

HustleHub Terms of Service

Last updated : April 15th, 2021

These Terms of Service constitute a legally binding agreement between you and HustleHub, Inc. (**"HustleHub"**) governing your use of the HustleHub Platform. HustleHub's website (HustleHub.ca) or (the **"Site"**), and related services, information and communications are collectively referred to as the **"HustleHub Platform."**

The use of all personal data you submit to the HustleHub Platform or which we collect about you is governed by our Global Privacy Policy (**"Privacy Policy"**). A copy of our Privacy Policy is available on our Site. You acknowledge that by using the HustleHub Platform you have reviewed the Privacy Policy.

Your consent at registration and continued use of the HustleHub Platform constitutes your acceptance of and agreement to all of the terms and conditions in these Global Terms of Service, the Privacy Policy, as well as any future amendments and additions to this Agreement (as defined below) we may publish from time to time. If any future changes to this Agreement are unacceptable to you or cause you to no longer be in compliance with this Agreement, you must deactivate your account, and immediately stop using the HustleHub Platform.

The Privacy Policy by reference into these Terms of Service and together form and are hereinafter referred to as the **"Agreement"** .

IF YOU DO NOT AGREE TO BE BOUND BY THIS AGREEMENT AND ABIDE BY ITS TERMS, YOU MAY NOT USE OR ACCESS THE HUSTLEHUB PLATFORM.

BY ACKNOWLEDGING THE TERMS OF SERVICE AND/OR USING THE HUSTLEHUB PLATFORM, YOU EXPRESSLY ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTAND AND AGREE, WITHOUT LIMITATION OR QUALIFICATION, TO BE BOUND BY THIS AGREEMENT (INCLUDING, AS APPLICABLE FOR U.S AND CANADIAN USERS, THE DISPUTE RESOLUTION AND ARBITRATION AGREEMENT) AND YOU ACCEPT ALL OF ITS TERMS.

Your use of the HustleHub Platform in a country other than the country in which you register constitutes your acceptance of and agreement to all of the terms and conditions in the Agreement for that country.

A few highlights of these Terms of Service include:

- You must be at least the legally required age to work (or 16) in the jurisdiction in which you reside and otherwise capable of entering into binding contracts, in order to use or access the HustleHub Platform

- Your agreement that the technology for the HustleHub Platform is provided “as is” and without warranty
- Your agreement that HustleHub provides no warranty and has no liability regarding User action on the HustleHub Platform or the performance of Hustles
- Your acknowledgment and agreement that HustleHub does not supervise, scope, direct, control, or monitor a Hustler’s work and the Hustles performed
- Your acknowledgement and agreement that Clients are solely responsible for determining if the Hustler they hire is qualified to perform the Hustle
- Your acknowledgement and agreement that Hustlers are independent contractors of Clients and not employees, independent contractors or service providers of HustleHub
- Your agreement to hold harmless and indemnify HustleHub from claims due to your use of or inability to use the HustleHub Platform or content submitted from your account to the HustleHub Platform

1. The HustleHub Platform Connects Hustlers and Clients/Customers

The HustleHub Platform is a web application - a two-sided marketplace which enables connections between Clients and Hustlers. **“Clients”** are individuals and/or businesses seeking to obtain short-term services (**“Hustles”**) from Hustlers and are therefore clients of Hustlers, and **“Hustlers”** are businesses seeking to perform Hustles for Clients. Clients and Hustlers together are hereinafter referred to as **“Users.”** If you agree on the terms of a Hustle with another User, you and such other User form a Service Agreement directly between the two of you.

HUSTLERS ARE INDEPENDENT BUSINESS OWNERS. HUSTLERS ARE INDEPENDENT CONTRACTORS OF CLIENTS AND NOT EMPLOYEES, PARTNERS, REPRESENTATIVES, AGENTS, JOINT VENTURERS, INDEPENDENT CONTRACTORS OR FRANCHISEES OF HUSTLEHUB. HUSTLEHUB DOES NOT PERFORM HUSTLES AND DOES NOT EMPLOY INDIVIDUALS TO PERFORM HUSTLES. BY CONNECTING PEOPLE AND BUSINESSES SEEKING SERVICES WITH SERVICE PROVIDERS, HUSTLEHUB OPERATES AS AN ONLINE MARKETPLACE THAT CONNECTS CLIENTS WITH SERVICE PROVIDERS (HUSTLERS) WHO WISH TO PERFORM A VARIETY OF HUSTLES.

