third party payment processor will collect and process all fees and transactions for Services performed. You agree not to impose any other fees outside of the app. Attempts to negotiate payment or to obtain payment in any form from the User for the Service provided is a violation of this Agreement and are grounds for your termination by Side Work LLC as a SideWorker and Service provider.

Your payment is determined by the base price you and the User set when you are hired for a project. We reserve the right, in our sole discretion, to change the Side Work LLC fees for any Service from time to time without notice to you.

Application Fees – Side Work LLC will charge an Application fee (the "Application Fee"), which shall be a percentage of the base price for the Requested Service that is added into the total charged to the User. Such percentage will be determined with Side Work LLC's sole discretion and can change at any time without notice to you.

Payment Processing Fee – Our payment processor will charge a fee to securely handle payment within the Application. This will include a small percentage of the base price and a small nominal charge that is added into the total charged to the User. The processing fee may change without notice to you from time to time, subject to the contract between the Payment Processor and Side Work LLC.

Dispute over Service – You understand and agree that if a User makes a complaint to Side Work LLC concerning your Services or lack thereof, Side Work LLC reserves the right to withhold some or the entire fee until the complaint has been resolved between you and the User, deemed appropriate by Side Work LLC.

Obligation to Withhold Taxes – You acknowledge and agree that you are responsible for complying with income tax, sales tax and other applicable taxes on any payments you receive through Side

Work LLC for Services performed for a User. Further, you will be solely responsible for the timely payment of such tax and any interest or penalties. It is not the responsibility of Side Work LLC to prepare a 1099-MISC for you. If you receive more than \$20,000 in payments during a calendar year, you will be provided with a Form 1099-K. All Side workers will be able to access an overview of completed projects and payments within their profile on the Application. Side Work LLC may charge sales tax to the User for any applicable project. Side Work LLC is not responsible or liable for any taxes incurred from services provided by Side Workers excluding the income of Side Work LLC. If sales tax is not collected in the transaction, and it is deemed necessary at a later time, you will be responsible for covering all applicable taxes. It is your responsibility to pay all applicable federal, state, and local taxes resulting from your provision of Services. If it is determined that we should have withheld and/or paid any such taxes in which we did not withhold or pay, you must repay us or the requesting authority and hold Side Work LLC harmless to any resulting penalties or interest.

Non-Circumvention – You agree that for one year after performing or completing a Service for a User, you will not perform any Service for that User except through Side Work LLC.

Step In – In the event your provision of services falls below the standard of service, professionalism, and high quality of work required for the Side Work LLC Application, we have the right to assign your project to another Side Worker to step in and complete the project. In this case, you agree that the Side Worker, who stepped in and completed the project, has the right to the payment for the services instead of you.

No Guarantee – Side Work LLC makes no guarantee regarding the availability of work for a Side Worker, payment from Users, or income from the Services. With any and all projects performed through our Application, we cannot guarantee the safety of a Side Worker or Service provider and advise the Side Worker to only perform projects they feel comfortable doing and always use safe practices on location of the project and when traveling to and from. We do not guarantee that any Side Worker or User holds the appropriate or necessary authorizations, permits, training, or insurance, and advise both parties that it is their responsibility to ensure they are covered and up to date at all times while using the Application.

No Employment – Side Workers acknowledge and agree that no employment, joint venture, partnership, or agency relationship exists between a SideWorker and Side Work LLC as a result of this Agreement or use of the Application or Services. All Side Workers are independent contractors.

Entire Agreement – The terms above and our Privacy Policy constitute the sole and entire agreement between you and Side Work LLC regarding the use of our Application, and they supersede all and any prior agreements, understandings, and representations with respect to your

use and relationship with our Application. If any provision made in these terms are considered to be invalid, void, out of date, unenforceable, or unlawful, that provision will be deemed severable from the rest of the agreement, which will continue in effect. Failure to enforce any provision in these terms by Side Work LLC does not constitute a waiver of such provision in any instance.

PROCEEDING WITH REGISTRATION AND USE OF ANY PART OF THE SIDE WORK LLC APPLICATION, ACKNOWLEDGES THAT I HAVE READ AND UNDERSTAND THE ABOVE TERMS OF USE AS WELL AS THE PRIVACY POLICY AND AM LEGALLY BOUND BY ALL TERMS AND CONDITIONS HEREIN ABOVE AGREEMENT.