

Magic Jax Service App, LLC Terms of Use Agreement

These Terms of Use constitute a legally binding agreement (the “Agreement”) between you and Magic Jax Service App, LLC (“Magic Jax,” “we,” “us” or “our”) that governs your access or use of the applications, websites, content, products, and services (collectively, the “Magic Jax Service App”) made available by Magic Jax.

IMPORTANT: PLEASE REVIEW THE ARBITRATION AGREEMENT SET FORTH BELOW CAREFULLY, AS IT WILL REQUIRE YOU TO RESOLVE DISPUTES WITH MAGIC JAX ON AN INDIVIDUAL BASIS THROUGH FINAL AND BINDING ARBITRATION. BY ENTERING THIS AGREEMENT, YOU EXPRESSLY ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND ALL OF THE TERMS OF THIS AGREEMENT AND HAVE TAKEN TIME TO CONSIDER THE CONSEQUENCES OF THIS IMPORTANT DECISION.

By entering into to this Agreement, you expressly acknowledge that you understand this Agreement (including the dispute resolution and arbitration provisions below) and accept all its terms. IF YOU DO NOT AGREE TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT, YOU MAY NOT USE OR ACCESS THE MAGIC JAX PLATFORM.

1. The Magic Jax Service App.

Magic Jax PROVIDES A MARKETPLACE PLATFORM where persons who seek home, business, and delivery services (“Service Requester's” or “Requester's”) can be matched with persons, companies, or entities offering home, business, and delivery services (“Service Providers” or “Providers”). Requester's and Providers are collectively referred to herein as “Users,” and each User can create a User account that enables access to the Magic Jax Platform. For purposes of this Agreement, the services provided by Providers to Requester's that are matched through the Platform shall be referred to collectively as the “Services” or “Home Services”. Any decision by a User to offer or accept Services is a decision made in such User's sole discretion. Each Service provided by a Provider to a Requester shall constitute a separate agreement between such persons and/or entities.

2. Relationship with Magic Jax.

As a Provider on the Magic Jax Platform, you acknowledge and agree that you and Magic Jax are in a direct business relationship, and the relationship between the parties under this Agreement is solely that of Independent Contracting parties. As a Provider you and Magic Jax expressly agree that (1) this is not an employment agreement and does not create an employment relationship between you and Magic Jax; and (2) no joint venture, franchiser-franchisee, partnership, or agency relationship is intended or created by this Agreement. You have no authority to bind Magic Jax, and you undertake not to hold yourself out as an employee, agent or authorized representative of Magic Jax. Magic Jax does not, and shall not be deemed to, direct or control you generally or in your performance under this Agreement specifically, including in connection with your provision of Services, your acts or omissions, or your operation and maintenance of your service supplies. You retain the sole right to determine when, where, and for how long you will utilize the Magic Jax Platform. You retain the option to accept or to decline or ignore a Requester's request for Services via the Magic Jax Platform, or to cancel an accepted request for Services via the Magic Jax Platform, subject to Magic Jax then-current cancellation policies. With the exception of any signage required by law or permit/license rules or requirements,

Magic Jax shall have no right to require you to: (a) display Magic Jax names, logos or colors on your vehicle(s); or (b) wear a uniform or any other clothing displaying Magic Jax names, logos or colors. You acknowledge and agree that you have complete discretion to provide Services or otherwise engage in other business or employment activities. As a Provider you bear all your own expenses that are incurred in performing Services. You acknowledge and agree that you are responsible for and will pay all applicable federal, state and local taxes based on your provision of Services and any payments received by you.

3. Modification to the Agreement

Magic Jax reserves the right to modify any information referenced in the hyperlinks from this Agreement from time to time, and such modifications shall become effective upon posting. In the event Magic Jax modifies the terms and conditions of this Agreement, such modifications shall be binding on you only upon your acceptance of the modified Agreement. Continued use of the Magic Jax Platform or Services after any such changes shall constitute your consent to such changes. Unless material changes are made to the arbitration provisions herein, you agree that modification of this Agreement does not create a renewed opportunity to opt out of arbitration (if applicable).

4. Eligibility

The Magic Jax Platform may only be used by a person or organization, including an individual, corporation, limited liability company, partnership, sole proprietor or other entity, who can form legally binding contracts under applicable law. The Magic Jax Platform is not available to children (persons under the age of 18) or Users who have had their User account temporarily or permanently deactivated. By becoming a User, you represent and warrant that you are at least 18 years old or a legally registered entity and that you have the right, authority, and capacity to enter into and abide by the terms and conditions of this Agreement. You may not allow other persons or entities to use your User account, and you agree that you are the sole authorized user of your account.

Background Checks. Magic Jax checks the backgrounds of Providers via third party background check services. However, each Requester should exercise caution and common sense to protect its personal safety and property, just as you would when interacting with any person whom you do not know. BY USING THE MAGIC JAX PLATFORM, THE REQUESTER AGREES TO HOLD MAGIC JAX FREE FROM THE RESPONSIBILITY FOR ANY LIABILITY OR DAMAGE THAT MIGHT ARISE OUT OF THE PROFESSIONAL SERVICES. MAGIC JAX IS NOT RESPONSIBLE FOR THE CONDUCT, WHETHER ONLINE OR OFFLINE, OF ANY USER INCLUDING PROVIDERS OR REQUESTERS, AND WILL NOT BE LIABLE FOR ANY CLAIM, INJURY OR DAMAGE ARISING IN CONNECTION WITH ANY PROVIDER SERVICES.

5. Magic Jax Happiness Guarantee.

Claims: The Magic Jax Happiness Guarantee is available to Requesters and is the sole liability of Magic Jax to Requesters for the performance of Services. If you are not satisfied with the quality of the initial Service requested and paid for through the Magic Jax Platform, then Magic Jax will send another Provider to re-perform the Service ordered at no additional charge to the Requester

The Magic Jax Happiness Guarantee also provides certain limited additional protections. Pursuant to the Magic Jax Happiness Guarantee and subject to the below conditions and limitations, Magic Jax will compensate Requesters: (a) up to \$5,000 USD per occurrence for losses arising from property damage

as a direct result of negligence of a Provider during performance of a Service; or (b) up to \$5,000 USD for losses arising from theft of a Requester's property by a Provider during performance of a Service. The Requester is eligible for the Magic Jax Happiness Guarantee provided that the Requester reports the issue within seventy-two (72) hours of the Service appointment to our Magic Jax Help Center at www.magicjax.app/help. For Recurring Services, each Service is treated as a separate occurrence.

Guarantee Conditions & Exclusions; Your Primary Insurance. If you carry insurance that would cover you in the event of a claim, such as renter's insurance, homeowner's insurance, automobile insurance or an umbrella policy ("Personal Insurance"), You agree that your Personal Insurance is primary and the Magic Jax Happiness Guarantee is secondary. The Magic Jax Happiness Guarantee will only compensate for losses to the extent not otherwise covered by Your Personal Insurance.

