

Conditions of Service

Last updated: February 19, 2021

These Terms of Service form a legally binding agreement between you and Easeup regarding your use of the Easeup platform, which includes the Easeup website, mobile app, and related services, information, and communications. The Easeup platform is referred to collectively as "Easeup."

The way that personal data you submit to the Easeup platform or that we collect about you is used is governed by our Privacy Policy. You can access a copy of the Privacy Policy by [clicking here](#). By using the Easeup platform, you acknowledge that you have reviewed the Privacy Policy.

By registering and continuing to use the Easeup platform, you are agreeing to all the terms and conditions in these Conditions of Service, the Privacy Policy, and the Easeup Happiness Pledge, as well as any future amendments or additions to this agreement that may be published. If you do not agree to any future changes to the agreement, you must deactivate your account and stop using the Easeup platform.

The Privacy Policy and the Happiness Pledge are part of these Terms of Service and together are referred to as the "Agreement."

If you do not agree to be bound by the terms of this agreement and follow them, you are not allowed to use or access the Easeup platform.

Please be aware that Section 28 of these terms of service contains provisions specific to different jurisdictions and outlines how users and Easeup can resolve disputes. This arbitration agreement requires you to submit any disputes or claims against Easeup to binding and final arbitration on an individual basis, with limited exceptions. It is important that you read this section carefully as it affects your legal rights, including your right to opt out of arbitration if it is applicable.

By acknowledging these terms of service and/or using the Easeup platform, you are confirming that you have read, understand, and agree to be bound by them, and you accept all of their terms without any limitation or qualification.

Some key points to note in these terms of service include:

- You must be at least 18 years old and legally able to enter into contracts in order to use or access the Easeup platform (Section 2).
- The technology for the Easeup platform is provided "as is" without any warranties (Section 17).
- Easeup does not provide any warranties and is not liable for any actions or tasks performed on the platform (Section 17).
- Easeup does not supervise, direct, control, or monitor a handyman's work or tasks (Section 1).
- Clients are solely responsible for determining if the handyman they hire is qualified to perform the task (Sections 1 and 23).
- Handymen are independent contractors of clients and are not employees, independent contractors, or service providers of Easeup (Section 1).
- You agree to indemnify and hold Easeup harmless from any claims arising from your use or inability to use the Easeup platform or content submitted from your account to the platform (Section 18)

1. The Easeup Platform Connects Handymen and Clients

The Easeup Platform is a web and app-based service that connects clients with handymen. Clients are individuals or businesses that need short-term services, also known as "tasks," while handymen are businesses that offer these services. Both clients and handymen are referred to as "users." If a client and handyman agree on the terms of a task, they form a service agreement directly with each other.

Handymen on the Easeup platform are independent business owners and contractors of clients, not employees or agents of Easeup. Easeup does not perform tasks and is not responsible for the work of handymen. It operates as an online marketplace that connects clients with handymen who are willing to perform various tasks. Easeup does not supervise, direct, or control the work of handymen and does not assume any responsibility or liability for their work, including any warranties or guarantees of the quality or suitability of their services.

The Easeup platform may refer to handymen as being licensed, credentialed, "badged," "reliable," "elite," "great value," "background checked," or "vetted," but this simply means that they have completed the necessary account registration process or met certain criteria and does not necessarily reflect their skills or qualifications. These descriptions are not endorsements or guarantees by Easeup and should not be taken as such. They are provided as information for clients to use when evaluating the suitability of handymen for the tasks they need. Clients are responsible for making their own decisions about the identity and suitability of handymen they choose to work with through the Easeup platform.

The Easeup platform facilitates connections between users for the completion of tasks, but it is not responsible for the performance or communication of users, the quality or timing of tasks, or the actions or omissions of any user. Easeup does not control or guarantee the suitability, reliability, timeliness, or accuracy of tasks requested or services provided by users, or the communication between users, whether online or offline. Easeup also does not endorse or guarantee the accuracy of any ratings or reviews provided by users about each other.

2. Handyman Background Checks and User Representations and Warranties

Handyman Background Checks

Handymen may be subject to a review process, including identity verification and criminal background checks, before they can use the Easeup platform. However, Easeup cannot guarantee the accuracy or reliability of this information and is not responsible for verifying the identity of users. When interacting with other users, it is important to use caution and protect your personal safety, data, and property, as you would with any unfamiliar person. Easeup is not liable for any false or misleading statements made by users of the platform.

