

**TERMS OF USE FOR SIDE GIG, LLC D/B/A GIGPRO APP  
USER AGREEMENT FOR BUSINESSES AND PROS**

**THIS AGREEMENT CONTAINS A BINDING ARBITRATION PROVISION THAT REQUIRES DISPUTES TO BE ARBITRATED ON AN INDIVIDUAL BASIS, AND PROHIBITS CLASS ACTION CLAIMS AND YOUR RIGHT TO A JURY TRIAL. SECTION 7 OF THESE TERMS OF USE AFFECTS HOW DISPUTES BETWEEN YOU AND SIDE GIG, LLC D/B/A GIGPRO ARE RESOLVED. BY ACCEPTING THESE TERMS OF USE, YOU AGREE TO BE BOUND BY THAT ARBITRATION PROVISION AND THE FOLLOWING TERMS AND PROVISIONS:**

**INTRODUCTION TO OUR TERMS OF USE**

*Last updated: September 21, 2020*

Side Gig, LLC d/b/a GigPro provides a premier platform, mobile Apps, and a network known as the Market Place for connecting businesses with those seeking “gigs.” Our workers (“Pros”) as well as employers (“Businesses”) or collectively our “Users” must agree to be bound by all the terms and conditions set forth below. For all purposes hereunder, the term Side Gig, LLC or Side Gig shall include Side Gig’s parents, subsidiaries, assigns, successors, and licensees, as well as the GigPro App and may be interchanged with GigPro. Use of these Services is void where prohibited.

Side Gig, LLC is pleased to welcome you to our sites, software, applications, content, products, and services (“Application Services”), which may be branded Side Gig, LLC, or another brand owned or licensed by Side Gig, LLC, (“Side Gig”) such as GigPro. The following terms of use (“Terms of Use”) govern your access to and use of the Services, as well as other services that we may make available on third-party sites, applications, or platforms.

By clicking on “I Agree” or by opening, accessing, browsing, or otherwise using the Services, you agree to be bound by these Terms of Use and all of the related policies or guidelines incorporated by reference below, including any subsequent changes or modifications to any of them. If you are using the Services on behalf of a company or other legal entity, you agree to be individually bound by these Terms of Use regardless of any agreement your company may have with us. If you do not agree or object, do not open, access, browse, or otherwise continue to use the Services.

**BY CLICKING TO ACCEPT OR AGREE YOU AGREE TO BE BOUND TO THE TERMS AND CONDITIONS HEREIN. YOUR ACCEPTANCE AND USE OF THE GIGPRO APP MEANS THAT YOU AGREE TO BE BOUND BY ALL THE TERMS AND CONDITIONS THAT APPLY TO ALL**

OUR USERS, WHICH INCLUDE THE FOLLOWING: 1) USER AGREEMENT FOR BUSINESSES AND PROS and 2) GIG PRO PRIVACY POLICY (<https://www.sidegigworks.com/docs/privacy-policy-2019-06-04.pdf>) AND ALL OTHER POLICIES, RULES, GUIDELINES, TERMS AND CONDITIONS ESTABLISHED FOR USE OF THE APPLICATION AS SET FORTH THEREIN, WHICH ARE INCORPORATED BY REFERENCE. THESE TERMS ESTABLISH A CONTRACTUAL RELATIONSHIP BETWEEN YOU AND SIDE GIG, LLC D/B/A GIGPRO (hereinafter "GigPro"). IF YOU DO NOT AGREE TO THESE TERMS, YOU MAY NOT ACCESS OR USE THE SERVICES. THESE TERMS EXPRESSLY SUPERSEDE ANY AND ALL PRIOR AGREEMENTS OR ARRANGEMENTS WITH YOU. SIDE GIG MAY IMMEDIATELY TERMINATE THESE TERMS OR ANY SERVICES WITH RESPECT TO YOU, OR GENERALLY CEASE OFFERING OR DENY ACCESS TO THE SERVICES OR ANY PORTION THEREOF, AT ANY TIME FOR ANY REASON.

PLEASE READ THE TERMS OF USE, OUR PRIVACY POLICY, AND OUR OTHER TERMS AND CONDITIONS VERY CAREFULLY BEFORE USING THE SERVICE AS THEY CONTAIN IMPORTANT INFORMATION REGARDING YOUR LEGAL RIGHTS, REMEDIES, LIABILITIES, AND OBLIGATIONS.

ANY DISPUTE BETWEEN YOU AND SIDE GIG, LLC MUST BE RESOLVED BY AN INDIVIDUAL BINDING ARBITRATION. PLEASE READ THE ARBITRATION PROVISION IN THESE TERMS OF USE AS IT AFFECTS YOUR RIGHTS UNDER THIS CONTRACT.

NOTHING IN THESE TERMS OF USE IS INTENDED TO AFFECT YOUR RIGHTS UNDER THE LAW IN YOUR USUAL PLACE OF RESIDENCE. IF THERE IS A CONFLICT BETWEEN THOSE RIGHTS AND THESE TERMS OF USE, YOUR RIGHTS UNDER APPLICABLE LOCAL LAW WILL PREVAIL. TO THE EXTENT THERE IS NOT A CONFLICT, THEN THESE FOLLOWING PROVISIONS WILL APPLY.

**IN THE FOLLOWING TERMS AND CONDITIONS, THESE DEFINITIONS APPLY:**

**TERMS OF USE** – Terms of Use are the following provisions, which you agree to be bound by in order to obtain use of our service.

**BUSINESSES** – A Business is anyone who posts a gig on our marketplace. Businesses agree to conduct themselves in accordance with our Terms of Use.

**GIGPRO APP** – The GIGPRO App is the actual software program that you download from the Apple or Google Store, which is subject to our Terms of Use and Privacy Policy.

**GIGPRO MARKETPLACE** – The Market Place is where all Businesses and Pros can post and accept gigs.

**RESTAURANT** – The Term Restaurant shall be used in these Terms and conditions to mean anyone that is subject to Title 45 of the South Carolina Code of Laws and shall also apply to lunch counters and cafes.

**HOSPITALITY BUSINESS** – Hospitality Business shall mean any business that is subject to Title 45 of the South Carolina Code of Laws.

**PRO** - A pro is a third party user who has registered to participate in the market place based on certain criteria. Pros are subject to all Terms of Use for GigPro Professional and Business User Agreements contained herein. All users should note that Side Gig, LLC and GigPro are not responsible for verification of Business or Pro information. Businesses and Pros should use their own judgment and extreme caution when using a Pro or going to complete a gig at a business. Pros are not employees of Side Gig, LLC. Pros are temporary laborers that participate in the market place on a voluntary basis and are Independent Contractors.

**GIG** – A gig is a temporary job posted by a Business.

**SERVICES** – Services are those provided by Pros

**APPLICATION SERVICES** – Application Services are the services provided by Side Gig, LLC and the GigPro App which give users access to the Market Place and facilitate payment between a third party (Stripe). Users are subject to the terms and conditions herein.

**AUTHORIZED USE**- Authorized use is only use that is subject to these terms and conditions.

**MARKETPLACE BUSSINESS ACCOUNT** – Is an account created by a business in order to post gigs.

**OCCUPATIONAL HAZARD INSURANCE** – Is non-optional and provides a degree of coverage for Pros who may be injured on the job.

## **1. CONTRACTUAL RELATIONSHIP**

These Terms of Use ("Terms") govern your access of this application and how you, as a Business owner (hereinafter "Businesses") or as a Independent Contract Worker (hereinafter "Pro") may use the GigPro App and/or Software as defined in this agreement. By accepting these Terms, you represent and warrant that you are authorized to agree to these Terms on behalf of your restaurant or as a private event organizer and that you are able to bind your Restaurant, Client, or yourself to these Terms for which you are both personally and severally liable.

By agreeing to these terms as a business, you are representing that you are an independent company in the restaurant and/or hospitality business, and you are authorized to conduct your business in the state(s) or jurisdiction(s) in which you operate.

By agreeing to these terms as a Pro you are representing that you are eligible in accordance with paragraph 9 of this agreement.

By accepting these terms you represent to Side Gig, LLC d/b/a GigPro the following: 1) that you desire to enter into these Terms for the purpose of accessing the GigPro Market Place in order to and for the purposes of obtaining a Pro to fill a “Gig” or that you are a Pro and that you desire to enter into these terms for the purpose of accessing the GigPro Market Place in order to and for the purposes of filling “Gigs.”