Coverage Under the Magic Jax Happiness Guarantee. A Requester will be covered under the Magic Jax Happiness Guarantee for every Service, subject to the exclusions below, provided:

The Service is agreed to between a Requester and a Provider through the Magic Jax Platform, performed by the Provider hired by the Requester and paid for in full through the Magic Jax Platform.

Your Booking does not violate Magic Jax Terms of Use.

You have reported the claim within 72 hours of the Service, and your Magic Jax account is in good standing with no outstanding balances owed to Magic Jax or Providers.

What is excluded from the Magic Jax Happiness Guarantee? The "Magic Jax Happiness Guarantee" does not cover the following:

Losses arising out of acts of nature, including, but not limited to, pollution, earthquakes and weather-related events such as hurricanes and tornadoes.

Losses arising out of interruption of business, loss of market, loss of income and/or loss of use.

Losses for property damage and theft exceeding the original value and/or replacement value for such property, less any standard depreciation.

Losses arising from negligence of a Requester or third party.

Losses arising from a manufacturer's or a product's defects.

Losses from pre-existing damages or conditions of the item or property.

Losses arising from items supplied by the Requester or due to Requester recommendations (e.g., if a manufacturer recommends affixing furniture to a wall and a Requester declines to have furniture affixed).

Losses arising from flooding and/or water damage including mold, fungi or bacteria.

Losses arising from products containing hazardous or harmful materials, acts of terrorism, product liability, or pollution.

Losses of cash, third party gift cards, and securities.

Losses as a result of theft of property in excess of \$5,000 USD, or any other intentional wrongful act by a Professional.

Losses arising from normal wear and tear.

Losses for items that retain their functionality.

Losses based on sentimental and/or undocumented intangible value.

Losses related to repairs outside of the area where the Professional Services were performed.

Losses of pets, personal liability or damage to shared or common areas.

Losses arising from shipping costs and/or shipping of replacement items and/or taxes incurred in purchasing the original and/or replacement items.

Losses of theft without a valid police report, if requested by Magic Jax, and losses with insufficient documentation.

How to Submit a Claim. First report of a claim must be made within 72 hours after booking occurs. After submitting your first report, you will be asked to complete the full claim form within 7 days of receipt. We urge you to read through these terms and conditions prior to submitting a claim. All claims will be reviewed on a case-by-case basis. During Magic Jax claims assessment process, you may be required to provide written detailed: (i) proof of ownership of damaged/missing item (ii) proof of value of damaged/missing item and (iii) proof of damage or loss. If such information is requested, you will have 30 days from the date of the request to send Magic Jax the requested information. If you fail to provide the requested information within the 30-day time period and/or fail to contact Magic Jax to arrange for an extension of time, your claim will be considered closed. You also agree to: (i) protect and preserve any damaged property that is the basis of a claim from further damage, (ii) assist and allow Magic Jax or its insurers access to inspect and make copies, photographs and recordings of anything relating to the claim, (iii) accept repairs and/or remediation by a Provider, (iv) accept a replacement only if repairs are proven not to be an option, (v) submit requested materials by the dates outlined by the Magic Jax resolutions team, and (vi) accept a replacement item subject to the standard depreciation of that item.

If any part of your claim is approved, then as a condition to any payment to you under the Magic Jax Happiness Guarantee, you will be required to execute and deliver to Magic Jax a release agreement and assign to Magic Jax or its insurer any rights and remedies you may have to recover amounts paid to you with respect to an approved claim from any party that is financially responsible for the approved claims and any rights in any property that is recovered.

6. Charges

As a Requester, you agree to pay the amounts charged for your use of the Magic Jax Platform and Services (“Charges”). Charges include the cost for Services and other applicable fees, surcharges, and taxes as set forth on your market’s Magic Jax booking page (visit www.magicjax.app/book and enter your zip code to see pricing), plus any tips to the Provider that you elect to pay. Magic Jax has the authority and reserves the right to determine and modify pricing by posting applicable pricing terms to the Magic Jax booking page (after entering your zip code). Pricing may vary based on the type of service you request (e.g., standard cleaning, deep cleaning, etc.) as described on the Magic Jax booking page.

You are responsible for reviewing the applicable Magic Jax booking page and shall be responsible for all Charges incurred under your User account regardless of your awareness of such Charges or the amounts thereof.

Prices for Services. There are two types of pricing, flat-rate and hourly.

Flat-Rate Pricing. Flat-rate pricing consists of a standard charge based on the details of a home and requested home service and add-on charges based on additional parameters that are selected by the Requester. Flat-rate pricing is based on current market trends and pricing for the market in which you are seeking Services or providing Services.

Hourly Pricing. Hourly pricing is based on current market trends and pricing for the market in which you are seeking Services or providing Services.

Quoted Home Service Fees. In some cases, Magic Jax may quote you a home service fee at the time of your request. The quote is subject to change depending on the overall condition of your home and the confirmation that correct home details were provided by the Requester. If during your home service you change your requested Services or a Provider confirms that the home details as provided by the Requester are incorrect or false, we may cancel the home service fee quote and charge an adjusted home service fee based on the true details of the home and the conditions in the home. Magic Jax does not guarantee that the quoted home service fee price will be the price charged, especially when details or conditions of the project were not represented accurately or fully by the Requester when booking the Service.

Fees and Other Charges.

Service Fee. Magic Jax may assess a per-home service "Service Fee" to support the Magic Jax Platform and related services provided to you by Magic Jax. The amount of the Service Fee may vary but shall be retained by Magic Jax in its entirety.

Cancellation Fee. After requesting a home service, you may cancel it through the platform, but note that in certain cases a cancellation fee may apply. You may also be charged if you fail to allow access to the home after scheduling a home service.

Damage Fee. If a Requester reports that you, as a Provider, have materially damaged the Requester's home, premises, or other property, you agree to pay a "Damage Fee" of up to \$250 depending on the extent of the damage (as determined by Magic Jax in its sole discretion), towards property repair or cleaning. Magic Jax reserves the right (but is not obligated) to verify or otherwise require documentation of damages prior to processing the Damage Fee. Collected Damage Fees will be passed in their entirety to the Requester whose property was damaged.

Other Charges. Other fees and surcharges may apply to your home service, including actual or anticipated, state or local fees, event fees as determined by Magic Jax or its marketing partners, and processing fees for split payments. In addition, where required by law Magic Jax will collect applicable taxes. These other charges are not shared with your Provider unless expressly stated otherwise.

Tips. Following a home service, you may elect to tip your Provider in cash or through the Magic Jax application.

General. Facilitation of Charges. All Charges are facilitated through a third-party payment processing service (e.g., Stripe, Inc., or PayPal, Inc.). Magic Jax may replace its third-party payment processing services without notice to you. Charges shall only be made through the Magic Jax Platform.