USERS HEREBY ACKNOWLEDGE THAT HUSTLEHUB DOES NOT SUPERVISE, SCOPE, DIRECT, CONTROL OR MONITOR A HUSTLER’S WORK AND EXPRESSLY DISCLAIMS (TO THE EXTENT PERMITTED BY LAW) ANY RESPONSIBILITY AND LIABILITY FOR THE WORK PERFORMED AND THE HUSTLES IN ANY MANNER, INCLUDING BUT NOT LIMITED TO A WARRANTY OR CONDITION OF GOOD AND WORKMANLIKE SERVICES, WARRANTY OR CONDITION OF QUALITY OR FITNESS FOR A PARTICULAR PURPOSE, OR COMPLIANCE WITH ANY LAW, STATUTE, ORDINANCE, REGULATION, OR CODE.

Any reference on the HustleHub Platform to a Hustler being licensed or credentialed in some manner, or "badged," "reliable," "reliability rate," "elite," "great value," "background checked," "vetted" (or similar language) designations indicates only that the Hustler has completed a relevant account registration process or met certain criteria and does not represent anything else. Any such description is not an endorsement, certification or guarantee by HustleHub of such Hustler's skills or qualifications or whether they are licensed, insured, trustworthy, safe or suitable. Instead, any such description is intended to be useful information for Clients to evaluate when they make their own decisions about the identity and suitability of Hustlers whom they select, interact, or contract with via the HustleHub Platform.

The HustleHub Platform enables connections between Users for the fulfillment of Hustles. HustleHub is not responsible for the performance or communications of Users, nor does it have control over the quality, timing, legality, failure to provide, or any other aspect whatsoever of Hustles, Hustlers, or Clients, nor of the integrity, responsibility, competence, qualifications, or any of the actions or omissions whatsoever of any Users, or of any ratings or reviews provided by Users with respect to each other. HustleHub makes no warranties or representations about the suitability, reliability, timeliness, or accuracy of the Hustles requested or services provided by, or the communications of or between, Users identified through the HustleHub Platform, whether in public or private, via on- or off-line interactions, or otherwise howsoever.

2. Hustler User Representations and Warranties

User Representations and Warranties

All Users represent and warrant that:

- You are at least of the legally required age in the legal jurisdiction in which you reside, and are otherwise capable of entering into binding contracts;
- You have the right, authority and capacity to enter into this Agreement and to abide by the terms and conditions of this Agreement, and that you will so abide;
- You have read, understand, and agree to be bound by these Terms of Service and the Privacy Policy
- Hustles shall only be performed in a country where the HustleHub Platform has a presence.
- You will respect the privacy (including without limitation private, family and home life), property, and data protection rights of Users and will not record (whether video or audio or otherwise) any Hustle or any interaction by or with any User and/or HustleHub in connection with the HustleHub Platform without the prior written consent of HustleHub and/or the relevant User, as applicable;

- You will fulfill the commitments you make to other Users, communicate clearly and promptly through the chat thread, be present and/or available at the time you agree upon with your Hustler or Client as the case may be, and only utilize the third party payment service provider specified or approved by HustleHub to make or receive payment for services provided through the HustleHub Platform
- You will act professionally and responsibly in your interactions with other Users;
- You will use your real name or business name on your profile;
- When using or accessing the HustleHub Platform, you will act in accordance with all applicable local, provincial, or national law or custom and in good faith;
- You will not use the HustleHub Platform for the purchase or delivery of alcohol, or any other controlled or illegal substances or services.
- Where you enter into this Agreement on behalf of a company or other organization, you represent and warrant that you have authority to act on behalf of that entity and to bind that entity to this Agreement.
- Other than as fully and promptly disclosed in writing to HustleHub, you do not have any motivation, status, or interest that HustleHub may reasonably wish to know about in connection with the HustleHub Platform, including without limitation, if you are using or will or intend to use the HustleHub Platform for any journalistic, academic, investigative, or unlawful purpose.