Supplemental terms and conditions may apply to certain Services, such as policies for a particular event, activity or promotion, and such supplemental terms will be disclosed to you and you must accept such supplemental terms in order to receive the applicable Service(s). Such supplemental terms are in addition to, and shall be deemed a part of, these Terms for the purposes of the applicable Service(s). Supplemental terms shall prevail over these Terms in the event of a conflict with respect to the applicable Services.

GigPro may amend the Terms related to the Services from time to time. Amendments will be effective upon GigPro’s posting of such updated Terms at this location or the amended policies or supplemental terms on the applicable Service(s). Your continued access or use of the Services after such posting constitutes your consent to be bound by the Terms, as amended.

## **2. APPLICATION SERVICES**

The Application Services provided by this Application cover your authorized use of the GigPro Marketplace place that enables users of Side Gig, LLC’s mobile application GigPro, or websites wherein you are able to arrange and schedule as a Business for services provided by Pros or as a Pro able to apply and fill “Gigs.”

YOU ACKNOWLEDGE THAT SIDE GIG, LLC ITSELF DOES NOT PROVIDE SERVICES AND THAT SERVICES ARE PROVIDED BY PROS PURSUANT TO THESE TERMS OF USE. PROS FURTHER ACKNOWLEDGE THAT THEY ARE INDEPENDENT CONTRACTORS AND NOT EMPLOYEES OF SIDE GIG, LLC.

### **2.1 LICENSE**

Subject to your compliance with these Terms, Side Gig grants you a limited, non-exclusive, non-sub licensable, revocable, non-transferrable license to: (i) access and use the GigPro App on your personal or professional devices solely in connection with your use of the Services; and (ii) access and use any content, information and related materials that may be made available through the Services, in each case solely in connection with your use of the Services. Side Gig, LLC and/or Side Gig, LLC’s licensors, reserve any rights not expressly granted herein.

## **2.2 RESTRICTIONS**

You may not: (i) remove any copyright, trademark or other proprietary notices from any portion of the Services; (ii) reproduce, modify, prepare derivative works based upon this application or its contents, distribute, license, lease, sell, resell, transfer, publicly display, publicly perform, transmit, stream, broadcast or otherwise exploit the Services except as expressly permitted by GigPro; (iii) decompile, reverse engineer or disassemble the Services except as may be permitted by applicable law; (iv) link to, mirror or frame any portion of the Services; (v) cause or launch any programs or scripts for the purpose of scraping, indexing, surveying, or otherwise data mining any portion of the Services or unduly burdening or hindering the operation and/or functionality of any aspect of the Services; or (vi) attempt to gain unauthorized access to or impair any aspect of the Services or its related systems or networks.

## **2.3 THIRD PARTY SERVICES AND CONTENT**

When you use the Application Services it is possible that it may be made available or accessed in connection with a third party service advertisement, or payment that GigPro does not control. You acknowledge that different terms of use and privacy policies may apply to your use of those third-party services and content. Side Gig, LLC has no control over third-party services and content and in no event shall Side Gig, LLC be responsible or liable for any interactions you may have with or any products or services you may receive from such third party providers.

## **2.4 OWNERSHIP**

The Application Services and all rights therein are and shall remain Side Gig, LLC and GigPro's property or the property of Side Gig's licensors. Neither these Terms nor your use of the Services convey or grant to you any rights: (i) in or related to the Services except for the limited license granted above; or (ii) to use or reference in any manner Side Gig's company names, logos, product and service names, trademarks or services marks or those of Side Gig's licensors.

# **3. YOUR USE OF THE APPLICATION SERVICES**

## **3.1 ELIGIBILITY**

You, as a user of the Application Services represent and warrant that you are at least eighteen (18) years of age, that you have never been convicted of a felony, and that you have the right, authority, and capacity to enter into this agreement and comply with all terms and conditions of the Terms of Use. We make an effort to advertise to individuals who are at least eighteen (18) years of age or older and will not knowingly collect any information from children under the age of thirteen (13). We are not responsible for any

misrepresentations related to user's age and reserve the right to terminate the account of any user whom we believe has provided false information to us or to any other users.

### **3.2 USER ACCOUNTS**

In order to use the Application Services, you must register for and maintain an active Marketplace Business account ("*Account*"). Account registration requires you to submit to Side Gig, LLC and GigPro certain personal information, such as your name, company name, address, and phone number, as well as valid credit card or ACH payment method. You agree to maintain accurate, complete, and up-to-date information in your Account. Your failure to maintain accurate, complete, and up-to-date Account information, including having an invalid or expired payment method on file, may result in your inability to access and use the Services or Side Gig's termination of these Terms with you. You are responsible for all activity that occurs under your Account, and you agree to maintain the security and secrecy of your Account username and password at all times. Unless otherwise permitted by Side Gig, LLC in writing, you may only possess one Account per business and per Pro.

### **3.3 USER REQUIREMENTS AND CONDUCT**

You may not authorize third parties to use your Account. You may not assign or otherwise transfer your Account to any other person or entity. You agree to comply with all applicable laws when using the Services, and you may only use the Services for lawful purposes. You will not in your use of the Services cause nuisance, annoyance, inconvenience, or property damage, whether to a Pro, to the GigPro Marketplace or to any other party. In certain instances, you may be asked to provide proof of identity to access or use the Services, and you agree that you may be denied access to or use of the Services if you refuse to provide proof of identity.

You may not post violent, nude, partially nude, discriminatory, unlawful, infringing, hateful, pornographic or sexually suggestive photos or other content via the Application Service.

### **3.4 TEXT MESSAGING**

By creating an Account, you give **express consent** that the Services may send you informational text (SMS) messages as part of the normal business operation of your use of the Services and that use of SMS is necessary to utilize the Services. When you create an account, we will send you an SMS message to confirm your sign-up. You can cancel the SMS service at any time by replying "**STOP**" in the text message you received. After you send the SMS message "**STOP**" to us, we will send you an SMS message to confirm that you have been unsubscribed. After this, you will no longer receive SMS messages from us. If you want to join again, just sign up as you did the first time and we will start sending SMS messages to you again.

If at any time you forget what keywords are supported, just reply "**HELP**" to the text message you received. After you send the SMS message "**HELP**" to us, we will respond with instructions on how to use our service as well as how to unsubscribe. **Message and data rates may apply for any messages sent to you from us and to us from you.** Message frequency depends on your use of the Services. If you have any questions about your text plan or data plan, please contact your wireless provider.

### **3.5 PROMOTIONAL CODES**

*Side Gig, LLC may, in Side Gig's sole discretion, create promotional codes that may be redeemed for Account credit, or other features or benefits related to the Services and/or a Pro's services, subject to any additional terms that GigPro establishes on a per promotional code basis ("Promo Codes"). You agree that Promo Codes: (i) must be used for the intended audience and purpose, and in a lawful manner; (ii) may not be duplicated, sold or transferred in any manner, or made available to the general public (whether posted to a public form or otherwise), unless expressly permitted by GigPro; (iii) may be disabled by GigPro at any time for any reason without liability to GigPro; (iv) may only be used pursuant to the specific terms that GigPro establishes for such Promo Code; (v) are not valid for cash; and (vi) may expire prior to your use. GigPro reserves the right to withhold or deduct credits or other features or benefits obtained through the use of Promo Codes by you or any other user in the event that GigPro determines or believes that the use or redemption of the Promo Code was in error, fraudulent, illegal, or in violation of the applicable Promo Code terms or these Terms.*

### **3.5 NETWORK ACCESS AND DEVICES**

You are responsible for obtaining network access necessary to use the Services. Your mobile network's data and messaging rates and fees may apply if you access or use the Services from a wireless-enabled device. You are responsible for acquiring and updating compatible hardware or devices necessary to access and use the Application Services and the GigPro App and any updates thereto. Side Gig, LLC does not guarantee that the Application Services, or any portion thereof, will function on any particular hardware or devices. In addition, the Services may be subject to malfunctions and delays inherent in the use of the Internet and other electronic communications.