Credit Card Authorization. Upon addition of a new payment method or each home service request, Magic Jax may seek authorization of your selected payment method to verify the payment method, ensure the home service cost will be covered, and protect against unauthorized behavior. The authorization is not a charge; however, it may reduce your available credit by the authorization amount until your bank's next processing cycle. Should the amount of our authorization exceed the total funds on deposit in your account, you may be subject to overdraft or NSF charges by the bank issuing your debit or check card. We cannot be held responsible for these charges and are unable to assist you in recovering them from your issuing bank. Check out our Help Center to learn more about our use of pre-authorization holds.

7. Payments

If you are a Provider, you will receive payment for your provision of Services. All home service fee payments are subject to a Magic Jax Commission, discussed below. You will also receive any tips provided by Requester's to you, and tips will not be subject to any Magic Jax Commission. Magic Jax will process all payments due to you through its third-party payment processor. You acknowledge and agree that such amounts shall not include any interest and will be net of any amounts that we are required to withhold by law.

Commission. In exchange for permitting you to offer your Services through the Magic Jax Platform and Marketplace as a Service Provider, you agree to pay Magic Jax (and permit Magic Jax to retain) a fee based on each transaction in which you provide Services (the "Commission"). Magic Jax reserves the right to change the Commission at any time in Magic Jax discretion based upon local market factors. Magic Jax will provide you with notice in the event of such change. Continued use of the Magic Jax Platform after any such change in the Commission calculation shall constitute your consent to such change.

Pricing. You expressly authorize Magic Jax to set the prices on your behalf for all charges that apply to the provision of Services. Magic Jax reserves the right to change the home service fee schedule at any time in our discretion based upon local market factors. We will provide you with notice in the event of changes to the home service fee.

Home Service Fee Adjustment. Magic Jax reserves the right to adjust or withhold all or a portion of home service fees if it believes that (i) you have attempted to defraud or abuse Magic Jax or Magic Jax payment systems, (ii) in order to resolve a Requester complaint (e.g., you provided an inefficient service or failed to properly perform all or part of Services. Magic Jax decision to adjust or withhold the home service fee in any way shall be exercised in a reasonable manner.

8. Magic Jax Communications

By becoming a User, you agree to receive communications from us, including via email, text message, calls, and push notifications. You agree that texts, calls or prerecorded messages may be generated by automatic telephone dialing systems. Communications from Magic Jax, its affiliated companies and/or Providers, may include but are not limited to: operational communications concerning your User

account or use of the Magic Jax Platform or Services, updates concerning new and existing features on the Magic Jax Platform, communications concerning promotions run by us or our third-party partners, and news concerning Magic Jax and industry developments. Standard text messaging charges applied by your cell phone carrier will apply to text messages we send.

IF YOU WISH TO OPT OUT OF PROMOTIONAL EMAILS, YOU CAN UNSUBSCRIBE FROM OUR PROMOTIONAL EMAIL LIST BY FOLLOWING THE UNSUBSCRIBE OPTIONS IN THE PROMOTIONAL EMAIL ITSELF. IF YOU WISH TO OPT OUT OF PROMOTIONAL CALLS OR TEXTS, YOU MAY TEXT "END" TO (800) 716-7307 FROM THE MOBILE DEVICE RECEIVING THE MESSAGES. YOU ACKNOWLEDGE THAT YOU ARE NOT REQUIRED TO CONSENT TO RECEIVE PROMOTIONAL TEXTS OR CALLS AS A CONDITION OF USING THE MAGIC JAX PLATFORM OR THE SERVICES. IF YOU WISH TO OPT OUT OF ALL TEXTS OR CALLS FROM MAGIC JAX (INCLUDING OPERATIONAL OR TRANSACTIONAL TEXTS OR CALLS), YOU CAN TEXT THE WORD "STOPALL" TO (800) 716-7307 FROM THE MOBILE DEVICE RECEIVING THE MESSAGES, HOWEVER YOU ACKNOWLEDGE THAT OPTING OUT OF RECEIVING ALL TEXTS MAY IMPACT YOUR USE OF THE MAGIC JAX PLATFORM OR THE SERVICES.

9. Your Information

Your Information is any information you provide, publish or post to or through the Magic Jax Platform (including any profile information you provide) or send to other Users (including via in-application feedback, any email feature, or through any Magic Jax-related Facebook, Twitter or other social media posting) (your "Information"). You consent to us using your Information to create a user account that will allow you to use the Magic Jax Platform and participate in the Services. Our collection and use of personal information in connection with the Magic Jax Platform and Services is as provided in Magic Jax Privacy Policy located at www.magicjax.app/privacy. You are solely responsible for your Information and your interactions with other members of the public, and we act only as a passive conduit for your online posting of your Information. You agree to provide and maintain accurate, current and complete Information and that we and other members of the public may rely on your Information as accurate, current and complete. To enable Magic Jax to use your Information, you grant to us a non-exclusive, worldwide, perpetual, irrevocable, royalty-free, transferable, sub-licensable (through multiple tiers) right and license to exercise the copyright, publicity, and database rights you have in your Information, and to use, copy, perform, display and distribute such Information to prepare derivative works, or incorporate into other works, such Information, in any media now known or not currently known. Magic Jax does not assert any ownership over your Information; rather, as between you and Magic Jax, subject to the rights granted to us in this Agreement, you retain full ownership of all of your Information and any intellectual property rights or other proprietary rights associated with your Information.

10. Promotions and Referral Programs

Magic Jax, at its sole discretion, may make available Promotions with different features to any Users or prospective Users. These Promotions, unless made to you, shall have no bearing whatsoever on your Agreement or relationship with Magic Jax. Magic Jax reserves the right to withhold or deduct Credits or benefits obtained through a promotion in the event that Magic Jax determines or believes that the redemption of the promotion or receipt of the Credit or benefit was in error, fraudulent, illegal, or in violation of the applicable promotion terms or this agreement.

As part of your User account, Magic Jax may provide you with or allow you to create a “Magic Jax Code,” a unique alphanumeric code for you to distribute to friends, family and other persons (each a “Referred User”) to become new Magic Jax Requesters (“Referred Requesters”) or Providers (“Referred Providers”). Magic Jax Codes may only be distributed for promotional purposes and must be given away free of charge. You may not sell, trade, or barter your Magic Jax Code. You are prohibited from advertising Magic Jax Codes, including but not limited to Google, Facebook, Twitter, Bing and Craigslist. Magic Jax reserves the right to deactivate or invalidate any Magic Jax Code at any time in Magic Jax discretion.

From time to time, Magic Jax may offer you incentives to refer new users to the Magic Jax community (the “Referral Program”). These incentives may come in the form of Magic Jax Credits, and Magic Jax may set or change the incentive types, amounts, terms, restrictions, and qualification requirements for any incentives in its sole discretion.

11. Restricted Activities

With respect to your use of the Magic Jax Platform and your participation in the Services, you agree that you will not:

Impersonate any person or entity.