Hustlers additionally represent and warrant that:

- When using the HustleHub Platform, you are operating as a sole proprietor, partnership, limited liability company, limited liability partnership, corporation or other business entity;
- You are customarily engaged in an independently established business of the same nature as the services performed for Clients through the HustleHub Platform, and maintain an independent clientele;
- You have the unrestricted right to work in the jurisdiction in which you will be performing Hustles;
- If the Hustle is performed in a jurisdiction that requires you to have a business license or business tax registration, you have the required business license or business tax registration;
- You are responsible for identifying and obtaining any required licenses, permits, or registrations before offering services and undertaking Hustles
- You have any and all insurance required to operate your business and provide your services;
- You will use your real name or business name and an up-to-date photo on your profile;
- You will honor your commitments to other Users on the Platform, including by responding to invitations promptly; performing the Hustle(s) as agreed upon with your Client; and providing timely, high-quality services to your Clients;
- You will only offer and provide services for which you have the necessary skills and expertise, and provide those services safely and in accordance with all applicable laws.

3. Contract between Clients and Hustlers

You acknowledge and agree that a legally binding contract with another User (the “ **Service Agreement** ”) is formed when you and that User agree on the terms of a Hustle. The terms of the Service Agreement include the terms set forth in this Section, the engagement terms proposed and accepted on the HustleHub Platform, and any other contractual terms accepted by both the Hustler and their Client to the extent such terms do not conflict with the terms in this Agreement, including this Section 3, and do not expand HustleHub’s obligations or restrict HustleHub’s rights under this Agreement. HustleHub is not a party to any Service Agreement and the formation of a Service Agreement will not, under any circumstances, create an employment or other service relationship between HustleHub and the Hustler, nor will it create an employment relationship between the Client and the Hustler.

Where approved in advance by the Client, the Hustler is not obligated to personally perform the Hustle. Hustlers may engage assistants, helpers, subcontractors or other personnel (collectively “ **Hustler Assistants** ”). For safety reasons, such Hustler Assistants shall have been registered through the HustleHub Platform. A Hustler’s failure to comply with this provision shall be a violation of these Terms of Service and could lead to removal from the HustleHub Platform. Clients are responsible for confirming with their Hustler that any Hustler Assistants are registered Hustlers on the HustleHub Platform.

While using the HustleHub Platform, Clients, in their sole discretion, determine whether they will be present or not when a Hustle is performed. Clients agree that if someone other than them books the Hustle on their behalf or is present in their stead when the Hustle is performed, they are appointing that person as their agent (“ **Client’s Agent** ”) and the Hustler may take and follow direction from the Client’s Agent as if such direction was given from the Client him- or herself or themselves. If you are a Client’s Agent and accessing and using the HustleHub Platform on behalf of a Client, you represent that you have the authority to act as their agent and to bind that person as the principal to all provisions of the Terms of Service.

The Client shall pay their Hustler(s) in full for all Hustle services as indicated by the Hustler, at the rates agreed to by the parties in the Service Agreement. Each User agrees to comply with the Service Agreement and this Agreement during the engagement, performance and completion of a Hustle.

4. Billing and Payment

Users of the HustleHub Platform contract for Hustles directly with other Users. HustleHub will not be a party to any contracts for Hustles or services. Client, and not HustleHub, is responsible for payment for all Hustle services through the platform or means requested by the Hustler. HustleHub is not obligated to compensate Hustler for Client’s failure to pay for services.