## **4. PROS AND BUSINESSES**

You acknowledge and agree that your arranging and obtaining of Services from a Pro creates a direct business relationship between you and that Pro, and your interactions and dealings with such Pro are solely between you and such Pro. Pros likewise acknowledge and agree that Pros are seeking to temporarily meet the need of a Business and are Independent Contractors to the fullest extent permissible by law and are not employees of Side Gig, LLC or GigPro and your interactions and dealings with such Businesses are solely between you and the Business. Side Gig, LLC is not responsible or liable for the

actions or inactions of any Pro in relation to use of the Application Services nor are they liable to Pros for the actions or inactions of any businesses.

SIDE GIG, LLC and GigPro App require all Pros to obtain and maintain a valid and sufficient Occupational Accident Insurance (“OAI”) policy. However, Side Gig, LLC will not be responsible for any Pros failure to comply with this requirement. While Businesses shall have the sole responsibility for any obligations or liabilities to Pros or other third parties that arise from your arranging and obtaining and using services, Pros will be and are required to maintain OAI through the app. As a Pro and/or a Business You acknowledge and agree that you are solely responsible for taking such precautions as may be reasonable and proper for a Business that intends to use temporary labor and/or a Pro that intends on using or providing temporary labor, which may include maintaining adequate insurance that meets the requirements of all applicable laws regarding any acts or omissions of a Business or Pro or any other third party. This includes your direct responsibility for any form of workers compensation required by your state for the use of temporary labor. Each Business and Pro agrees to hold harmless SideGig, LLC and GigPro App from any dispute arising in injury that may occur on the premises of a business or as a result of use through this app. Furthermore, Side Gig, LLC and the GigPro App is not a referral service or employment agency.

## **5. PAYMENT**

### **5.1 CHARGES**

GigPro does not provide professional services and does not charge for professional services or services provided by a Pro. GigPro receives a service fee in exchange for its services.

You understand that use of GigPro and the Market Place may result in charges to you for the Services you receive from a Pro ("*Charges*"). These charges are due once you have posted a gig and accepted a Pro for the Gig and Side Gig, LLC reserves the right to pull payment from your account at that time and to bill you for any unpaid “Charges” at any time.

After you have received services obtained through your use of GigPro, the GigPro Platform will facilitate the payment through the app using a third party provider: Stripe. Facilitation of payment through Stripe is subject also to the terms and conditions of Stripe. Businesses and Pros both agree that the use of Stripe is for convenience of payment and is built in at your request, and that use of Stripe is also subject to its own terms and conditions, which may also be subject to change. Once you hit “Pay” your transaction will be processed through Stripe, which will result in the extraction of our fee to each user (15% from the business, and 5% from the Pro), and payment for insurance at



the rate of .38 (thirty-eight) cents an hour. Businesses must and agree to facilitate payment to be made to the Pro by hitting “Pay.” Charges paid by you are final and non-refundable, unless otherwise determined by Side Gig, LLC. You retain the right within the limitations of the GigPro App to set the rate of pay through the App when posting a Gig. The Rate of Pay that is set prior to the event for services that will be received by you from any such Pro(s) at the time you receive such services. Side Gig, LLC will respond accordingly to any request from a Pro to modify the charges for a particular service if necessary. Once you have employed a Pro, you are responsible for making payment to that Pro by hitting “Pay” and you agree to hold harmless Side Gig, LLC for your failure to make timely payment in accordance with laws of South Carolina. If you do not hit “Pay,” then you agree to allow GigPro to extract the payment from you.

GigPro does not provide professional services and does not charge for professional services or services provided by a Pro. GigPro receives a service fee in exchange for its application services provided through the platform such as use of the Market Place.

As between you and Side Gig, LLC, Side Gig, LLC reserves the right to establish, remove and/or revise Charges for any or all Services obtained through the use of the platform at any time in Side Gig, LLC’s sole discretion. Side Gig, LLC will use reasonable efforts to inform you of Charges that may apply, provided that you will be responsible for Charges incurred under your Account regardless of your awareness of such Charges or the amounts thereof. Side Gig, LLC may from time to time provide certain users with promotional offers and discounts that may result in different amounts charged for the same or similar services obtained through the use of the Services, and you agree that such promotional offers and discounts, unless also made available to you, shall have no bearing on your use of the Services or the Charges applied to you. You may elect to cancel your request for services from a Pro at any time prior to such Pro's arrival, in which case you may be charged a cancellation fee, in accordance with Side Gig, LLC’s then current cancellation policy. The current cancellation policy requires 24-hour notice prior to the Gig to cancel and is subject to change.

## **5.2 SERVICE CHARGES**

In consideration of Side Gig, LLC’s provision of the GigPro Services for your use and benefit hereunder, you agree to pay GigPro a service charge on a per transaction basis calculated as a percentage of the Pro’s compensation for a particular event at the rate of 15% to the Business and 5% to the Pro – which is to include any method that is employed by GigPro (regardless of any alternately negotiated Charges), as provided or otherwise made available by GigPro from time to time (“Service Charge”). GigPro reserves the right to change the Service Charge at any time in its sole discretion, and GigPro will provide you with notice in the event of such change. Continued use of the GigPro Services after any such change in the Service Charge calculation shall constitute your consent to such change.

After each gig, the Pro will be paid the Gig amount after all deductions are made. The amount will appear in the Pro's account and will be the net of any credit card and processing fees. Pros must provide their payment account information prior to receiving payment.

By agreeing to these Terms, every Business gives GigPro permission and irrevocably authorizes and instructs GigPro, through its third-party payment processing company, to charge the Gig to their credit card, Paypal, or Stripe account or other approved methods of payment.

### **5.3 PLACEMENT FEES**

In the event that you hire a Pro as an employee within sixty (60) days after last receiving Restaurant Services arranged via the GigPro Services from such Pro, you agree to promptly notify GigPro of such hire and pay GigPro the then-current placement fee ("Placement Fee") within ten (10) days of the date such Pro commences employment.

You can find the current Placement Fee Schedule at [www.SideGig.com/schedule](http://www.SideGig.com/schedule)

### **5.4 PAYMENT METHODS**

All Charges and Service Fees are due immediately and payment will be facilitated by GigPro using the preferred payment method designated in your Account, after which GigPro will send you a report by email. If your primary Account payment method is determined to be expired, invalid or otherwise not able to be charged, you agree that GigPro may, as the Pro's limited payment collection agent, use a secondary payment method in your Account, if available. In the event that there are unpaid or past due amounts for Charges, Services Fees, or Placement Fees associated with your account, you must pay a finance charge of the lesser of 1.5% per month or the maximum amount permitted by law on such outstanding balances, plus all expenses of collection, including reasonable attorneys' fees.

## **6. DISCLAIMERS; LIMITATION OF LIABILITY; INDEMNITY.**

### **6.1 DISCLAIMER**

THE SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE." SIDE GIG (ON BEHALF OF ITSELF, ITS LICENSORS, AND THE PROS) DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS, IMPLIED, OR STATUTORY, NOT EXPRESSLY SET OUT IN THESE TERMS, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. IN ADDITION, SIDE GIG (ON BEHALF OF ITSELF, ITS LICENSORS, AND THE PROS) MAKES NO REPRESENTATION, WARRANTY, OR GUARANTEE REGARDING THE RELIABILITY, TIMELINESS, QUALITY, SUITABILITY, OR AVAILABILITY OF THE SERVICES OR ANY RESTAURANT SERVICES REQUESTED THROUGH THE USE OF THE SERVICES, OR THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE. SIDE GIG DOES NOT GUARANTEE THE QUALITY, SUITABILITY, SAFETY OR ABILITY

OF PROS OR THE RESTAURANT SERVICES THEY PROVIDE. YOU AGREE THAT THE ENTIRE RISK ARISING OUT OF YOUR USE OF THE SERVICES, AND ANY RESTAURANT SERVICE REQUESTED IN CONNECTION THEREWITH, REMAINS SOLELY WITH YOU, TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW.

## **6.2 NO SERVICE GUARANTEE**

SIDE GIG AND ITS LICENSORS DO NOT GUARANTEE THE AVAILABILITY OR UPTIME OF THE SERVICES OR THE SIDE GIG APP. YOU ACKNOWLEDGE AND AGREE THAT THE SERVICES OR THE SIDE GIG APP MAY BE UNAVAILABLE AT ANY TIME AND FOR ANY REASON (e.g., DUE TO SCHEDULED MAINTENANCE OR NETWORK FAILURE). FURTHER, THE SERVICES OR THE SIDE GIG APP MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS, AND SIDE GIG ARE NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGES, LIABILITIES OR LOSSES RESULTING FROM SUCH PROBLEMS.