Easeup and its affiliates, including their directors, officers, shareholders, agents, subsidiaries, attorneys, representatives, insurers, employees, successors, and assigns, are not responsible or liable for the conduct, acts, or omissions, online or offline, of any user of the Easeup platform. By using the platform, you release Easeup and its affiliates from any and all liability, claims, demands, or damages of any kind arising from your use of the platform, to the extent permitted by law. This includes known and unknown, suspected and unsuspected, and disclosed and undisclosed claims.

User Representations and Warranties

All users of the Easeup platform must:

- Be at least 18 years old and legally able to enter into contracts.
- Have the right and authority to enter into this agreement and abide by its terms.
- Have read, understood, and agreed to the terms of service, privacy policy, and happiness pledge applicable to the location where the task will be performed.
- Only perform tasks in cities where the Easeup platform is available.
- Respect the privacy, property, and data protection rights of other users and not record any tasks or interactions without prior written consent.
- Fulfill their commitments to other users, communicate clearly and promptly, be present and available at the agreed upon time, and use the designated or approved third party payment service provider for payment.
- Act professionally and responsibly in their interactions with other users.
- Use their real name or business name on their profile.

- Follow all applicable laws and act in good faith when using the Easeup platform.
- Not use the platform to purchase or deliver alcohol or other controlled or illegal substances or services.
- If using the platform on behalf of a company or organization, have the authority to act on their behalf and bind them to this agreement.
- Fully and promptly disclose any potential conflicts of interest or motivations that Easeup may wish to know about, including any journalistic, academic, investigative, or unlawful purposes.

In addition to the requirements for all users, handymen using the Easeup platform must:

- Operate as a sole proprietorship, partnership, limited liability company, limited liability partnership, corporation, or other business entity.
- Be engaged in an independently established business similar to the services they offer on the platform and have their own independent clientele.
- Have the right to work in the country.
- Have any required business licenses or tax registrations in the jurisdiction where they will be performing tasks.
- Obtain any necessary licenses, permits, or registrations before offering services and undertaking tasks.
- Have the insurance required to operate their business and provide their services.
- Use their real name or business name and a current photo on their profile.
- Honor their commitments to other users, including responding to invitations promptly, performing tasks as agreed upon with clients, and providing high-quality services to clients.
- Only offer and provide services for which they have the necessary skills and expertise, and do so safely and in accordance with all applicable laws.

3. Contract between Clients and Handymen

A legally binding contract between a client and a handyman, known as a service agreement, is formed when they agree on the terms of a task. The service agreement includes the terms set forth in this section of the agreement, the engagement terms agreed upon on the Easeup platform, and any other contractual terms agreed upon by the handyman and client, as long as they do not conflict with the terms of the service agreement or expand Easeup's obligations or restrict its rights under the agreement. Easeup is not a party to any service agreement and the formation of such an agreement does not create an employment or other service relationship between Easeup and the handyman or between the client and the handyman. Users do not have the authority to enter into contracts on behalf of Easeup.

Handymen may engage assistants, helpers, subcontractors, or other personnel to help them perform tasks, as long as they have been registered through the Easeup platform and the client has approved their involvement. The handyman is responsible for the actions and omissions of these assistants and for paying their compensation, benefits, and expenses, as well as any required tax withholdings. Clients are responsible for confirming that any assistants are registered handymen on the platform.

Clients have the discretion to decide whether they will be present when a task is being performed or not. If someone else books the task on their behalf or is present in their place, they are appointing that person as their agent and the handyman may take direction from them as if it were coming from the client. If a client's agent is accessing and using the Easeup platform on behalf of a client, they must have the authority to act as the client's agent and bind them to the terms of the platform. The client's agent may waive the client's scoping, direction, or instruction of the handyman's work or the task performance in the client's stead. The client is responsible and liable for any direction or waivers made by their agent as if they had made them themselves. The client is also responsible for the actions and omissions of their agent. Client's agents are not covered under the Happiness Pledge. The client is required to pay the handyman in full for all task services through the specified payment service provider at the agreed upon rates. Both the client and the handyman must adhere to the terms of the service agreement and this agreement during the task engagement, performance, and completion.