Stalk, threaten, or otherwise harass any person, or carry any weapons.

Violate any law, statute, rule, permit, ordinance or regulation.

Interfere with or disrupt the Services, or the Magic Jax Platform, or the servers or networks connected to the Magic Jax Platform; post Information or interact on the Magic Jax Platform or Services in a manner which is false, inaccurate, misleading (directly or by omission or failure to update Information), defamatory, libelous, abusive, obscene, profane, offensive, sexually oriented, threatening, harassing, or illegal.

Use the Magic Jax Platform in any way that infringes any third party’s rights, including but not limited to: intellectual property rights, copyright, patent, trademark, trade secret or other proprietary rights or rights of publicity or privacy.

Post, email or otherwise transmit any malicious code, files or programs designed to interrupt, damage, destroy or limit the functionality of any computer software or hardware or telecommunications equipment or surreptitiously intercept or expropriate any system, data or personal information.

Forge headers or otherwise manipulate identifiers in order to disguise the origin of any information transmitted through the Magic Jax Platform.

“Frame” or “Mirror” any part of the Magic Jax Platform, without our prior written authorization or use meta tags or code or other devices containing any reference to us in order to direct any person to any other web site for any purpose; or modify, adapt, translate, reverse engineer, decipher, decompile or otherwise disassemble any portion of the Magic Jax Platform or any software used on or for the Magic Jax Platform.

Rent, lease, lend, sell, redistribute, license or sublicense the Magic Jax Platform or access to any portion of the Magic Jax Platform.

Use any robot, spider, site search/retrieval application, or other manual or automatic device or process to retrieve, index, scrape, "data mine", or in any way reproduce or circumvent the navigational structure or presentation of the Magic Jax Platform or its contents.

Link directly or indirectly to any other web sites.

Transfer or sell your User account, password and/or identification to any other party.

Discriminate against or harass anyone on the basis of race, national origin, religion, gender, gender identity, physical or mental disability, medical condition, marital status, age or sexual orientation, or cause any third party to engage in the restricted activities above.

12. Provider Representations, Warranties and Agreements.

By providing Services as a Provider on the Magic Jax Platform, you represent, warrant, and agree that:

You possess a valid Provider's license and are authorized and medically fit to operate a motor vehicle and have all appropriate licenses, approvals and authority, if applicable, to provide home services to Requesters in all jurisdictions in which you provide Services.

You will only provide Services using background checked individuals, as completed via a 3rd party service through Magic Jax, and approved by Magic Jax, and for which a photograph has been provided to Magic Jax.

You will not make any misrepresentation regarding Magic Jax, the Magic Jax Platform, the Services or your status as a Provider.

You will not attempt to defraud Magic Jax or Requesters on the Magic Jax Platform or in connection with your provision of Services. If we suspect that you have engaged in fraudulent activity, we may withhold applicable home service fees or other payments for the home service(s) in question.

You will make reasonable accommodation for Requesters and/or for service animals, as required by law

You agree that we may obtain information about you, including your criminal and driving records, and you agree to provide any further necessary authorizations to facilitate our access to such records during the term of the Agreement.

You have a valid policy of business liability insurance (in coverage amounts consistent with all applicable legal requirements) that names or schedules you for the engagement in providing Services.

You will pay all applicable federal, state and local taxes based on your provision of Services and any payments received by you.

13. Intellectual Property

All intellectual property rights in the Magic Jax Platform shall be owned by Magic Jax absolutely and in their entirety. These rights include and are not limited to database rights, copyright, design rights (whether registered or unregistered), trademarks (whether registered or unregistered) and other similar rights wherever existing in the world together with the right to apply for protection of the same. All other trademarks, logos, service marks, company or product names set forth in the Magic Jax Platform are the property of their respective owners. You acknowledge and agree that any questions, comments,

suggestions, ideas, feedback or other information (“Submissions”) provided by you to us are non-confidential and shall become the sole property of Magic Jax. Magic Jax shall own exclusive rights, including all intellectual property rights, and shall be entitled to the unrestricted use and dissemination of these Submissions for any purpose, commercial or otherwise, without acknowledgment or compensation to you.

Magic Jax and other Magic Jax logos, designs, graphics, icons, scripts and service names are registered trademarks, trademarks or trade dress of Magic Jax in the United States and/or other countries (collectively, the “Magic Jax Marks”). If you provide Services as a Provider, Magic Jax grants to you, during the term of this Agreement, and subject to your compliance with the terms and conditions of this Agreement, a limited, revocable, non-exclusive license to display and use the Magic Jax Marks solely in connection with providing the Services through the Magic Jax Platform (“License”). The License is non-transferable and non-assignable, and you shall not grant to any third party any right, permission, license or sublicense with respect to any of the rights granted hereunder without Magic Jax prior written permission, which it may withhold in its sole discretion. The Magic Jax Marks may not be used in any manner that is likely to cause confusion.

You acknowledge that Magic Jax is the owner and licensor of the Magic Jax Marks, including all goodwill associated therewith, and that your use of the Magic Jax Marks will confer no additional interest in or ownership of the Magic Jax Marks in you but rather inures to the benefit of Magic Jax. You agree to use the Magic Jax Marks strictly in accordance with Magic Jax Trademark Usage Guidelines, as may be provided to you and revised from time to time, and to immediately cease any use that Magic Jax determines to be nonconforming or otherwise unacceptable.

You agree that you will not: (1) create any materials that incorporate the Magic Jax Marks or any derivatives of the Magic Jax Marks other than as expressly approved by Magic Jax in writing; (2) use the Magic Jax Marks in any way that tends to impair their validity as proprietary trademarks, service marks, trade names or trade dress, or use the Magic Jax Marks other than in accordance with the terms, conditions and restrictions herein; (3) take any other action that would jeopardize or impair Magic Jax rights as owner of the Magic Jax Marks or the legality and/or enforceability of the Magic Jax Marks, including, without limitation, challenging or opposing Magic Jax ownership in the Magic Jax Marks; (4) apply for trademark registration or renewal of trademark registration of any of the Magic Jax Marks, any derivative of the Magic Jax Marks, any combination of the Magic Jax Marks and any other name, or any trademark, service mark, trade name, symbol or word which is similar to the Magic Jax Marks; (5) use the Magic Jax Marks on or in connection with any product, service or activity that is in violation of any law, statute, government regulation or standard.

Violation of any provision of this License may result in immediate termination of the License, in Magic Jax sole discretion. If you create any materials bearing the Magic Jax Marks (in violation of this Agreement or otherwise), you agree that upon their creation Magic Jax exclusively owns all right, title and interest in and to such materials, including without limitation any modifications to the Magic Jax Marks or derivative works based on the Magic Jax Marks. You further agree to assign any interest or right you may have in such materials to Magic Jax, and to provide information and execute any documents as reasonably requested by Magic Jax to enable Magic Jax to formalize such assignment.