HustleHub reserves the right (but not the obligation) upon request from Client or Hustler, or upon notice of any potential fraud, unauthorized charges or other misuse of the HustleHub Platform, to place on hold any Hustle Payment, out of pocket expenses, and/or tip or gratuity (if applicable). Notwithstanding the foregoing, HustleHub is not responsible for transactions or payments between Hustlers and Clients. Outside of the monthly subscription payment paid to HustleHub by the Hustler(s), HustleHub is not responsible for transactions.

Users of the HustleHub Platform may be liable for any taxes or similar charges required to be collected and/or paid on the Hustles and/or fees provided under the Agreement.

In certain jurisdictions, applicable rules may require that we collect or report tax and/or revenue information about you.

6. Public Areas; Acceptable Use

The HustleHub Platform may contain profiles, email systems, blogs, message boards, reviews, ratings, Hustle postings, chat areas, news groups, forums, communities and/or other message or communication facilities (**“Public Areas”**) that allow Users to communicate with other Users. You may only use such community areas to send and receive messages and materials that are relevant and proper to the applicable forum.

Without limitation, the HustleHub Platform may not be used for any of the following purposes:

- To defame, abuse, harass, stalk, threaten, intimidate, misrepresent, mislead or otherwise violate the rights (such as, but not limited to, rights of privacy, confidentiality, reputation, and publicity) of others, including Users and HustleHub staff;
- To publish, post, upload, distribute or disseminate any profane, defamatory, infringing, obscene or unlawful language, material or information;
- To upload files that contain software or other material that violates the intellectual property rights (or rights of privacy or publicity) of any User, third party, or HustleHub;
- To upload files or scripts such as Trojan horses, corrupt files, SQL injections, worms, timebombs, cancelbots or any other files or software that may damage HustleHub or its Users' computers;
- To advertise or offer to sell any goods or services for any commercial purpose through the HustleHub Platform which are not relevant to the Hustle services;
- To conduct or forward surveys, contests, pyramid schemes, or chain letters;
- To impersonate another person or a User or allow any other person or entity to use your user profile to post or view comments (Except as permitted in this Agreement)

While using the HustleHub Platform, you may not:

- Use the HustleHub Platform for any unauthorized or illegal purpose, including but not limited to posting or performing a Hustle in violation of local, state, provincial, national, or international law;
- Post or upload any content which you have not obtained the necessary rights and permissions to use accordingly;
- Post the same Hustle repeatedly ("spamming");
- Download any file posted by another User that you know, or reasonably should know, cannot be legally distributed through the HustleHub Platform;
- Restrict or inhibit any other User from using and enjoying the Public Areas;
- Imply or state that any statements you make (whether on or off the HustleHub Platform) are endorsed by HustleHub, without the prior written consent of HustleHub;
- Use a robot, spider, manual, meta tag, "hidden text," agent, robot, script, and/or automatic processes or devices to data-mine, data-crawl, scrape, collect, mine, republish, redistribute, transmit, sell, license, download, manage or index the HustleHub Platform, or the electronic addresses or personal information of others, in any manner;
- Frame or utilize framing techniques to enclose the HustleHub Platform or any portion thereof;
- Hack or interfere with the HustleHub Platform, its servers or any connected networks;
- Adapt, alter, license, sublicense or translate the HustleHub Platform for your own personal or commercial use;
- Remove, alter, or misuse, visually or otherwise, any copyrights, trademarks or proprietary marks or rights owned by HustleHub and Affiliates;
- Upload content to the HustleHub Platform that is offensive and/or harmful, including, but not limited to, content that advocates, endorses, condones or promotes racism, bigotry, hatred or physical harm of any kind against any individual or group of individuals;
- Upload content that provides materials or access to materials that exploit people in an abusive, violent or sexual manner;
- **Solicit for any other business**, website or service, or otherwise contact Users for employment, contracting or any purpose not related to use of the HustleHub Platform as set forth herein;
- Collect usernames, email addresses, or other personal information of Users by electronic or other means;
- Use the HustleHub Platform or the Hustle services in violation of this Agreement;
- Use the HustleHub Platform in a manner that is false or misleading (directly or by omission or failure to update information), or for the purpose of accessing or otherwise obtaining HustleHub's trade secret information for public disclosure or other purposes;
- Attempt to circumvent the payments system or service charge or Trust & Support fee in any way including, but not limited to, making or processing payments outside of the HustleHub Platform, providing inaccurate information on invoices, or otherwise invoicing in a fraudulent manner;