4. Billing and Payment

Users of the Easeup Platform can contract with other users for tasks, but Easeup is not a party to these contracts. Clients are responsible for paying for all tasks through the Easeup Platform using the third party payment service provider (PSP). Easeup is not responsible for compensating Handymen for Client's failure to pay for services. The Task Payment, service charge, and Trust & Support fee must be paid through the PSP, and Clients on the platform will need to provide payment method details to Easeup and the PSP. Handymen must accurately invoice Clients within 24 hours of work being performed, including any out-of-pocket expenses and any applicable service charge or Trust & Support fee assessed by Easeup. Clients may also be charged credit card processing fees if expenses exceed a certain amount. Handymen are responsible for paying registration fees and repaying any erroneous payments.

Handymen must create an account with the PSP in order to receive payment for their services. By accepting these terms of service, Handymen agree to the PSP Services Agreement, which outlines the terms of the payment process. Easeup is not a party to the PSP Services Agreement and is not responsible for any issues that may arise in the payment process. In order to protect user information and prevent fraud, Easeup and the PSP may validate accounts before activation and before each booking by placing temporary charges on the user's account, which will be refunded within 1-5 business days. These charges may vary based on the estimated value of the Task. When a Client receives confirmation that a Task has been completed, they authorize the PSP to process the Invoice(s). Clients may be charged a one-hour cancellation fee at the Handyman's hourly rate if they book a Task but cancel it before the scheduled time for the service.

Easeup reserves the right to hold, refund, or provide credits for Task Payment, out of pocket expenses, tips, or gratuities if requested by the Client or Handyman or if there is potential fraud, unauthorized charges, or other misuse of the platform. Users may be responsible for paying taxes or similar charges on tasks and fees, and Easeup may issue receipts or documentation to facilitate accurate tax reporting in the country.

5. Contests, Gift Cards, and Promotional Codes

Easeup may occasionally offer promotional opportunities and contests to users. These promotions will be managed solely by Easeup and may be altered or removed at any time without prior notice. Any liability that Easeup or its affiliates or corporate partners may have as a result of these promotions and contests will be subject to the limitations outlined in section 17 of the terms of service. Easeup gift cards and promotional codes may be used to pay for task payments and Easeup service charges and Trust & Support fees, but they cannot be used to pay for reimbursement of out-of-pocket expenses or tips for tasks completed through the Easeup platform.

A. Promo Codes

Promo Codes are discounts offered by Easeup on task payments, service charges, and/or Trust & Support fees. They do not affect the amount of the task payment that a handyman receives. Promo Codes are intended for promotional purposes only and do not create a relationship between Easeup, the handyman, or the client, or constitute wages, fees, or other payments to the handyman. You must use Promo Codes in accordance with their terms and conditions. A Promo Code for new users can only be used once per user, regardless of the email address used during registration. Easeup reserves the right to revoke or deduct credits or other benefits obtained through the use of a Promo Code if the use or redemption of the Promo Code was in error, fraudulent, illegal, or otherwise violated the Promo Code terms and conditions or the agreement.

B. Gift Cards

Gift cards can only be used for tasks performed on the Easeup platform, cannot be replaced if lost or stolen, and do not expire. They have no cash value and cannot be exchanged for cash, except as required by law. Gift cards must be entered directly into a client account; they cannot be used directly as a payment method by handymen. A gift card cannot be used in combination with other gift cards, gift certificates, or promo codes. There is no credit card, credit line, overdraft protection, or deposit account associated with a gift card, and you cannot add value to it at this time. If a purchase using a gift card exceeds the balance on the card, the difference must be paid by another method. Unused gift card balances are not transferable. Easeup reserves the right to correct the balance on a gift card if it believes there has been a billing error, and to limit the number of gift cards that can be purchased by any person or entity, or to cancel a gift card if it was obtained through fraudulent or unauthorized means. Using a gift card is subject to this agreement and constitutes acceptance of the terms and conditions. You must comply with all gift card terms and conditions.

6. Mobile App Updates and Upgrades

By installing the App, you agree to allow the App and any updates or upgrades released through the Easeup Platform to be installed on your device. These updates or upgrades may cause your device to automatically communicate with Easeup's servers in order to provide the App's functionality and track usage metrics. They may also change preferences or data related to the App that are stored on your device, and may collect personal information as described in our Privacy Policy. You can uninstall the App at any time.

7. Deactivation and Suspension

Easeup may temporarily suspend your access to the Easeup Platform while it investigates a potential breach of this Agreement by you. If Easeup determines that you have breached a provision of this Agreement (referred to as a "User Breach"), it may deactivate your account or limit your use of the Easeup Platform. Easeup will provide you with written notice of this determination as required by law, unless it believes that your account has been compromised and that the notice would be sent to the wrong person, or if notice would be otherwise counterproductive or pose a risk to safety. If you wish to appeal this determination, please contact policies@Easeup.net within 14 days of receiving the notice, stating the grounds for your appeal.