Magic Jax respects the intellectual property of others and expects Users to do the same. If you believe, in good faith, that any materials on the Magic Jax Platform or Services infringe upon your copyrights, please visit our “Contact” page to make a copyright complaint.

14. Disclaimers

The following disclaimers are made on behalf of Magic Jax, our affiliates, subsidiaries, parents, successors and assignees, and each of our respective officers, directors, employees, agents, and shareholders.

Magic Jax does not provide home services including but not limited to house cleaning, yard service, window cleaning, car washing, carpet cleaning, errand running, home organization, delivery, or house sitting. It is up to the Provider to decide whether or not to offer a home service to a Requester contacted through the Magic Jax Platform, and it is up to the Requester to decide whether or not to accept a home service from any Provider contacted through the Magic Jax Platform. We cannot ensure that a Provider or Requester will complete an arranged home service. We have no control over the quality or safety of the service that occurs as a result of the Services.

The Magic Jax Platform is provided on an “as is” basis and without any warranty or condition, express, implied or statutory. We do not guarantee and do not promise any specific results from use of the Magic Jax Platform and/or the Services, including the ability to provide or receive Services at any given location or time. We specifically disclaim any implied warranties of title, merchantability, fitness for a particular purpose and non-infringement. Some states do not allow the disclaimer of implied warranties, so the foregoing disclaimer may not apply to you.

We do not warrant that your use of the Magic Jax Platform or Services will be accurate, complete, reliable, current, secure, uninterrupted, always available, or error-free, or will meet your requirements, that any defects in the Magic Jax Platform will be corrected, or that the Magic Jax Platform is free of viruses or other harmful components. We disclaim liability for, and no warranty is made with respect to, connectivity and availability of the Magic Jax Platform or Services.

We cannot guarantee that each Requester is who he or she claims to be. Please use common sense when using the Magic Jax Platform and Services, including looking at the photos of the Provider or Requester you have matched with to make sure it is the same individual you see in person. Please note that there are also risks of dealing with underage persons or people acting under false pretense, and we do not accept responsibility or liability for any content, communication or other use or access of the Magic Jax Platform by persons under the age of 18 in violation of this Agreement. We encourage you to communicate directly with each potential Provider or Requester prior to engaging in an arranged home service.

Magic Jax is not responsible for the conduct, whether online or offline, of any User of the Magic Jax Platform or Services. You are solely responsible for your interactions with other Users. By using the Magic Jax Platform and participating in the Services, you agree to accept such risks and agree that Magic Jax is not responsible for the acts or omissions of Users on the Magic Jax Platform or participating in the Services.

Magic Jax expressly disclaims any liability arising from the unauthorized use of your User account. Should you suspect that any unauthorized party may be using your User account, or you suspect any other breach of security, you agree to notify us immediately.

It is possible for others to obtain information about you that you provide, publish or post to or through the Magic Jax Platform (including any profile information you provide), send to other Users, or share during the Services, and to use such information to harass or harm you. We are not responsible for the use of any personal information that you disclose to other Users on the Magic Jax Platform or through the Services. Please carefully select the type of information that you post on the Magic Jax Platform or through the Services or release to others. We disclaim all liability, regardless of the form of action, for the acts or omissions of other Users (including unauthorized users, or “hackers”).

Opinions, advice, statements, offers, or other information or content concerning Magic Jax or made available through the Magic Jax Platform, but not directly by us, are those of their respective authors, and should not necessarily be relied upon. Such authors are solely responsible for such content. Under no circumstances will we be responsible for any loss or damage resulting from your reliance on information or other content posted by third parties, whether on the Magic Jax Platform or otherwise. We reserve the right, but we have no obligation, to monitor the materials posted on the Magic Jax Platform and remove any such material that in our sole opinion violates, or is alleged to violate, the law or this agreement or which might be offensive, illegal, or that might violate the rights, harm, or threaten the safety of Users or others.

Location data provided by the Magic Jax Platform is for basic location purposes only and is not intended to be relied upon in situations where precise location information is needed or where erroneous, inaccurate or incomplete location data may lead to death, personal injury, property or environmental damage. Neither Magic Jax, nor any of its content providers, guarantees the availability, accuracy, completeness, reliability, or timeliness of location data tracked or displayed by the Magic Jax Platform. Any of your Information, including geolocational data, you upload, provide, or post on the Magic Jax Platform may be accessible to Magic Jax and certain Users of the Magic Jax Platform.

Magic Jax advises you to use the Magic Jax Platform with a data plan with unlimited or very high data usage limits, and Magic Jax shall not be responsible or liable for any fees, costs, or overage charges associated with any data plan you use to access the Magic Jax Platform.

This paragraph applies to any version of the Magic Jax Platform that you acquire from the Apple App Store. This Agreement is entered into between you and Magic Jax. Apple, Inc. (“Apple”) is not a party to this Agreement and shall have no obligations with respect to the Magic Jax Platform. Magic Jax, not Apple, is solely responsible for the Magic Jax Platform and the content thereof as set forth hereunder. However, Apple and Apple’s subsidiaries are third party beneficiaries of this Agreement. Upon your acceptance of this Agreement, Apple shall have the right (and will be deemed to have accepted the right) to enforce this Agreement against you as a third-party beneficiary thereof. This Agreement incorporates by reference Apple’s Licensed Application End User License Agreement, for purposes of which, you are “the end-user.” In the event of a conflict in the terms of the Licensed Application End User License Agreement and this Agreement, the terms of this Agreement shall control.

15. Indemnity

You will defend, indemnify, and hold Magic Jax including our affiliates, subsidiaries, parents, successors and assignees, and each of our respective officers, directors, employees, agents, or shareholders harmless from any claims, actions, suits, losses, costs, liabilities and expenses (including reasonable attorneys' fees) relating to or arising out of your use of the Magic Jax Platform and participation in the Services, including: (1) your breach of this Agreement or the documents it incorporates by reference; (2) your violation of any law or the rights of a third-party, including, without limitation, Providers, Requesters, other motorists, and pedestrians, as a result of your own interaction with such third-party; (3) any allegation that any materials that you submit to us or transmit through the Magic Jax Platform or to us infringe or otherwise violate the copyright, trademark, trade secret or other intellectual property or other rights of any third-party; (4) your ownership, use or operation of a motor vehicle or passenger vehicle, including your provision of Services as a Provider; and/or (5) any other activities in connection with the Services. This indemnity shall be applicable without regard to the negligence of any party, including any indemnified person.