## **6.3 LIMITATION OF LIABILITY**

NEITHER SIDE GIG, LLC, ITS LICENSORS, NOR THE PROS SHALL BE LIABLE UNDER OR RELATED TO THESE TERMS FOR ANY OF THE FOLLOWING, WHETHER BASED ON CONTRACT, TORT OR ANY OTHER LEGAL THEORY, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES: (i) ANY INCIDENTAL, PUNITIVE, SPECIAL, EXEMPLARY, CONSEQUENTIAL, OR OTHER INDIRECT DAMAGES OF ANY TYPE OR KIND; OR (ii) LOSS OR INACCURACY OF DATA, OR LOSS OF BUSINESS, REVENUE, PROFITS, USE OR OTHER ECONOMIC ADVANTAGE. THIS LIMITATION OF LIABILITY INCLUDES ANY OF THE FOREGOING TYPES OF DAMAGES ARISING FROM YOUR ACCESS OR USE OF THE SERVICES OR ANY RESTAURANT SERVICES PROVIDED BY PROS. SIDE GIG, LLC'S SERVICES MAY BE USED BY YOU TO REQUEST AND SCHEDULE RESTAURANT SERVICES WITH PROS, BUT YOU AGREE THAT SIDE GIG HAS NO RESPONSIBILITY OR LIABILITY TO YOU RELATED TO ANY RESTAURANT SERVICES PROVIDED TO YOU BY PROS OTHER THAN AS EXPRESSLY SET FORTH IN THESE TERMS.

IN NO EVENT SHALL THE TOTAL LIABILITY OF SIDE GIG, LLC OR ITS LICENSORS TO YOU EXCEED FIVE HUNDRED DOLLARS (\$500.00).

THE LIMITATIONS AND DISCLAIMER IN THIS SECTION DO NOT PURPORT TO LIMIT LIABILITY OR ALTER YOUR RIGHTS THAT CANNOT BE EXCLUDED UNDER APPLICABLE LAW.

## **6.4 Indemnity**

You agree to indemnify, defend, and hold harmless Side Gig, LLC and its officers, directors, agents, investors, and employees from and against all past, present, and future claims, causes of action, demands, lawsuits, actions, liabilities, losses, expenses, obligations or damages of every kind and nature (including personal injuries, death and property damage) or other demand of liability of any kind (including attorneys' fees) and costs incurred by us in connection with any claim, cause of action, demand, lawsuit or action by a third party arising directly or indirectly out of or in any way connected with a) the Services, b) your failure to comply with the Terms of Use in any way, c) your submission of materials or content on the Services, d) any other activity in which you engage on or through or because of the Services, and e) any third-party claims, including, without limitation, those of any users or your interaction with any other user. You further agree that you will reasonably cooperate in the defense of any such claims. Side Gig, LLC reserves the right to select its own legal counsel to represent its interests and you agree to reimburse Side Gig, LLC for its attorneys' fees and costs immediately upon request as they are incurred. You agree not to settle any such claim without the prior written consent of Side Gig, LLC. The obligations described in this section shall include indemnifying and holding harmless Side Gig, LLC from and against losses incurred in enforcing this section.

## **7. DISPUTE RESOLUTION**

### **7.1 Arbitration**

You agree that any dispute, claim or controversy arising out of or relating to these Terms or the breach, termination, enforcement, interpretation or validity thereof or the use of the Services (collectively, "*Disputes*") will be settled by binding arbitration between you and Side Gig, LLC, except that each party retains the right to bring an individual action in small claims court and the right to seek injunctive or other equitable relief in a court of competent jurisdiction to prevent the actual or threatened infringement, misappropriation or violation of a party's copyrights, trademarks, trade secrets, patents or other intellectual property rights. You acknowledge and agree that you and Side Gig, LLC are each waiving the right to a trial by jury or to participate as a plaintiff or class in any purported class action or representative proceeding. Further, unless both you and Side Gig, LLC otherwise agree in writing, the arbitrator may not consolidate more than one person's claims and may not otherwise preside over any form of any class or representative proceeding. If this specific paragraph is held unenforceable, then the entirety of this "Dispute Resolution" section will be deemed void. Except as provided in the preceding sentence, this "Dispute Resolution" section will survive any termination of these Terms.

### **7.2 Arbitration Rules and Governing Law**

The arbitration will be administered by the Judicial Arbitration & Mediation Services ("*JAMS*") in accordance with the Arbitration Rules and Procedures then in effect (the "*JAMS Rules*"), except as modified by this "Dispute Resolution" section. The Federal Arbitration Act will govern the interpretation and enforcement of this section.

### **7.3 Arbitration Process**

A party who desires to initiate arbitration must provide the other party with a written Demand for Arbitration. The arbitrator will be either a retired judge or an attorney licensed to practice law in the state of South Carolina and will be selected by the parties. If the parties are unable to agree upon an arbitrator within seven (7) days of delivery of the Demand for Arbitration, then the arbitrator shall be selected on an expedited basis in accordance with the Arbitration Rules and Procedures of *JAMS*.

### **7.4 Arbitration Location and Procedure**

Unless you and Side Gig, LLC otherwise agree, the arbitration will be conducted in the county where you reside. If your claim does not exceed \$10,000, then the arbitration will be conducted solely on the basis of documents you and Side Gig, LLC submit to the arbitrator, unless you or SideGig request a hearing or the arbitrator determines that a hearing is necessary. If your claim exceeds \$10,000, your right to a hearing will be determined by the *JAMS Rules*. Subject to the *JAMS Rules*, the arbitrator will have the discretion to direct a reasonable exchange of information by the parties, consistent with the expedited nature of the arbitration.

### **7.5 Arbitrator's Decision**

The arbitrator will render an award within the time frame specified in the *JAMS Rules*. The arbitrator's decision will include the essential findings and conclusions upon which the arbitrator based the award. Judgment on the arbitration award may be entered in any court having jurisdiction thereof. The arbitrator's award damages must be consistent with the terms of the "Limitation of Liability" section above as to the types and the amounts of damages for which a party may be held liable. The arbitrator may award declaratory or injunctive relief only in favor of the claimant and only to the extent necessary to provide relief warranted by the claimant's individual claim. If you prevail in arbitration you will be entitled to an award of attorneys' fees and expenses, to the extent provided under applicable law. Side Gig, LLC will not seek, and hereby waives all rights Side Gig, LLC may have under applicable law to recover, attorneys' fees and expenses if Side Gig, LLC prevail in arbitration.

### **7.6 Fees**

Your responsibility to pay any JAMS filing, administrative and arbitrator fees will be solely as set forth in the JAMS Rules. However, if your claim for damages does not exceed \$75,000, Side Gig, LLC will pay all such fees unless the arbitrator finds that either the substance of your claim or the relief sought in your Demand for Arbitration was frivolous or was brought for an improper purpose (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)).

## **8. OTHER PROVISIONS**

### **8.1 Choice of Law**

These Terms are governed by and construed in accordance with the laws of the State of South Carolina, U.S.A., without giving effect to any conflict of law principles.

### **8.2 Notice**

Side Gig, LLC may give notice by means of a general notice on the Services, electronic mail to your email address in your Account, or by written communication sent by first class mail or pre-paid post to your address in your Account. Such notice shall be deemed to have been given upon the expiration of 48 hours after mailing or posting (if sent by first class mail or pre-paid post) or 12 hours after sending (if sent by email). You may give notice to Side Gig, LLC, with such notice deemed given when received by Side Gig, LLC, at any time by first class mail, pre-paid post, or electronic mail to Side Gig, LLC, 2236 Bailey Drive North Charleston, South Carolina 29405 or [feedback@sidegigworks.com](mailto:feedback@sidegigworks.com).