- Register under different usernames or identities after your account has been suspended or terminated, or register under multiple usernames or false identities, or register using a false or disposable email or phone number; or
- Cause any third party to engage in the restricted activities above;

You understand that all submissions made to Public Areas will be public and that you will be publicly identified by your name or login identification when communicating in Public Areas. HustleHub will not be responsible for the action of any Users with respect to any information or materials posted in Public Areas.

8. Deactivation and Suspension

HustleHub may suspend your right to use the HustleHub Platform pending its investigation of a potential breach by you of this Agreement. HustleHub may deactivate your account or limit your use of the HustleHub Platform upon its determination that you breached a provision of this Agreement (a **“User Breach”**). HustleHub will provide you with written notice of its determination as required by law, unless we have reason to believe the User’s account has been compromised such that the notice would go to the wrong person, or notice would otherwise be counterproductive or would create a risk to safety.

If HustleHub suspends or deactivates your account or limits your use of the HustleHub Platform pursuant to this Section, you are thereafter prohibited from registering and creating a new account under your name or business name, a fake or borrowed name, or the name of any third party, even if you may be acting on behalf of the third party.

Even after your right to use the HustleHub Platform is suspended, terminated or limited, this Agreement will remain enforceable against you. HustleHub reserves the right to take appropriate legal action pursuant to the Agreement.

HustleHub reserves the right to modify or discontinue, temporarily or permanently, all or any portion of the HustleHub Platform at its sole discretion. HustleHub will provide you with notice of any such modification or discontinuation as required by law. To the extent permitted by law, HustleHub shall not be liable to you for any modification or discontinuance of all or any portion of the HustleHub Platform. HustleHub has the right to restrict anyone from completing registration as a Hustler if such person may threaten the safety and integrity of the HustleHub Platform, or if such restriction is necessary to address any other reasonable business concern.

You may terminate this Agreement at any time by ceasing all use of the HustleHub Platform and deactivating your account.

9. Account, Password, Security, and Telephone Communications

You must register with HustleHub and create an account to use the HustleHub Platform. You are responsible for maintaining the confidentiality of any log-in, password, and account number provided by you or given to you by HustleHub for accessing the HustleHub Platform. You are solely and fully responsible for all activities that occur under your password or account, even if not authorized by you. HustleHub has no control over the use of any User's account and expressly disclaims any liability derived therefrom. Should you suspect that any unauthorized party may be using your password or account, or you suspect any other breach of security, you agree to notify HustleHub immediately.

You acknowledge that telephone calls to or from HustleHub, together with its agents and Affiliates, may be monitored and recorded for the purposes of quality control and training.

You verify that any contact information provided to HustleHub, its agents and Affiliates, and Users, including, but not limited to, your name, business name, mailing address, email address, your residential or business telephone number, and/or your mobile telephone number, is true and accurate. You verify that you are the current subscriber or owner of any telephone number that 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.

10. User Generated Content

"User Generated Content" is defined as any information and materials you provide to HustleHub, its agents, Affiliates, and corporate partners, or other Users in connection with your registration for and use of the HustleHub Platform and participation in HustleHub promotional campaigns, including without limitation the information and materials posted or transmitted for use in Public Areas. You are solely responsible for User Generated Content, and we act merely as a passive conduit for your online distribution and publication of your User Generated Content. You acknowledge and agree that HustleHub is not involved in the creation, development of User Generated Content, disclaims any responsibility for User Generated Content, and cannot be liable for claims arising out of or relating to User Generated Content. Further, you acknowledge and agree that HustleHub has no obligation to monitor or review User Generated Content but reserves the right to limit or remove User Generated Content if it is not compliant with the terms of this Agreement.