If Easeup suspends or deactivates your account or limits your use of the Easeup Platform in accordance with this section, you are not allowed to register or create a new account under your own or any third party's name, including a fake or borrowed name, even if you are acting on behalf of the third party.

Even if your right to use the Easeup Platform is suspended, terminated, or limited, this Agreement will still be enforceable against you. Easeup reserves the right to take legal action as allowed by this Agreement.

Easeup reserves the right to modify or discontinue any part of the Easeup Platform at its discretion, either temporarily or permanently. It will provide you with notice of any such changes as required by law. Easeup will not be liable to you for any modification or discontinuation of any part of the Easeup Platform, to the extent permitted by law. Easeup also has the right to prevent anyone from completing registration as a Handyman if their presence on the platform may threaten its safety or integrity, or if their registration is necessary to address any other reasonable business concern.

You can terminate this Agreement at any time by stopping all use of the Easeup Platform and deactivating your account.

8. Account, Password, Security, and Telephone Communications

To use the Easeup Platform, you must register with Easeup and create an account. You are responsible for keeping the login information, password, and account number provided to you by Easeup confidential. You are fully and solely responsible for all activity that occurs under your

password or account, even if you did not authorize it. Easeup has no control over the use of any user's account and explicitly denies any liability resulting from it. If you suspect that an unauthorized party may be using your password or account, or if you suspect any other security breach, you agree to notify Easeup immediately.

You understand that telephone calls to or from Easeup and its agents and affiliates may be recorded for quality control and training purposes.

You confirm that the contact information you provide to Easeup, its agents and affiliates, and users, including but not limited to your name, business name, mailing address, email address, residential or business telephone number, and/or mobile phone number, is accurate and true. You confirm that you are the current subscriber or owner of any phone number you provide. You are strictly prohibited from providing a phone number that is not your own. If we discover that any information provided in connection with your registration is false or inaccurate, we may suspend or deactivate your account. If any of your contact information changes, you agree to immediately notify Easeup before the change goes into effect by visiting help.tr.co. If the change involves the ownership of your phone numbers, you can notify Easeup by texting STOP to any text message sent to the retiring phone number.

9. User Generated Content

User Generated Content refers to any information or materials that you provide to Easeup or other users through the use of the Easeup platform or as part of a promotional campaign. You are solely responsible for the accuracy and legality of your User Generated Content and Easeup is not responsible for any claims related to it. Easeup acts as a passive conduit for the online distribution and publication of your User Generated Content and has no obligation to monitor or review it. However, Easeup reserves the right to remove or limit User Generated Content that does not comply with the terms of the agreement.

You must ensure that your User Generated Content is not false, misleading, or fraudulent, does not involve the sale of illegal or stolen items, does not infringe on any intellectual property rights or violate any laws, is not defamatory or harmful, and does not contain viruses or malicious code. You also may not claim to be affiliated with or represent Easeup in any way and must not create liability for Easeup or cause it to lose the services of its internet service providers or other partners.

The Easeup platform hosts user-generated content, including reviews and ratings of specific handymen (referred to as "Feedback"). This Feedback reflects the opinions of the users who have posted it and has not been verified or approved by Easeup. Easeup is not responsible or liable for any Feedback or other user-generated content. Easeup encourages users to give objective, constructive, and honest Feedback about their experiences with other users. Easeup may, at its discretion, investigate or consider statements or materials posted by users about Feedback, but it is not obligated to do so. You agree that Feedback allows users to express their experiences and that you will not take action solely because you disagree with the Feedback. If you believe that a review violates the terms of the agreement or the Easeup Ratings and Reviews Policy, you may request its removal by contacting the support team. It is the responsibility of each client to research

the qualifications of a specific handyman before booking a task to ensure that they are suitable for the job.

Easeup expects users to respect the personal and other rights of others and will identify a user to other users or third parties if they believe their rights have been infringed by user-generated content submitted by that user. If a user believes in good faith that any user-generated content on the Easeup platform is objectionable or infringes their rights or the rights of others, they are encouraged to notify Easeup. If a user discovers user-generated content that promotes crimes against humanity, incites hatred and/or violence, or concerns child pornography, they must notify Easeup immediately. Notification can be made by contacting Easeup at the address provided.