### **8.3 General**

You may not assign these Terms without Side Gig, LLC's prior written approval. Side Gig, LLC may transfer, assign, or delegate these Terms and its rights and obligations without your consent. Any purported assignment in violation of this section shall be void. No joint venture, partnership, employment, or agency relationship exists between you, Side Gig, LLC or any Pro as a result of these Terms or use of the Services. If any provision of these Terms is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall be enforced to the fullest extent under law. Side Gig, LLC's failure to enforce any right or provision in these Terms shall not constitute a waiver of such right or provision unless acknowledged and agreed to by Side Gig, LLC in writing. If you do not agree to all terms and conditions, then you cannot use this app. Please read the TERMS OF USE FOR SIDE GIG, LLC D/B/A GIGPRO APP USER AGREEMENT FOR BUSINESSES AND PROS.

### **8.4 Data Retention and Account Termination**

We may Keep the information we obtain from or about you as long as is permitted or required under the law. If your account is deactivated, we will remove your User Content from the site, but may retain your data in our systems in order to ensure our ability to satisfy the authorized uses under our privacy policy. For example, we may use retained data to prevent, investigate, or identify possible wrongdoing in connection with the Site, to enhance the Site, or to comply with legal obligations. Please note that information may exist in backup storage even after it has been removed from our active databases.

### **8.5 GigPro does not endorse any of its Users**

GigPro only provides a marketplace on which Businesses seeking a Pro may interact and transact whereby the Pro will operate under the complete supervision of the business. GigPro does not endorse any of its Users and makes no representations or warranties concerning the qualifications of and User (Business or Pro) on the site.

### **8.6 GigPro does not vouch for the accuracy of peer reviews**

GigPro does not vouch for the accuracy of peer reviews. You acknowledge and agree that feedback benefits the marketplace, all Users, and the efficiency of the Site and you specifically request that GigPro post

composite or compiled feedback about Users, including yourself, on User profiles and elsewhere on the Site. You acknowledge and agree that feedback results for you may include comments, ratings, indicators of User satisfaction, and other feedback left by other Users or GigPro. You further acknowledge and agree that GigPro will make feedback results available to other Users, including composite or compiled feedback. GigPro provides this feedback system as a means through which Users can share their opinions publicly and GigPro does not monitor or censor these opinions. These reviews do not constitute a guarantee, warranty, or prediction regarding the outcome of any future engagement(s).

## **9. ELIGIBILITY**

You, as a user of the Application Services represent and warrant that you are at least eighteen (18) years of age, that you have never been convicted of a felony, and that you have the right, authority, and capacity to enter into this agreement and comply with all terms and conditions of the Terms of Use. We make an effort to advertise to individuals who are at least eighteen (18) years of age or older and will not knowingly collect any information from children under the age of thirteen (13). We are not responsible for any misrepresentations related to user's age and reserve the right to terminate the account of any user whom we believe has provided false information to us or any other users.

SERVICES ARE NOT DIRECTED AT NOR INTENDED FOR THE USE OF, CHILDREN UNDER THE AGE OF 13. IF YOU ARE UNDER THE AGE OF 13, DO NOT REGISTER OR SUBMIT ANY PERSONAL INFORMATION TO THE SERVICE AND IMMEDIATELY STOP USING THIS SERVICE.

## **10. USERS AND SUBSCRIPTION**

Only User: You hereby agree that you will be the sole user of your account, that no other individuals are authorized to use your account, and that you are responsible for all use of your account and activity thereon. You agree to contact Side Gig immediately upon discovering or suspecting unauthorized use of your account.

Information Provided by Users: It is the responsibility of users to provide accurate, timely, updated and complete information to us when creating an account and using the Services and we are not responsible for any claims or disputes related to any incomplete, inaccurate or untimely information provided by you to us.

Content Posted By You: As to any content, information or materials you provide to the Services, you represent and warrant that you have the right to use and share such content, information or materials on the Services. You hereby irrevocably grant to Side Gig and its affiliates, advertisers, promoters, or distribution partners a perpetual, irrevocable, non-exclusive, worldwide, royalty-free, sub-licensable, and transferable (in whole or part) license to all copyrights, trademarks, patents, trade secrets, privacy and publicity rights, and other intellectual property rights you own or control to use, reproduce, transmit, display, exhibit, distribute, index, comment on, modify, create derivative works based upon, perform and otherwise exploit any content, information or materials provided in any way by you to us and hereby agree that we and our affiliates, advertisers, promoters, or distribution partners may use such content as determined to be appropriate our sole discretion, all without further notice to you, with or without attribution, and without the requirement of any permission from or payment to you or to any other person or entity. You, as a user, are solely responsible for all content you share, provide, produce, display, publish, or disseminate to other users whether such action was taken by you or by Side Gig, with your express authorization. We reserve the right to delete any such content that, in the sole discretion of Side Gig, violates these Terms of Use or which may fall under the Prohibited Activities below. You expressly authorize us to use, forward, or post your profile and/or resume on other social media and internet platforms, sites or services.

Prohibited Activities: In the interest of maintaining your integrity and the integrity of the Services, please do not:

- Share, provide, produce, display, publish or disseminate to others content that:

- Is defamatory, abusive, obscene, profane, objectionable, offensive, libelous, sexually oriented, threatening, harassing, or racially offensive;
  - Is illegal or infringes or violates another user's rights, promotes illegal activity including copying the copyrighted works of another user, or provides instructional information about illegal activities Is inaccurate, false, out-of-date or misleading, including profile images that are not your likeness or misrepresenting your current or previous employment and qualifications; Is harmful or threatening to the safety of users; Promotes racism, bigotry, hatred or physical harm against any individual or group of individuals;
  - Consists of "junk mail," "chain letters," or "spamming";
  - Contains any restricted, password only, or hidden pages or images;
  - Contains any material targeted at individuals under the age of eighteen (18), including material that exploits such individuals in a sexual or violent manner or solicits personal information from them;
  - Requests passwords, account information, or personally identifying information for any commercial or unlawful purposes from another user; and
  - Engages in commercial activities and/or sales without Side Gig's prior written consent including, but not limited to, contests, sweepstakes, bartering, advertising and pyramid schemes.
- Impersonate another user or entity or create an account for anyone other than a natural person;
  - Harass others in any way, including stalking;
  - Expressly state or imply that any statements you or others make are endorsed by Side Gig unless you have the prior written consent of Side Gig;
  - Use any software, application, program, device or process, including the use of any robot or spider, to gather, catalog, or in any way duplicate or circumvent the structure or appearance of the Services;
  - Post, distribute, duplicate, infringe, remove, or otherwise use any copyrighted materials, trademarks, brands, logos or other proprietary information or notices without obtaining the prior written consent of the owner of such rights;
  - Disrupt or interfere in any way with the Services or any of the servers or networks connected to the Services;
  - Utilize or copy any information or content to provide any service that is competitive, in Side Gig's sole discretion, with Side Gig or access the Services for any competitive purpose including monitoring availability, performance or functionality;
  - Share, provide, produce, display, publish or disseminate to others any material that contains any sort of virus or any files or programs that are designed to disrupt, destroy or reduce the functionality of the Services or any software, hardware, and/or equipment related to it;
  - Share any non-user information without such non-user's express permission;
  - Disguise the origin of any information transmitted via the Services;
  - Direct any person to the Services by using meta tags, code, or any other devices including any reference to the Services to for any reason whatsoever;
  - Remove, cover or otherwise obscure any form of advertisement included on the Services;
  - "frame" or "mirror" any part of the Services without our prior written authorization;
  - Alter, adapt, sublicense, translate, sell, reverse engineer, decompile, disassemble or otherwise attempt to derive the source code for any portion of the Services or any other software used on or for the Services; and/or

- Override or attempt to override any security component on the Services.

You agree to immediately report to Side Gig, LLC any suspected misconduct or false information provided by other users of the Services.

Side Gig, LLC reserves the right to investigate and take legal action against anyone who violates the above provisions including, without limitation, the right to suspend or terminate the account of any such violators. The above list is not all-inclusive as to activities for which an account may be suspended or terminated.

No Joint Venture or Agency: Simply by virtue of using the Side Gig Services, Side Gig does not serve as an employer of any user or any employers using the Services and users are in no way legally affiliated with Side Gig other than as expressly described by the Terms of Use and applicable employment Account Security: At the time a user creates an account, he/she will be required to create a password for such account. You are responsible for a) maintaining the security of your password, b) all activity occurring on your account, c) logging out of your account at the end of each session, whether on a personal or public device, and d) notifying Side Gig of any actual or suspected unauthorized use of your account. Please use enhanced caution whenever accessing your account from a public computer.