16. Limitation of Liability

IN NO EVENT WILL MAGIC JAX, INCLUDING OUR AFFILIATES, SUBSIDIARIES, PARENTS, SUCCESSORS AND ASSIGNEES, AND EACH OF OUR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, OR SHAREHOLDERS (COLLECTIVELY "MAGIC JAX" FOR PURPOSES OF THIS SECTION, BE LIABLE TO YOU FOR ANY INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, CONSEQUENTIAL, OR INDIRECT DAMAGES (INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR DELETION, CORRUPTION, LOSS OF DATA, LOSS OF PROGRAMS, FAILURE TO STORE ANY INFORMATION OR OTHER CONTENT MAINTAINED OR TRANSMITTED BY THE MAGIC JAX PLATFORM, SERVICE INTERRUPTIONS, OR FOR THE COST OF PROCUREMENT OF SUBSTITUTE SERVICES) ARISING OUT OF OR IN CONNECTION WITH THE MAGIC JAX PLATFORM, THE SERVICES, OR THIS AGREEMENT, HOWEVER ARISING INCLUDING NEGLIGENCE, EVEN IF WE OR OUR AGENTS OR REPRESENTATIVES KNOW OR HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE MAGIC JAX PLATFORM MAY BE USED BY YOU TO REQUEST AND SCHEDULE TRANSPORTATION, GOODS, OR OTHER SERVICES WITH THIRD-PARTY PROVIDERS, BUT YOU AGREE THAT MAGIC JAX HAS NO RESPONSIBILITY OR LIABILITY TO YOU RELATED TO ANY TRANSPORTATION, GOODS OR OTHER SERVICES PROVIDED TO YOU BY THIRD-PARTY PROVIDERS OTHER THAN AS EXPRESSLY SET FORTH IN THESE TERMS. CERTAIN JURISDICTIONS MAY NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE ABOVE DISCLAIMERS, EXCLUSIONS OR LIMITATIONS MAY NOT APPLY TO YOU, AND YOU MAY HAVE ADDITIONAL RIGHTS.

17. Term and Termination

This Agreement is effective upon your creation of a User account or continued use of an existing User account. This Agreement may be terminated: a) by User, without cause, upon seven (7) days' prior written notice to Magic Jax; or b) by either Party immediately, without notice, upon the other Party's material breach of this Agreement. In addition, Magic Jax may terminate this Agreement or deactivate your User account immediately in the event: (1) you no longer qualify to provide Services or to operate or work legally under applicable law, rule, permit, ordinance or regulation; (2) you fall below Magic Jax rating or cancellation threshold; (3) Magic Jax has the good faith belief that such action is necessary to protect the safety of the Magic Jax community or third-parties, provided that in the event of a deactivation pursuant to (1)-(3) above, you will be given notice of the potential or actual deactivation and an opportunity to attempt to cure the issue to Magic Jax reasonable satisfaction prior to Magic Jax

permanently terminating the Agreement. For all other breaches of this Agreement, you will be provided notice and an opportunity to cure the breach. If the breach is cured in a timely manner and to Magic Jax satisfaction, this Agreement will not be permanently terminated. Sections 3, 8, 9, 13, 14, 15, 16, 17, 18, 19, and 21 shall survive any termination or expiration of this Agreement.

18. DISPUTE RESOLUTION AND ARBITRATION AGREEMENT

By agreeing to this Agreement, you agree that you are required to resolve any claim that you may have against Magic Jax on an individual basis in arbitration, as set forth in this Arbitration Agreement. This will preclude you from bringing any class, collective, or representative action against Magic Jax, and also preclude you from participating in or recovering relief under any current or future class, collective, consolidated, or representative action brought against Magic Jax by someone else.

Agreement to Binding Arbitration Between You and Magic Jax.

YOU AND MAGIC JAX MUTUALLY AGREE TO WAIVE OUR RESPECTIVE RIGHTS TO RESOLUTION OF DISPUTES IN A COURT OF LAW BY A JUDGE OR JURY AND AGREE TO RESOLVE ANY DISPUTE BY ARBITRATION, as set forth below. This agreement to arbitrate ("Arbitration Agreement") is governed by the Federal Arbitration Act and survives after the Agreement terminates or your relationship with Magic Jax ends. ANY ARBITRATION UNDER THIS AGREEMENT WILL TAKE PLACE ON AN INDIVIDUAL BASIS; CLASS ARBITRATIONS AND CLASS ACTIONS ARE NOT PERMITTED. Except as expressly provided below, this Arbitration Agreement applies to all Claims (defined below) between you and Magic Jax, including our affiliates, subsidiaries, parents, successors and assignees, and each of our respective officers, directors, employees, agents, or shareholders.

Except as expressly provided below, ALL DISPUTES AND CLAIMS BETWEEN US (EACH A "CLAIM" AND COLLECTIVELY, "CLAIMS") SHALL BE EXCLUSIVELY RESOLVED BY BINDING ARBITRATION SOLELY BETWEEN YOU AND MAGIC JAX. These Claims include, but are not limited to, any dispute, claim or controversy, whether based on past, present, or future events, arising out of or relating to: this Agreement and prior versions thereof (including the breach, termination, enforcement, interpretation or validity thereof), the Magic Jax Platform, the Services, any other goods or services made available through the Magic Jax Platform, your relationship with Magic Jax, the threatened or actual suspension, deactivation or termination of your User Account or this Agreement, payments made by you or any payments made or allegedly owed to you, any promotions or offers made by Magic Jax, any city, county, state or federal wage-hour law, trade secrets, unfair competition, compensation, breaks and rest periods, expense reimbursement, wrongful termination, discrimination, harassment, retaliation, fraud, defamation, emotional distress, breach of any express or implied contract or covenant, claims arising under federal or state consumer protection laws; claims arising under antitrust laws, claims arising under the Telephone Consumer Protection Act and Fair Credit Reporting Act; and claims arising under the Uniform Trade Secrets Act, Civil Rights Act of 1964, Americans With Disabilities Act, Age Discrimination in Employment Act, Older Workers Benefit Protection Act, Family Medical Leave Act, Fair Labor Standards Act, Employee Retirement Income Security Act (except for individual claims for employee benefits under any benefit plan sponsored by Magic Jax and covered by the Employee Retirement Income Security Act of 1974 or funded by insurance), and state statutes, if any, addressing the same or similar subject matters, and all other federal and state statutory and common law claims. All disputes concerning the arbitrability of a Claim (including disputes about the scope, applicability,

enforceability, revocability or validity of the Arbitration Agreement) shall be decided by the arbitrator, except as expressly provided below.

BY AGREEING TO ARBITRATION, YOU UNDERSTAND THAT YOU AND MAGIC JAX ARE WAIVING THE RIGHT TO SUE IN COURT OR HAVE A JURY TRIAL FOR ALL CLAIMS, EXCEPT AS EXPRESSLY OTHERWISE PROVIDED IN THIS ARBITRATION AGREEMENT. This Arbitration Agreement is intended to require arbitration of every claim or dispute that can lawfully be arbitrated, except for those claims and disputes which by the terms of this Arbitration Agreement are expressly excluded from the requirement to arbitrate.

Prohibition of Class Actions and Non-Individualized Relief.