10. Links to Third-Party Websites

The Easeup platform may contain links to third-party websites for reference and convenience. These links do not constitute an endorsement by Easeup or an association with the content or operators of these websites. Easeup is not responsible for the availability, accuracy, content, advertising, products, or services of these websites and does not control them. It is your responsibility to evaluate the information obtained from these websites. Easeup is not responsible for third-party websites and is not liable for any claims related to them. Easeup reserves the right to remove or limit links to third-party websites on the Easeup platform at its discretion. The terms and conditions of use and privacy policy of a third-party website apply to your use of that website. Easeup is not responsible for any liability arising from your use or viewing of third-party websites or material associated with links on the Easeup platform. You agree to hold Easeup harmless from any liability resulting from the use of such links.

11. Easeup Operates as an Online Marketplace

Easeup operates as an online marketplace that connects Clients with service providers (Handymen) who wish to perform a variety of Tasks. Easeup does not perform Tasks and does not employ people to perform Tasks. Handymen operate as independent business owners and are customarily engaged in an independently established business of the same nature as that involved in the services performed for Clients through the Easeup Platform. Easeup does not control or direct the Handymen performance of their services or set their work locations, work hours, or terms of work. Handymen provide services under their own name or business name, and not under Easeup's name. Handymen provide their own tools and supplies to perform their services; Easeup does not provide the tools or supplies. Handymen are free to maintain a clientele without any restrictions from Easeup and are free to offer and provide their services elsewhere, including through competing platforms. Handymen are free to accept or reject Clients and contracts. Handymen are not penalized for rejecting Clients or contracts, though if Handymen accept a Client or contract through the Easeup Platform, they are expected to fulfill their contractual obligations to their client. Handymen set their own rates for services performed in the Easeup general marketplace, without deduction by Easeup.

The Easeup Platform is not an employment agency service or business and Easeup is not an employer of any User. Handymen acknowledge and confirm that they are responsible for exercising their own business judgment in entering into Service Agreements and performing Tasks and that, depending on how they exercise such business judgment, there is a chance for individual profit or loss.

12. Easeup Happiness Pledge

The Easeup Happiness Pledge, which applies to the country where the task is performed, is part of this agreement and is incorporated by reference. Handymen are responsible for determining which categories they are qualified to work in and for communicating the scope of the task directly with their clients. Easeup does not oversee, monitor, or direct how a handyman performs a task and does not assume responsibility for the actions of users. It is the responsibility of the client to confirm that the handyman is qualified to perform the task before it takes place. Easeup is not liable for the actions or omissions of users and does not provide insurance against losses sustained by users. However, Easeup wants users to be satisfied with their experience on the Easeup platform and the Happiness Pledge is in place to encourage continued use of the platform. Payments made under the Happiness Pledge are made at the sole discretion of Easeup and are subject to certain conditions, limitations, and exclusions as described in the Happiness Pledge. The Happiness Pledge does not supersede the terms of the agreement or the Privacy Policy, including the limitations on liability, and these terms take precedence in the event of a conflict with the Happiness Pledge. The Happiness Pledge is not insurance and Easeup is not an insurer.

13. Intellectual Property Rights

All text, graphics, editorial content, data, formatting, graphs, designs, HTML, look and feel, photographs, music, sounds, images, software, videos, typefaces, and other content, including Easeup designs, trademarks, and logos (collectively "Proprietary Material") that users see or read through the Easeup platform is owned by Easeup, with the exception of user-generated content, for which users grant Easeup a license to use as described in the agreement. Easeup owns all Proprietary Material and has the rights to the coordination, selection, arrangement, and enhancement of such material. The Proprietary Material is protected by domestic and international laws related to copyrights, patents, and other proprietary rights. Users are not allowed to copy, download, use, redesign, reconfigure, or retransmit any Proprietary Material from the Easeup platform without the express written consent of Easeup and, if applicable, the holder of the rights to the user-generated content. Any unauthorized use of Proprietary Material is prohibited. The service marks and trademarks of Easeup, including Easeup, Easeup for Good, and associated logos, are owned by Easeup. Any other trademarks, service marks, logos, and/or trade names appearing on the Easeup platform are the property of their respective owners. Handymen are not allowed to use Easeup's proprietary marks and logos without the express written consent of the owner.