No Joint Venture or Agency: Simply by virtue of using the Side Gig Service, users are not employees, independent contractors, or creating any other agency relationship with Side Gig. You agree that if Side Gig intends to create an independent contractor relationship, partnership, joint venture, employer-employee, franchise relationship or any other agency relationship of any kind the parties will enter into a written agreement.. Side Gig expressly disclaims any liability arising between users of the Services.

Notice of Cancellation: Until and unless you or Side Gig terminates your account, such account will continue for an indefinite period of time. Should you prefer stop using the Services, please send an email to cancel to: If you have paid for any services and you decide to terminate your account, you may use those services through the end of the commitment period, and you will not receive any refund of fees.

Fees: By creating a client account, you are responsible for providing timely payment for all services provided by Side Gig, and your acceptance in setting up an account in our systems authorizes Side Gig, LLC to charge you in accordance with the applicable service agreement(s) and attachments, including but not limited to scopes of work ("SOW"). You will be advised in advance of any fees or charges for service on your account.

Miscellaneous: As a user of Side Gig, you agree to:

- Comply with all applicable local, state, federal and international laws including, without limitation, privacy, intellectual property, and tax laws along with all other regulatory requirements;
- Provide accurate and updated information;
- Review and comply with these Terms of Use and our Privacy Policy, along with all other applicable policies and notices concerning the Services; and
- At all times while using the Services, act professionally and responsibly.

For information about our responsible disclosure policy and any other technical inquiries, send an email to: [sidegigfeedback@gmail.com](mailto:sidegigfeedback@gmail.com)

## **11. OCCUPATIONAL HAZARD INSURANCE**

You acknowledge that as a Pro you are an independent contractor, not an employee of Side Gig, LLC. As such, you acknowledge and understand that you are not covered by any insurance that may be provided by



Side Gig to its employees, including, without limitation, health insurance, workers compensation insurance, general liability insurance, and automobile liability insurance. Side Gig requires that, as an independent contractor, you maintain workers' compensation or occupational accident insurance for which you are solely and exclusively responsible for; Specifically, in the event that you are injured while working in the course and scope of an engagement for Side Gig, LLC, you acknowledge and understand that you will not be covered by any workers compensation insurance coverage that Side Gig may provide to its employees. Further, in the event that your actions cause an injury to a third party while you are working in the course and scope of performing a Side Gig Engagement or the Services, you acknowledge and understand that you will not be covered by any general liability or automobile liability insurance coverage that Side Gig, LLC may have, and that Side Gig is not making any commitment to defend and/or indemnify you in such circumstances, and specifically denies such obligation. If you do not provide proof of workers' compensation or occupational accident insurance, you will be charged a Trust and Safety Fee that will be paid towards Side Gig's supplemental occupational accident insurance. By agreeing to these Terms, you are agreeing to pay this fee.

## **12. TERM**

The Terms of Use are effective immediately and will remain in full force and effect during the duration of your use of the Services (including the duration your account is open, regardless of your activity thereon). You may terminate your account at any time by submitting a written notice to Side Gig. If for some reason you are unable to email us, please send written notice of termination to Side Gig, LLC, Attn: SideGig User Termination 353 N. Nassau Street Charleston, South Carolina 29403. You may be asked to provide a reason for your termination. We may terminate your use of our Services at any time and will notify you of such termination via the most recent email address you have provided to us. Such notification is not required to be sent prior to termination of your account. You will not be entitled to any refunds of applicable monies if we terminate your account due to your breach the Terms of Use or any other Side Gig policy. All account termination decisions are in Side Gig's sole discretion and we are not required to give reason for termination. After termination, the Terms of Use remain enforceable against the user and, when possible and applicable, all terms and conditions of the Terms of Use shall survive termination including, without limitation, ownership provisions, warranty disclaimers, and limitations of liability.

## **13. INTERACTIONS WITH OTHER USERS**

Interaction between users: You are solely responsible for all interactions with other users. Businesses, Specialists, and all users agree to make their own decisions regarding persons they employ, and work (gigs), job positions, campaigns, events or projects they claim. Users represent, understand and expressly agree that Side Gig does not have any liability for or control over any user's authenticity, integrity, abilities or responsibility online or onsite in the workplace. Additionally, all users expressly agree not to hold Side Gig or its officers, directors, agents, investors, and employees liable for any damage, suits, claims, disputes or controversies whatsoever arising from any relationship developed on or in connection with the Services.

Public Areas: Users are prohibited from using the Services to share or receive any content that is inappropriate or offensive to other users, as determined by Side Gig in our sole discretion. You hereby agree not to: i) in any way distribute or disseminate profane, offensive, obscene, infringing or unlawful material or information; ii) use the Services in violation of any local, state, national or international law; iii) slander, abuse, threaten, harass or otherwise violate any legal rights of others; iv) upload any files to the Services that violate the legal rights (including intellectual property, privacy, publicity rights) of any third party or contain any viruses or may damage the Services or any user's system in any way; v) download any file that you know, or reasonably should know, cannot be legally distributed or disseminated through the Services; vi) advertise, sell, or offer to sell any goods or services on the Services for any purpose which is not relevant to the services offered by Side Gig including conducting or forwarding any surveys, contests, etc.; vii) impersonate another user or allow another individual to use your account in any way; viii) "spam" (e.g., post the same note, message, or information repeatedly); or ix) in any way prevent other users from using and enjoying and/or benefitting from the Services. You agree Side Gig is not responsible for the

misuse or misappropriation of any content or information you provide to the Services, such as posts in any publicly viewable area of the Services, your profile, or reviews.

#### **14. LINKS**

With regards to links on the Services that lead to other websites, we do not control and are not responsible for the content of such websites, nor do we endorse any such websites, and you acknowledge that all such links are provided for your convenience only. It is your responsibility to evaluate the content on other websites and you enter all third party websites at your own risk. All such websites are not covered by our Terms of Use; they may be governed by privacy policies and terms and conditions of those sites, which we do not control and are not responsible for. You hereby agree to hold Side Gig harmless from any liability that may result from your use of links that appear on the Services.

#### **15. YOUR RIGHTS**

Unless you breach the Terms of Use, we hereby grant you a limited, revocable license and right to access, view information on, and make personal use of the Services for its intended purpose. You may not assign or sublicense such license or rights without prior express permission from us in a signed writing. Any violation of the Terms of Use, any other policy or our general purpose and mission is strictly prohibited. All rights not expressly granted in these Terms of Use are expressly reserved by Side Gig without limitation.

#### **16. SERVICE USE PROHIBITION**

The Services is for the use of individuals and client company users only and any use in connection with any non-Side Gig commercial endeavors without the express prior written consent of Side Gig is strictly prohibited. Businesses may only use the Services as users for authorized purpose. Side Gig reserves the right to take any and all appropriate legal action. Side Gig reserves the right to terminate your use of the Services in its sole discretion at any time and for any reason. You agree that your use of the Services is with the revocable permission of Side Gig.

## **17. BILLING, PAYMENTS, AND CANCELLATIONS**

Side Gig, LLC connects Businesses and Pros through the Market Place. In order for the Market Place to run effectively Side Gig, LLC discourages unjustified cancelations. Side Gig, LLC reserves the right to extract payment from a business at any time for a canceled Gig. If a Gig is cancelled four days prior, then all parties agree that this is sufficient time by which the Pro can find a new Gig. However, all parties agree that Side Gig will extract payment in the amount of 25% for gigs cancelled 3 days out, 50% for two days cancellation, 75% for 1 day or 24 hours cancellation. Gigs canceled day-of will still incur full payment. Parties agree that an Agent of Side Gig, LLC, will handle all disputes over administration of this policy and that the agent's determination is binding on the parties.

Further, Payments made outside the app are considered a circumvention of the apps function and a violation of these terms and conditions, therefore all parties agree that in all circumstances if a Gig is completed and payment is not made through the app within 24 hours, then a payment of 100% of the Gig shall occur and be pulled from the businesses account with or without notice. Businesses expressly authorize Side Gig, LLC to extract such a payment from your preferred payment setting.

## **18. RELEASE**

In the event that you become involved in any dispute with one or more other users or Side Gig, you hereby release and forever discharge Side Gig and its officers, directors, agents, investors, and employees from all past, present, and future claims, causes of action, demands, lawsuits, actions, liabilities, losses, expenses, obligations or damages of every kind and nature (including personal injuries, death and property damage), whether known or unknown, suspected and unsuspected, disclosed and undisclosed, arising directly or indirectly out of or in any way connected with such disputes, the Services, or Side Gig.