YOU UNDERSTAND AND AGREE THAT YOU AND MAGIC JAX MAY EACH BRING CLAIMS IN ARBITRATION AGAINST THE OTHER ONLY IN AN INDIVIDUAL CAPACITY AND NOT ON A CLASS, COLLECTIVE ACTION, OR REPRESENTATIVE BASIS ("CLASS ACTION WAIVER"). YOU UNDERSTAND AND AGREE THAT YOU AND MAGIC JAX BOTH ARE WAIVING THE RIGHT TO PURSUE OR HAVE A DISPUTE RESOLVED AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS, COLLECTIVE OR REPRESENTATIVE PROCEEDING. NOTWITHSTANDING THE FOREGOING, THIS SUBSECTION (B) SHALL NOT APPLY TO REPRESENTATIVE PRIVATE ATTORNEYS GENERAL ACT CLAIMS BROUGHT AGAINST MAGIC JAX.

The arbitrator shall have no authority to consider or resolve any Claim or issue any relief on any basis other than an individual basis. The arbitrator shall have no authority to consider or resolve any Claim or issue any relief on a class, collective, or representative basis.

Notwithstanding any other provision of this Agreement, the Arbitration Agreement or the AAA Rules, disputes regarding the scope, applicability, enforceability, revocability or validity of the Class Action Waiver may be resolved only by a civil court of competent jurisdiction and not by an arbitrator. In any case in which: (1) the dispute is filed as a class, collective, or representative action and (2) there is a final judicial determination that the Class Action Waiver is unenforceable as to any Claims, the class, collective, and/or representative action on such Claims must be litigated in a civil court of competent jurisdiction, but the Class Action Waiver shall be enforced in arbitration on an individual basis as to all other Claims to the fullest extent possible.

Rules Governing the Arbitration.

Any arbitration conducted pursuant to this Arbitration Agreement shall be administered by the American Arbitration Association ("AAA") pursuant to its Consumer Arbitration Rules that are in effect at the time the arbitration is initiated, as modified by the terms set forth in this Agreement. The AAA Rules are available at www.adr.org/arb_med or by calling the AAA at 1-800-778-7879. Notwithstanding the foregoing, if requested by you and if proper based on the facts and circumstances of the Claims presented, the arbitrator shall have the discretion to select a different set of AAA Rules, but in no event shall the arbitrator consolidate more than one person's Claims, or otherwise preside over any form of representative, collective, or class proceeding.

As part of the arbitration, both you and Magic Jax will have the opportunity for reasonable discovery of non-privileged information that is relevant to the Claim. The arbitrator may award any individualized remedies that would be available in court. The arbitrator may award declaratory or injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief

warranted by that party's individual claims. The arbitrator will provide a reasoned written statement of the arbitrator's decision which shall explain the award given and the findings and conclusions on which the decision is based.

The arbitrator will decide the substance of all claims in accordance with applicable law and will honor all claims of privilege recognized by law. The arbitrator shall not be bound by rulings in prior arbitrations involving different Requesters or Providers but is bound by rulings in prior arbitrations involving the same Requester or Provider to the extent required by applicable law. The arbitrator's award shall be final and binding and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof, provided that any award may be challenged in a court of competent jurisdiction.

Arbitration Fees and Awards.

The payment of filing and arbitration fees will be governed by the relevant AAA Rules subject to the following modifications:

If you initiate arbitration under this Arbitration Agreement after participating in the optional Negotiation process described in subsection (i) below and are otherwise required to pay a filing fee under the relevant AAA Rules, Magic Jax agrees that, unless your claim is for \$5,000 or more, your share of the filing and arbitration fees is limited to \$50, and that, after you submit proof of payment of the filing fee to Magic Jax, Magic Jax will promptly reimburse you for all but \$50 of the filing fee. If, however, the arbitrator finds that either the substance of your claim or the relief sought in the claim is frivolous or brought for an improper purpose (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)), then the payment of all such fees will be governed by the AAA Rules.

If Magic Jax initiates arbitration under this Arbitration Agreement, Magic Jax will pay all AAA filing and arbitration fees.

With respect to any Claims brought by Magic Jax against a Provider, or for Claims brought by a Provider against Magic Jax that: (A) are based on an alleged employment relationship between Magic Jax and a Provider; (B) arise out of, or relate to, Magic Jax actual deactivation of a Provider's User account or a threat by Magic Jax to deactivate a Provider's User account; (C) arise out of, or relate to, Magic Jax actual termination of a Provider's Agreement with Magic Jax under the termination provisions of this Agreement, or a threat by Magic Jax to terminate a Provider's Agreement; or (D) arise out of, or relate to, home service fees (as defined in this Agreement, including Magic Jax commission on the home service fees), tips, or average hourly guarantees owed by Magic Jax to Providers for Services, other than disputes relating to referral bonuses, other Magic Jax promotions, or consumer-type disputes (the subset of Claims in subsection within this section listed as (A)-(D) shall be collectively referred to as "Provider Claims"), Magic Jax shall pay all costs unique to arbitration (as compared to the costs of adjudicating the same claims before a court), including the regular and customary arbitration fees and expenses (to the extent not paid by Magic Jax pursuant to the fee provisions above). However, if you are the party initiating the Provider Claim, you shall be responsible for contributing up to an amount equal to the filing fee that would be paid to initiate the claim in the court of general jurisdiction in the state in which you provide Services to Requesters, unless a lower fee amount would be owed by you pursuant to the AAA Rules, applicable law, or subsection (d)(1) above. Any dispute as to whether a cost is unique to arbitration shall be resolved by the arbitrator.

Except as provided in Federal Rule of Civil Procedure 68 or any state equivalents, each party shall pay its own attorneys' fees and pay any costs that are not unique to the arbitration (i.e., costs that each party would incur if the claim(s) were litigated in a court such as costs to subpoena witnesses and/or documents, take depositions and purchase deposition transcripts, copy documents, etc.).

At the end of any arbitration, the arbitrator may award reasonable fees and costs or any portion thereof to you if you prevail, to the extent authorized by applicable law.

Location and Procedure.

Unless you and Magic Jax otherwise agree, the arbitration will take place in the county where you reside. If AAA arbitration is unavailable in your county, the arbitration hearings will take place in the nearest available location for a AAA arbitration. If your Claim does not exceed \$10,000, then the arbitration will be conducted solely on the basis of documents you and Magic Jax submit to the Arbitrator, unless you request a hearing or the Arbitrator determines that a hearing is necessary. If your Claim exceeds \$10,000, the right to a hearing will be determined by the AAA Rules.

Exceptions to Arbitration

You and Magic Jax agree that the following Disputes are excluded from this Arbitration Agreement: (1) any Dispute seeking to enforce or protect, or concerning the validity of, any of your or our intellectual property rights; (2) individual claims in small claims court; (3) any claim that an applicable federal statute expressly states cannot be arbitrated; and (4) any claim for injunctive relief.