14. Copyright Complaints and Copyright Agent

Easeup respects the intellectual property of others and expects Users to do the same. If you believe, in good faith, that any materials provided on or in connection with the Easeup Platform infringe upon your copyright or other intellectual property right, please send the following information to copyright@Easeup.com:

- A description of the copyrighted work that you claim has been infringed, including the URL (Internet address) or other specific location on the Easeup Platform where the material you claim is infringed is visible. Include enough information to allow Easeup to locate the material, and explain why you think an infringement has taken place;
- A description of the location where the original or an authorized copy of the copyrighted work exists -- for example, the URL (Internet address) where it is posted or the name of the book in which it has been published;
- Your name, address, telephone number, and e-mail address;
- A statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law;
- A statement by you, made under penalty of perjury, that the information in your notice is accurate, and that you are the copyright owner or authorized to act on the copyright owner's behalf; and
- Your electronic or physical signature as the owner of the copyright or the person authorized to act on behalf of the owner of the copyright interest.

15. Confidential Information

You agree to keep all information about Easeup and its business, operations, and properties confidential and not to disclose it to any third party. This includes trade secrets, proprietary information, and any other information that is not generally known to the public or that could be valuable to others. You also agree to protect this information from unauthorized disclosure, use, or transfer. You must immediately notify Easeup if you become aware of any potential unauthorized disclosure or use of this confidential information. You are also required to return all materials containing confidential information to Easeup upon deactivation of your account or termination of this agreement. Confidential information includes technical data, research, product plans, products, services, customers, markets, software, inventions, processes, formulas, technology, designs, drawings, engineering, hardware configuration information, marketing, finances, and other proprietary materials related to Easeup or its business, operations, or properties. It also includes information about Easeup's staff, users, or partners.

16. Disclaimer of Warranties

Please note that for Users outside the United States, this Section 17 may be subject to the jurisdiction-specific exemptions set forth in Section 28.

A. Use of The Easeup Platform Is Entirely At Your Own Risk

The Easeup platform is provided "as is" without any warranties or conditions, either expressed or implied. This includes warranties or conditions of merchantability, fitness for a particular purpose, good workmanship, and non-infringement. Easeup does not guarantee the accuracy or completeness of the content provided through the platform or the content of any linked sites. Easeup will not be held responsible or liable for any errors, mistakes, or inaccuracies in the content, personal injury or property damage resulting from access to or use of the platform, access to or use of secure servers and personal or financial information stored on them, or events beyond Easeup's control.

Easeup does not warrant, endorse, guarantee or assume responsibility for any service advertised or offered by a third-party through the Easeup Platform or any hyperlinked website or featured in any banner or other advertising, and Easeup will not be a party to or in any way be responsible for any transaction between you and other Users, or you and third-party providers of products or services. As with the purchase of a product or service through any medium or in any environment, you should use your best judgment and exercise caution where appropriate. Without limiting the foregoing, Easeup and Affiliates do not warrant that access to the Easeup Platform will be uninterrupted or that the Easeup Platform will be error-free; nor do they make any warranty as to the results that may be obtained from the use of the Easeup Platform, or as to the timeliness, accuracy, reliability, completeness or content of any Task, service, information or materials provided through or in connection with the use of the Easeup Platform. Easeup and Affiliates are not responsible for the conduct, whether online or offline, of any User. Easeup and Affiliates do not warrant that the Easeup Platform is free from computer viruses, system failures, worms, trojan horses, or other harmful components or malfunctions, including during hyperlink to or from third-party websites. Easeup and Affiliates will implement appropriate technical and organizational measures to ensure a level of security adapted to the risk for any personal information supplied by you.

Notwithstanding any feature or service that a Client may use to expedite Handyman selection, each Client is responsible for determining the Task and selecting or otherwise approving their Handyman and Easeup does not warrant any goods or services purchased by a Client and does not recommend any particular Handyman . Easeup does not provide any warranties or guarantees regarding any Handyman's ability, professional accreditation, registration or licensure.

B. No Liability

By agreeing to use the Easeup platform, you acknowledge that Easeup and its affiliates (including corporate partners) are not liable for any claims, damages, expenses, losses, or other liabilities (collectively, "Liabilities") arising from your use or inability to use the platform, including any Liabilities related to the conduct of other users (such as stalking, harassment, violence, or damage to personal property), any disputes with other users, any instructions, advice, or services provided by Easeup and its affiliates, or any damage to your user-generated content. You also agree not to hold Easeup and its affiliates responsible for any such Liabilities.