You hereby represent and warrant to HustleHub that your User Generated Content (a) will not be false, inaccurate, incomplete or misleading; (b) will not be fraudulent or involve the transfer or sale of illegal, counterfeit or stolen items; (c) will not infringe on any third party's privacy, or

copyright, patent, trademark, trade secret or other proprietary right or rights of publicity or personality (to the extent recognized by law in the country where the Hustle is performed); (d) will not violate any law, statute, ordinance, code, or regulation (including without limitation those governing export control, consumer protection, unfair competition, anti-discrimination, incitement of hatred or false or misleading advertising, anti-spam or privacy); (e) will not be defamatory, libellous, malicious, threatening, or harassing; (f) will not be obscene or contain pornography (including but not limited to child pornography) or be harmful to minors; (g) will not contain any viruses, scripts such as Trojan Horses, SQL injections, worms, time bombs, corrupt files, cancelbots or other computer programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or personal information; (h) will not claim or suggest in any way that you are employed or directly engaged by or affiliated with HustleHub or otherwise purport to act as a representative or agent of HustleHub; and (i) will not create liability for HustleHub or cause HustleHub to lose (in whole or in part) the services of its Internet Service Providers (ISPs) or other partners or suppliers.

The HustleHub Platform hosts User Generated Content relating to reviews and ratings of specific Hustlers (**“Feedback”**). Feedback is such User’s opinion and not the opinion of HustleHub, and has not been verified or approved by HustleHub. You agree that HustleHub is not responsible or liable for any Feedback or other User Generated Content. HustleHub encourages each User to give objective, constructive and honest Feedback about the other Users with whom they have transacted. HustleHub is not obligated to investigate any remarks posted by Users for accuracy or reliability or to consider any statements or materials posted or submitted by Users about any Feedback but may do so at its discretion. You agree that Feedback enables Users to post and other Users to read about Users’ expression of their experiences and that you will not complain or take any action merely because you happen to disagree with such Feedback.

HustleHub respects the personal and other rights of others and expects Users to do the same. HustleHub is entitled to identify a User to other Users or to third parties who claim that their rights have been infringed by User Generated Content submitted by that User, so that they may attempt to resolve the claim directly.

If a User believes, in good faith, that any User Generated Content provided on or in connection with the HustleHub Platform is objectionable or infringes any of its rights or the rights of others (e.g. counterfeiting, insult, invasion of privacy), the User is encouraged to notify HustleHub. If a User discovers that User Generated Content promotes crimes against humanity, incites hatred and/or violence, or concerns child pornography, the User must notify HustleHub.

11. Links to Third-Party Websites

The HustleHub Platform may contain links (such as hyperlinks) to third-party websites. Such links do not constitute endorsement by HustleHub or association with those websites, their

content or their operators. Such links (including without limitation external websites that are framed by the HustleHub Platform as well as any advertisements displayed in connection therewith) are provided as an information service, for reference and convenience only. HustleHub does not control any such websites, and is not responsible for their availability, accuracy, content, advertising, products, or services. It is your responsibility to evaluate the content and usefulness of the information obtained from other websites. You acknowledge and agree that HustleHub is not involved in the creation or development of third-party websites and disclaims any responsibility for third-party websites and cannot be liable for claims arising out of or relating to third-party websites. Further, you acknowledge and agree that HustleHub has no obligation to monitor, review, or remove links to third-party websites, but reserves the right to limit or remove links to third-party websites on the HustleHub Platform at its sole discretion.

The use of any website controlled, owned or operated by a third party is governed by the terms and conditions of use and privacy policy for that website. You access such third-party websites at your own risk. HustleHub expressly disclaims any liability arising in connection with your use and/or viewing of any websites or other material associated with links that may appear on the HustleHub Platform. You hereby agree to hold HustleHub harmless from any liability that may result from the use of links that may appear on the HustleHub Platform.

12. HustleHub Functions as an Online Marketplace

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

The HustleHub Platform is **not an employment agency** service or business and HustleHub is **not an employer of any User**. Hustlers acknowledge and confirm that they are responsible for exercising their own business judgment in entering into Service Agreements and performing

Hustles and that, depending on how they exercise such business judgment, there is a chance for individual profit or loss.