## **19. SIDE GIG LIABILITY**

You agree not to seek to or to hold Side Gig and its officers, directors, agents, investors, and employees liable for any services delivered which originated through the Services or were otherwise provided by any user of the Services.

## **20. INDEMNIFICATION**

You agree to indemnify, defend, and hold harmless Side Gig and its officers, directors, agents, investors, and employees from and against all past, present, and future claims, causes of action, demands, lawsuits, actions, liabilities, losses, expenses, obligations or damages of every kind and nature (including personal injuries, death and property damage) or other demand of liability of any kind (including attorneys' fees) and costs incurred by us in connection with any claim, cause of action, demand, lawsuit or action by a third party arising directly or indirectly out of or in any way connected with a) the Services, b) your failure to comply with the Terms of Use in any way, c) your submission of materials or content on the Services, d) any other activity in which you engage on or through or because of the Services, and e) any third-party claims, including, without limitation, those of any users or your interaction with any other user. You further agree that you will reasonably cooperate in the defense of any such claims. Side Gig reserves the right to select its own legal counsel to represent its interests and you agree to reimburse Side Gig for its attorneys' fees and costs immediately upon request as they are incurred. You agree not to settle any such claim

without the prior written consent of Side Gig. The obligations described in this section shall include indemnifying and holding harmless Side Gig from and against losses incurred in enforcing this section.

## **21. INTELLECTUAL PROPERTY RIGHTS**

Side Gig owns and retains all intellectual property and other proprietary rights throughout the world in the Services. All such intellectual property and other proprietary rights, including any software, text, typefaces, graphics, layouts, content, data, formatting, designs, HTML, graphs, photographs, videos, designs, sounds, images, look and feel, and other content on the Services, and the coordination, selection, arrangement and enhancement of any such materials as a collective work under the United States Copyright Act, as amended, is owned by or licensed to Side Gig. You agree Side Gig owns and retains all such rights that are protected in all forms and through all media and technologies now known or hereinafter developed. Users are prohibited from copying, downloading, using, redesigning, reconfiguring, or retransmitting any of these rights without Side Gig's prior express permission in a signed writing, unless such use falls under an exception. Users are prohibited from posting, sending, sharing, or distributing any Side Gig materials or content that they do not own or have permission to use. In addition to the termination of your account, violation of this policy may result in copyright, trademark, patent or other intellectual property rights violations and liability, and civil or criminal penalties. The Services contains materials protected by the domestic and international laws of copyrights, trademarks, patents, and other proprietary rights and laws and any use of such materials is expressly prohibited without the prior signed written permission of Side Gig or the relevant right holder or as otherwise permitted herein.

## **22. RELIANCE ON CONTENT ON THE SERVICE**

You agree that Side Gig is not responsible for your reliance on any information or content made available through the Services, other than that provided directly by Side Gig, and the authors of such information and content are solely responsible for such content. Side Gig does not guarantee the accuracy or completeness of any information on the Services or adopt, enforce or accept responsibility for the accuracy or reliability of any statement made by any third party or user that appears on the Services. You agree that Side Gig will under no circumstances be responsible for any loss or damage resulting from your reliance on information or content on the Services.

## **23. PRIVACY**

Please read our comprehensive Privacy Policy which is hereby fully incorporated into the Terms of Use by reference and governs, among other things, the treatment of all information you submit to us. You acknowledge that your submission of any content, material, or information in any form is completely voluntary. You hereby represent and agree that you have reviewed and agree to the Privacy Policy.

## **24. COPYRIGHTS**

You are prohibited from posting, distributing, or reproducing in any way any copyrighted material, trademarks, or other proprietary information without obtaining prior written consent of the owner of such proprietary rights. If you, in good faith, believe that any materials on the Services infringe upon your copyrights, please provide our Copyright Agent with the following (see 17 U.S.C. 512(c)(3) for further detail):

A description of the copyrighted work that you believe has been infringed upon, why you think it has been infringed, and the exact location on the Services where such material is located;

A description of where the original or an authorized copy of the copyrighted work exists;

An electronic or physical signature of the person who either owns the copyright or has authorization to act on behalf of the owner;

Your contact information including your full name, address, telephone number, and email address;

A statement from you that you in good faith believe that the disputed use is not authorized by the copyright agent or owner or the law; and

An additional statement by you, made under penalty of perjury, that the information in your notice is complete and accurate, and that you are the copyright owner or authorized to act on the owner's behalf.

If you believe that your content that was removed (or to which access was disabled), is not infringing, is subject to the copyright defense of "fair use" pursuant to 17 U.S.C. 107, or that you have the authorization from the copyright owner, the copyright owner's agent, or pursuant to the law, to post and use the material in such removed content, you may send a counter-notice containing the following information to our Copyright Agent:

your physical or electronic signature;

identification of the User Content that has been removed or to which access has been disabled and the location at which the User Content appeared before it was removed or disabled;

a statement that you have a good faith belief that the User Content was removed or disabled as a result of mistake or a misidentification of the User Content; and

your name, address, telephone number, and e-mail address, a statement that you consent to the jurisdiction of the federal court in the United States District Court for the Southern District of New York, and a statement that you will accept service of process from the person who provided notification of the alleged infringement.

If a counter-notice is received by our Copyright Agent, we may, in our sole discretion, send a copy of the counter-notice to the original complaining party informing that person that it may replace the removed content or cease disabling it in 10 business days. Unless the copyright owner files an action seeking a court order against the provider of the content or user, the removed content may be replaced, or access to it restored.

## **25. MODIFICATIONS TO THE SERVICE**

Side Gig reserves the right to evaluate, improve, amend, or temporarily or permanently discontinue the Services or any content or information thereon with or without providing notification to users. You agree that Side Gig and its officers, directors, agents, investors, and employees are not liable to you or any third party for any modification or discontinuance of the Services.

## **26. LIMITATIONS ON USE**

We reserve the right to place limitations on your account in order to maintain the performance and availability of the Services and to enforce the Terms of Use. Such limitations may include, without limitation, the number of reviews posted, the number of messages sent through the system, and the number of applications. Such limitations supersede all special offers made by us and the limitations may be enforced at our sole discretion. You agree to contact our Customer Services department with any concerns you have over the limitations on your use and you agree to abide by any determinations made by our Customer Services Representative.

## **27. NOTIFICATION OF ACTS CONTRARY TO TERMS OF USE**

Should you believe that you are entitled or required by law to act contrary to these Terms of Use, you agree to provide Side Gig with a detailed and authenticated explanation of your reasoning in writing at least thirty (30) days before you act contrary to these Terms of Use. Such advanced notice will allow us to evaluate whether we may, at our sole discretion, provide an alternative remedy for the situation, though we are not required to provide such alternative remedy.

## **28. NOTIFICATIONS AND SERVICE MESSAGES**

To alert you to changes to the Services (such as for example modifications to these Terms of Use and other applicable terms, such as our Privacy Policy, related policies, and guidelines) we may place a notice at the top of these Terms of Use or place a banner notice on the Services. In the alternative, we may email you at the email address associated with your account. We are not undertaking or promising to provide this notice and you agree we have no obligation to do so. It is your responsibility to check for modifications to the Terms of Use and you agree we will have no liability if you fail to do so.

You agree that we may communicate with you regarding the Services, your Side Gig account and all services via your Side Gig account or through certain other means including email, mobile number, telephone, or via delivery services including the postal service. You further agree that Side Gig and its officers, directors, agents, investors, and employees have no liability connected with or arising from your failure to maintain current and accurate contact information including, without limitation, your failure to receive critical information regarding the Services.

## **29. CHANGES**

These Terms of Use (and other applicable terms, such as our Privacy Policy, related policies, and guidelines) are subject to occasional revisions. Your use of the Services after revisions to any of the foregoing will constitute your acceptance of the revised terms and the revisions will apply to you after the "last updated" date, which is posted at the top of this page. No changes or alterations shall be deemed to be an admission that there is or ever was anything wrong with these terms.