Severability.

In addition to other severability provisions in this Agreement, if any portion of this Arbitration Agreement is deemed illegal or unenforceable, such provision shall be severed and the remainder of the Arbitration Agreement shall be given full force and effect.

Changes

Notwithstanding the provisions in this Agreement regarding consent to be bound by amendments to the Agreement, if Magic Jax changes this Arbitration Agreement after the date you first agreed to the Agreement (or to any subsequent changes to the Agreement), you may reject any such change by providing Magic Jax written notice of such rejection within 30 days of the date such change became effective, as indicated in the "Effective" date above. This written notice must be delivered by: (1) electronic mail to jax@magicjax.app, or (2) by certified mail, postage prepaid and return receipt requested, or by any nationally recognized delivery service (e.g., UPS, Federal Express, etc.) that is addressed to:

Magic Jax Service App, LLC

6145 Broadway Suite 48

Denver, CO 80216

In order to be effective, (A) the writing must include the name, phone number, and email address associated with your User Account, and (B) the email or envelope containing the signed writing must be

sent within 30 days of the date this Agreement is executed by you. Should you not opt out within the 30-day period, you and Magic Jax shall be bound by the terms of this Arbitration Agreement in full.

If you do agree to arbitration of Provider Claims with Magic Jax under this Arbitration Agreement, you are agreeing in advance that you will bring all such claims you may have, and seek all monetary and other relief, against Magic Jax in an individual arbitration provision. You are also agreeing in advance that you will not participate in, or seek to recover monetary or other relief, for such claims in any court action or class, collective, and/or representative action. You have the right to consult with counsel of your choice concerning this Arbitration Agreement and you will not be subject to retaliation if you exercise your right to assert claims or opt- out of any Provider Claims under this Arbitration Agreement.

Optional Pre-Arbitration Negotiation Process.

Before initiating any arbitration or proceeding, you and Magic Jax may agree to first attempt to negotiate any dispute, claim or controversy between the parties informally for 30 days, unless this time period is mutually extended by you and Magic Jax. A party who intends to seek negotiation under this subsection must first send to the other a written notice of the dispute (“Notice”). The Notice must (1) describe the nature and basis of the claim or dispute; and (2) set forth the specific relief sought. All offers, promises, conduct and statements, whether oral or written, made in the course of the negotiation by any of the parties, their agents, employees, and attorneys are confidential, privileged and inadmissible for any purpose, including as evidence of liability or for impeachment, in arbitration or other proceeding involving the parties, provided that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the negotiation.

19. Confidentiality

You agree not to use any technical, financial, strategic and other proprietary and confidential information relating to Magic Jax business, operations and properties, including User information (“Confidential Information”) disclosed to you by Magic Jax for your own use or for any purpose other than as contemplated herein. You shall not disclose or permit disclosure of any Confidential Information to third parties. You agree to take all reasonable measures to protect the secrecy of and avoid disclosure or use of Confidential Information of Magic Jax in order to prevent it from falling into the public domain. Notwithstanding the above, you shall not have liability to Magic Jax with regard to any Confidential Information which you can prove: was in the public domain at the time it was disclosed by Magic Jax or has entered the public domain through no fault of yours; was known to you, without restriction, at the time of disclosure, as demonstrated by files in existence at the time of disclosure; is disclosed with the prior written approval of Magic Jax; becomes known to you, without restriction, from a source other than Magic Jax without breach of this Agreement by you and otherwise not in violation of Magic Jax rights; or is disclosed pursuant to the order or requirement of a court, administrative agency, or other governmental body; provided, however, that You shall provide prompt notice of such court order or requirement to Magic Jax to enable Magic Jax to seek a protective order or otherwise prevent or restrict such disclosure.

20. Other Services

In addition to connecting Requesters with Providers, the Magic Jax Platform may enable Users to provide or receive goods or services from other third parties. For example, Users may be able to use the Magic Jax Platform to request home, auto, or other services from local Providers (collectively, the “Other Services”). You understand and that the Other Services are subject to the terms and pricing of the third-party provider. If you choose to purchase Other Services through the Magic Jax Platform, you authorize Magic Jax to charge your payment method on file according to the pricing terms set by the third-party provider. You agree that Magic Jax is not responsible and may not be held liable for the Other Services or the actions or omissions of the third-party provider. Such Other Services may not be investigated, monitored or checked for accuracy, appropriateness, or completeness by us, and we are not responsible for any Other Services accessed through the Magic Jax Platform.

21. Payment Processing Service Terms

Payment processing services for Service Providers on Magic Jax are provided by Stripe and 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 Service Provider on Magic Jax, 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 Magic Jax enabling payment processing services through Stripe, you agree to provide Magic Jax accurate and complete information about you and your business, and you authorize Magic Jax to share it and transaction information related to your use of the payment processing services provided by Stripe.

22. Other Provisions

Choice of Law. Except as provided in the Arbitration Agreement section, this Agreement shall be governed by the laws of the State of Colorado without regard to choice of law principles. This choice of law provision is only intended to specify the use of Colorado law to interpret this Agreement and is not intended to create any other substantive right to non-Coloradoans to assert claims under Colorado law whether by statute, common law, or otherwise.

Severability. If any provision of this Agreement is or becomes invalid or non-binding, the parties shall remain bound by all other provisions hereof. In that event, the parties shall replace the invalid or non-binding provision with provisions that are valid and binding and that have, to the greatest extent possible, a similar effect as the invalid or non-binding provision, given the contents and purpose of this Agreement.

Notice. You agree that this Agreement and all incorporated agreements may be automatically assigned by Magic Jax, in our sole discretion by providing notice to you. Except as explicitly stated otherwise, any notices to Magic Jax shall be given by certified mail, postage prepaid and return receipt requested to Magic Jax Service App, LLC, 6145 Broadway Suite 48 Denver, CO 80216. Any notices to you shall be provided to you through the Magic Jax Platform or given to you via the email address or physical address you provide to Magic Jax during the registration process.

General. You may not assign these Terms without Magic Jax prior written approval. Magic Jax may assign these Terms without your consent to: (i) a subsidiary or affiliate; (ii) an acquirer of Magic Jax equity, business or assets; or (iii) a successor by merger. Any purported assignment in violation of this section shall be void. No joint venture, partnership, employment, or agency relationship exists between

you, Magic Jax or any Third-Party Provider as a result of this Agreement or use of the Services. Headings are for reference purposes only and in no way define, limit, construe or describe the scope or extent of such section. A party's failure to act with respect to a breach by the other party does not constitute a waiver of the party's right to act with respect to subsequent or similar breaches. This Agreement sets forth the entire understanding and agreement between you and Magic Jax with respect to the subject matter hereof and supersedes all previous understandings and agreements between the parties, whether oral or written.

If you have any questions regarding the Magic Jax Platform or Services, please contact our Customer Support Team through our Contact form which can be found on our website.