14. 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 HustleHub designs, trademarks, and logos (collectively “**Proprietary Material**”) that Users see or read through the HustleHub Platform is owned by HustleHub, excluding User Generated Content, which Users hereby grant HustleHub a license to use as set forth in this Agreement.

Proprietary Material is protected in all forms, media and technologies now known or hereinafter developed. HustleHub owns all Proprietary Material, as well as the coordination, selection, arrangement and enhancement of such Proprietary Materials. The Proprietary Material is protected by domestic and international laws governing copyright, patents, and other proprietary rights. Users may not copy, download, use, redesign, reconfigure, or retransmit anything from the HustleHub Platform without HustleHub’s express prior written consent and, if applicable, the consent of the holder of the rights to the User Generated Content. Any use of such Proprietary Material other than as permitted herein is expressly prohibited.

The service marks and trademarks of HustleHub, including without limitation HustleHub, HustleHub for Good, and associated logos, are service marks owned by HustleHub. Any other trademarks, service marks, logos and/or trade names appearing via the HustleHub Platform are the property of their respective owners. HustleHub’s proprietary marks and logos are not available for use by Hustlers. You may not copy or use any of these marks, logos or trade names without the express prior written consent of the owner.

15. Copyright Complaints and Copyright Agent

HustleHub 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 HustleHub Platform infringe upon your copyright or other intellectual property right, please send the following information to HustleHub:

- A description of the copyrighted work that you claim has been infringed, including the URL (Internet address) or other specific location on the HustleHub Platform
- 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;
- 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.

16. Confidential Information

You acknowledge that Confidential Information (as defined below) is a valuable, special and unique asset of HustleHub and agree that you will not, for the lifetime of your account on HustleHub plus 10 years thereafter, disclose, transfer, or use (or seek to induce others to disclose, transfer or use) any Confidential Information for any purpose other than use of the HustleHub Platform in accordance with these Terms of Service.

If relevant, you may disclose the Confidential Information to your authorized employees and agents provided that they are also bound to maintain the confidentiality of Confidential Information. You shall use best efforts to protect Confidential Information from unauthorized disclosure, transfer or use. You shall promptly notify HustleHub in writing of any circumstances that may constitute unauthorized disclosure, transfer, or use of Confidential Information. You shall return all originals and any copies of any and all materials containing Confidential Information to HustleHub promptly upon deactivation of your User account or termination of this Agreement for any reason whatsoever.

The term “**Confidential Information**” shall mean any and all of HustleHub’s trade secrets, confidential and proprietary information, and all other information and data of HustleHub that is not generally known to the public or other third parties who could derive value, economic or otherwise, from its use or disclosure. Confidential Information shall be deemed to include technical data, know-how, research, product plans, products, services, customers, markets, software, developments, inventions, processes, formulas, technology, designs, drawings, engineering, hardware configuration information, marketing, finances, strategic and other Proprietary Materials and confidential information relating to HustleHub or HustleHub’s business, operations or properties, including information about HustleHub’s staff, Users or partners, or other business information disclosed or obtained directly or indirectly in writing, orally or by drawings or observation.

17. Disclaimer of Warranties

A. Use Of The HustleHub Platform Is Entirely At Your Own Risk

THE TECHNOLOGY OF THE HUSTLEHUB PLATFORM IS PROVIDED ON AN “AS IS” BASIS WITHOUT WARRANTIES OR CONDITIONS OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT

NOT LIMITED TO, WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, GOOD AND WORKMANLIKE SERVICES, AND NON-INFRINGEMENT. HUSTLEHUB MAKES NO WARRANTIES OR REPRESENTATIONS ABOUT THE ACCURACY OR COMPLETENESS OF THE CONTENT PROVIDED THROUGH THE HUSTLEHUB PLATFORM OR THE CONTENT OF ANY SITES LINKED TO THE HUSTLEHUB PLATFORM AND ASSUMES NO LIABILITY OR RESPONSIBILITY IN CONTRACT, WARRANTY OR IN TORT FOR ANY (I) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT, (II) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO AND USE OF THE HUSTLEHUB PLATFORM, (III) ANY ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION AND/OR FINANCIAL INFORMATION STORED THEREIN; AND (IV) EVENTS BEYOND OUR REASONABLE CONTROL.