## **30. APPLICATIONS**

We may offer services through various applications including applications on smart phones, tablets and similar devices, and interactive plug-ins distributed on other websites. You agree these Terms of Use and any other agreements required to download such applications shall govern, and you agree that various information including, but not limited to, your device on which you utilize to access these applications, mobile carrier, internet access provider, physical location, websites containing plug-ins, etc. may be communicated to us and used by us in our sole discretion. If you import any content through any such application, you represent that you have the authority to share such content with us and/or your mobile carrier, Internet access provider, or other provider. Should you change phone numbers or deactivate your device account, you agree to update your account information to reflect such a change and agree that any failure to do so is solely your responsibility. You are solely responsible for all charges related to your use of these applications.

## **31. DISCLAIMERS**

You agree that Side Gig and its officers, directors, agents, investors, and employees are not responsible for any incorrect or inaccurate content or information posted on the Services or in connection with the Services and no user should rely on any information therein or the continuation of the Services.

THE SERVICE AND ALL INFORMATION AND ON IT ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS. SIDE GIG, ITS OFFICERS, DIRECTORS, AGENTS, INVESTORS, AND EMPLOYEES, AND EACH OF THEIR RESPECTIVE AFFILIATES, ADVERTISERS, PROMOTERS, OR DISTRIBUTION PARTNERS WILL IN NO WAY AND UNDER NO CIRCUMSTANCES BE RESPONSIBLE FOR ANY CLAIM, DEMAND, LOSS OR DAMAGE OF ANY KIND, INCLUDING PERSONAL INJURY OR DEATH, RESULTING FROM ANYONE’S USE OF THE SERVICE, WHETHER ONLINE OR OFFLINE. WE DO NOT CONTROL OR REVIEW USER GENERATED CONTENT FOR ACCURACY. WE DO NOT PROVIDE ANY EXPRESS WARRANTIES OR REPRESENTATIONS. WE DISCLAIM ANY AND ALL IMPLIED WARRANTIES AND REPRESENTATIONS TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW, INCLUDING, WITHOUT LIMITATION, ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, ACCURACY OF DATA, AND NON-INFRINGEMENT. SHOULD YOU BECOME DISSATISFIED OR HARMED BY THE SERVICE, YOUR SOLE AND EXCLUSIVE REMEDY IS TO TERMINATE YOUR ACCOUNT IN ACCORDANCE WITH THE ABOVE SECTION “TERM.”

We have no obligation to verify the identity of the individuals or users subscribing to the Services, nor do we have any obligation to monitor the use of Services by users. Therefore, we disclaim all liability for identity theft or other misuse of your identity or information. We are not responsible for the conduct, whether online or offline, of any user of the Services. We assume no responsibility for any error, omission, interruption, deletion, defect, delay in operations or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of, user communications, nor are we responsible for any problems or technical malfunctions whatsoever including, but not limited to, malfunctions of telephone networks or lines, computer online systems, servers or providers, computer equipment, software, failure of email, traffic congestion on the internet or at any website. Such malfunctions further include damage or injury to your or any other person’s computer or device relating to or resulting from participation or use of the Services.

We are not responsible for any communications occurring on the Services or as a result of any of the Services and make no representations or warranties as to the delivery of any messages. Further, we do not represent or warrant that your use of the Services will not infringe on the rights of third parties. Any material, service or technology described or used on the Services may be subject to intellectual property rights owned by third parties who have licensed such material, service or technology to Side Gig.

### **32. LIMITATION OF LIABILITY**

Side Gig and its officers, directors, agents, investors, and employees will not, under any circumstances, be liable for any direct, indirect, incidental, consequential, general, special or exemplary damages arising from or relating to the Services, any provision of these Terms of Use or any violation thereof or any conduct of you or anyone else in connection with the use of the Services including, but not limited to, bodily injury, emotional distress, and/or any other damages resulting from communications or meetings with other users or persons you meet through or because of the Services. Additionally, the aggregate total liability of Side Gig and its officers, directors, agents, investors, and employees arising with respect to or related to the Services or these Terms of Use will not exceed the total amounts paid by any such user to Side Gig in the twelve (12) months prior to the claim arising.

Some U.S. states (including for example New Jersey) and some foreign countries do not permit the exclusion or limitation of implied warranties or liability for certain categories of damages. Therefore, some or all of the limitations above may not apply to you to the extent they are prohibited or superseded by state or national provisions. We make no representation of any kind with respect to the applicability and enforceability of laws or policies of countries other than the United States over the Services provisions of these Terms of Use.

### **33. NON-SOLICITATION**

Other than connecting with users for the purpose of receiving or providing a temporary job position or project, users are prohibited from using the Services for the purpose of recruiting for another website or soliciting, advertising to, or contacting other users for employment, contracting, or any other purpose for a business not affiliated with Side Gig without the express written consent of Side Gig. As previously noted, we reserve the right to terminate your account or use of the Services in our sole discretion at any time if you violate these Terms and Conditions. We further reserve the right to take appropriate legal action including, without limitation, civil or criminal actions, and requesting injunctive relief.

### **34. DISPUTE RESOLUTION, ARBITRATION, AND GOVERNING LAW**

You agree to first try to resolve any dispute informally by contacting us at [sidegigfeedback@gmail.com](mailto:sidegigfeedback@gmail.com). We will respond to you by email and attempt to resolve disputes you submit to us. If a dispute you present to us is not resolved within 30 days of the first email submission regarding the dispute, formal proceedings may be initiated according to the following terms.

These Terms of Use and any dispute between you and Side Gig related to or arising from the Services or these Terms of Use shall be governed by the laws of the state of Illinois without regard to principles of conflicts of law, provided, however that this arbitration agreement shall be governed by the Federal Arbitration Act.

You agree that any claim or controversy arising out of or relating to the Services or these Terms of Use shall be settled exclusively by binding arbitration in accordance with the commercial arbitration rules of the American Arbitration Association before a single arbitrator-taking place in Charleston, South Carolina. You agree to give up your right to go to court to assert or defend any claims between you and Side Gig or its officers, directors, agents, investors, and employees, and your right to participate in a class action or other class proceeding. You can decline this agreement to arbitrate by clicking here and submitting the opt-out form within 30 days of first accepting these Terms of Use. All claims and controversies must be arbitrated on an individual basis and may not be consolidated with any other claims or controversies. Class arbitrations, class actions, private attorney general actions, and consolidation with other arbitrations are not allowed. Judgment on the arbitration award may be entered into any court having jurisdiction in Charleston, South Carolina. You or Side Gig may seek any preliminary or interim relief from a court of competent jurisdiction in Charleston, South Carolina solely as necessary to protect the rights of property pending the completion of arbitration. Any proceeding required to enforce this arbitration agreement may be commenced in any court of competent jurisdiction. In the event that this arbitration agreement is held to be unenforceable, any litigation against Side Gig or its officers, directors, agents, investors, and employees may be commenced only in federal or state courts located in Charleston, South Carolina, and you hereby irrevocably and unconditionally consent and submit to the exclusive jurisdiction and venue of those courts for such purposes.

### **35. CUSTOMER SERVICE**

Side Gig provides assistance to its users through its Customer Service Representatives. Communications between you and our Customer Service Representatives may be recorded for quality assurance purposes and you are prohibited from being abusive, obscene, profane, offensive, sexist, threatening, harassing, racially offensive, or otherwise inappropriate toward our Customer Representatives. We reserve the right to immediately terminate your account, and you will not be entitled to any refund, if we, in our sole discretion, feel that you have mistreated our Customer Services Representatives in any way.

### **36. OTHER GENERAL PROVISIONS**

Failure by Side Gig to enforce any provisions of these Terms of Use shall not be construed as a waiver of any provision or right. These Terms of Use constitute the entire agreement between you and Side



Gig with respect to the Services and subject matter hereof. If any provision of these Terms of Use is found to be invalid or unenforceable, the remaining provisions shall be enforced to the fullest extent possible, and the remaining Terms of Use shall remain in full force and effect. These Terms of Use inure to the benefit of Side Gig, its successors, and assigns. Any notice or communication to be given hereunder shall be in writing and given by facsimile, postpaid registered or certified mail return receipt requested, or electronic mail. You must accept all terms and conditions in order to use this app.

**THIS IS NOT A CONTRACT OF EMPLOYMENT AND DOES NOT ALTER YOUR INDEPENDENT CONTRACTOR STATUS.**