Easeup and its affiliates (including corporate partners) will not be liable for any direct, indirect, incidental, actual, consequential, economic, special, or exemplary damages (including but not limited to lost profits, loss of data, loss of goodwill, service interruption, computer damage, system failure, failure to store any information or other content maintained or transmitted by Easeup, the cost of substitute products or services, or attorneys' fees and costs) arising from your use of or inability to use the Easeup platform or the task services. This release from liability applies even if Easeup and its affiliates have been advised of the possibility of such damages.

Easeup and its affiliates specifically deny any liability for any issues that may arise between users of its platform. They also do not accept responsibility for the quality or fitness of any work performed through the platform. If, despite these exclusions, it is determined that Easeup and its affiliates are liable for damages, the total amount of their liability will not exceed the total fees paid by you to Easeup (if you are a client) or the total task payments paid to you by clients (if you are a handyman) in the six months prior to the time the claim arose, as allowed by applicable law.

17. Indemnification

By agreeing to this agreement, you agree to protect and compensate Easeup and its affiliates from any liability that may arise from (i) your use or inability to use the Easeup platform; (ii) your participation in tasks, or your ability to perform or receive payment for tasks; (iii) any violation of this agreement; (iv) any violation of the law or the rights of other users or third parties; (v) your failure to uphold the representations and warranties stated in Section 2; (vi) any content you submit or use through your account on the Easeup platform that may infringe on the intellectual property rights of a third party or be illegal or unlawful; and (vii) if you are a client, the actions or omissions of any client's agents. Easeup has the right to take control of any matter that is subject to your indemnification at its own discretion. You are not allowed to settle any claims or matters without the prior written consent of Easeup.

18. Dispute Resolution

In order to resolve disputes efficiently and at a lower cost, you and Easeup agree to try to resolve any disputes informally for at least 30 days before taking any legal action or seeking out-of-court settlements (such as mediation or arbitration) related to your use of the Easeup platform, your relationship with Easeup, tasks, or this agreement (including previous versions). These informal negotiations will begin when written notice is given. Your address for these notices is the one associated with your account, with a copy sent to the email address you provided to Easeup. This applies to any disputes, controversies, or claims that may arise from or be related to the above mentioned topics.

19. App Store-Sourced Apps

For any app that is accessed through or downloaded from the Apple App Store (an "App Store-Sourced Application"), the following terms apply:

- You understand and agree that this agreement is only between you and Easeup, and that Apple is not a party to this agreement except as a third-party beneficiary as described below.
- Easeup, not Apple, is solely responsible for the App Store-Sourced Application and its content.
- Your use of the App Store-Sourced Application must follow the App Store Terms of Service.

You acknowledge that Apple is not responsible for providing maintenance or support for the App Store-Sourced Application. If the App Store-Sourced Application fails to meet any applicable warranty, you can notify Apple and they will refund the purchase price for the App Store-Sourced Application. To the fullest extent permitted by law, Apple will not have any other warranty obligations regarding the App Store-Sourced Application. Any other claims, losses, liabilities, damages, costs or expenses related to the App Store-Sourced Application's failure to meet any warranty will be the responsibility of Easeup, subject to the limitations and exclusions of the warranty set forth in this agreement.

You and Easeup acknowledge that Apple is not responsible for addressing any claims you or any third parties may have regarding the App Store-Sourced Application or your possession and use of the App Store-Sourced Application. This includes, but is not limited to:

- Product liability claims
- Claims that the App Store-Sourced Application does not meet any applicable legal or regulatory requirements
- Claims arising under consumer protection or similar legislation

In the event that a third party claims that the App Store-Sourced Application or your possession and use of it infringes on their intellectual property rights, Easeup (and not Apple) will be responsible for investigating, defending, settling, and addressing the claim, to the extent required by this agreement.

You and Easeup acknowledge and agree that Apple and its subsidiaries are third-party beneficiaries of this agreement in relation to your license of the App Store-Sourced Application. This means that upon your acceptance of the terms and conditions of this agreement, Apple has the right (and is deemed to have accepted the right) to enforce this agreement against you as a third-party beneficiary in relation to your use of the App Store-Sourced Application.

In addition to other terms in this agreement, you must comply with all applicable third-party terms of agreement when using the App Store-Sourced Application.

20. General Provisions

Easeup's failure to enforce any provisions of this agreement does not constitute a waiver of any rights or provisions. This agreement is the complete and exclusive agreement between you and Easeup regarding its subject matter, and it supersedes and governs any prior agreements or communication except as otherwise specified in the arbitration agreement in Section 28A. The provisions of this agreement are intended to be interpreted in a way that makes them valid, legal, and enforceable.

If any provision of this agreement is found to be partially or fully invalid, illegal, or unenforceable, it will be modified or restructured to the extent necessary to make it valid, legal, and enforceable, or, if it cannot be modified or restructured, it will be removed from the agreement without affecting the validity, legality, or enforceability of the remaining provisions.

You acknowledge and agree that Easeup may assign or transfer this agreement without your consent, including, but not limited to assignments:

- to a parent or subsidiary
- to an acquirer of assets
- to any other successor or acquirer.

On the effective date of the assignment of the agreement:

- Easeup will be relieved of all rights, obligations, and/or liabilities to you arising after the effective date of the assignment, and
- the assignee entity will replace Easeup for the performance of this agreement.

You may not assign or transfer this agreement without Easeup's prior written approval. Any assignment in violation of this section will be null and void. This agreement will benefit Easeup, its successors, and assigns.

All parts of this agreement that should continue in full force and effect after the expiration or termination of this agreement will do so, regardless of the expiration or termination of this agreement or your use of the Easeup platform.

21. Licensing

Handymen are solely responsible for ensuring that they have any necessary licenses, permits, or registrations before providing services or completing tasks. Some types of tasks and services may be prohibited by law, and it is the handyman's responsibility to avoid these prohibited tasks and services. Failure to do so could result in fines or other legal consequences. If you have questions

about how local, state, provincial, or national laws apply to tasks and services on the Easeup platform, you should seek legal advice. Easeup is not responsible for overseeing, directing, or controlling a handyman's work or the performance of tasks. It is up to the client to determine if a handyman has the necessary skills and qualifications to complete a specific task. It is also the client's responsibility to check if certain tasks require a licensed or registered professional, and to discuss any potential hazards or obstacles at the task location with the handyman.

22. Changes to this Agreement and the Easeup Platform

Easeup reserves the right to make changes to any part of this Agreement, including the Terms of Service, Privacy Policy, and Happiness Pledge, at any time and without notice. This includes modifying, adding to, or deleting any terms and conditions, as well as reviewing, improving, modifying, or discontinuing the Easeup platform or any content or information available through the platform. Easeup may also limit access to certain features or restrict access to the platform entirely without any liability. While Easeup will try to notify you of significant changes to this Agreement by email, it is not responsible if it fails to do so. If any future changes to this Agreement are unacceptable to you or cause you to be in violation of the Agreement, you must deactivate your account and stop using the Easeup platform. By continuing to use the platform after any changes to this Agreement, you are accepting all such changes, unless prohibited by law in your jurisdiction.

23. No Rights of Third Parties

The provisions of this Agreement are intended for the benefit of the parties and their permitted successors and assigns only, and should not be interpreted as granting any rights to third parties (with the exception of third party beneficiaries specified in Section 19). This Agreement does not give any person or entity other than the user any interest, claim, remedy, liability, reimbursement, or any other legal action related to or connected to any agreement or provision in this Agreement. The terms of this Agreement are not enforceable by anyone who is not a party to this Agreement, although a client's agent may act on behalf of their client.

24. Notices and Consent to Receive Notices Electronically

You consent to receiving any agreements, notices, disclosures, and other communications ("Notices") related to this Agreement electronically, such as by email or by posting them on the Easeup platform. You agree that all Notices that we provide electronically satisfy any legal requirement for them to be in writing. Unless otherwise stated in this Agreement, all Notices under this Agreement will be considered to have been properly given when received if delivered in

person or sent by certified or registered mail with a return receipt requested, when electronically confirmed if transmitted by fax or email, or on the day they are marked as delivered by an overnight delivery service's tracking information if sent for next day delivery by a recognized overnight delivery service.

25. Consent to Electronic Signatures

By agreeing to this clause, you are acknowledging that your electronic signature has the same legal effect as a handwritten signature and will be treated as such in any legal proceedings. You are also agreeing that the use of a keypad, mouse, or other device to select an item or action is considered equivalent to a handwritten signature. This means that any actions you take on the Easeup platform through these means will be legally binding and enforceable. It is important to carefully consider the implications of this clause before agreeing to it. If you have any questions or concerns about the legal effects of your electronic signature, you should seek the advice of an attorney or legal expert.