HustleHub does not warrant, endorse, guarantee or assume responsibility for any service advertised or offered by a third-party through the HustleHub Platform or any hyperlinked website or featured in any banner or other advertising, and HustleHub 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, HustleHub and Affiliates do not warrant that access to the HustleHub Platform will be uninterrupted or that the HustleHub Platform will be error-free; nor do they make any warranty as to the results that may be obtained from the use of the HustleHub Platform, or as to the timeliness, accuracy, reliability, completeness or content of any Hustle, service, information or materials provided through or in connection with the use of the HustleHub Platform. HustleHub and Affiliates are not responsible for the conduct, whether online or offline, of any User. HustleHub and Affiliates do not warrant that the HustleHub 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.

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

B. No Liability

You acknowledge and agree that HustleHub is only willing to provide the HustleHub Platform if you agree to certain limitations of our liability to you and third parties. Therefore, you agree not to hold HustleHub and Affiliates, or their corporate partners, liable for any claims, demands, damages, expenses, losses, governmental obligations, suits, and/or controversies of every kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed,

direct, indirect, incidental, actual, consequential, economic, special, or exemplary, including attorneys fees and costs (collectively, **“Liabilities”**) that have arisen or may arise.

UNDER NO CIRCUMSTANCES WILL HUSTLEHUB LIABLE FOR, **AND YOU HEREBY RELEASE HUSTLEHUB AND AFFILIATES AND THEIR CORPORATE PARTNERS FROM:** 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 HUSTLEHUB, THE COST OF SUBSTITUTE PRODUCTS OR SERVICES, OR ATTORNEYS FEES AND COSTS) ARISING OUT OF OR IN ANY WAY CONNECTED WITH YOUR USE OF OR INABILITY TO USE THE HUSTLEHUB PLATFORM OR THE HUSTLE SERVICES, EVEN IF ADVISED OF THE POSSIBILITY OF THE SAME.

HUSTLEHUB AND AFFILIATES EXPRESSLY DISCLAIM ANY LIABILITY THAT MAY ARISE BETWEEN USERS OF ITS HUSTLEHUB PLATFORM. HUSTLEHUB AND AFFILIATES ALSO DO NOT ACCEPT ANY LIABILITY WITH RESPECT TO THE QUALITY OR FITNESS OF ANY WORK PERFORMED VIA THE HUSTLEHUB PLATFORM.

18. Indemnification

You hereby agree to indemnify, defend, and hold harmless HustleHub from and against any and all Liabilities incurred in connection with (i) your use or inability to use, or your participation on, the HustleHub Platform; (ii) your participation in Hustles, or your ability or inability to perform or obtain the performance of Hustles or to receive payment therefore; (iii) your breach or violation of this Agreement; (iv) your violation of any law, or the rights of any User or third party; (v) your failure to abide by your representations and warranties; (vi) any content submitted by you or using your account to the HustleHub Platform, including but not limited to the extent such content may infringe on the intellectual rights of a third party or otherwise be illegal or unlawful; and (vii) if you are a Client, the acts or omissions of any Client’s Agents.

HustleHub reserves the right, in its own sole discretion, to assume the exclusive defense and control of any matter otherwise subject to your indemnification. You will not, in any event, settle any claim or matter without the prior written consent of HustleHub.

19. Dispute Resolution

To expedite resolution and reduce the cost of any dispute, controversy or claim related to, arising from or regarding your use of the HustleHub Platform, your relationship with HustleHub, Hustles, or this Agreement, (**“Dispute”**), you and HustleHub agree to first attempt to negotiate any Dispute informally for at least 30 days before initiating any out of court settlement (such as mediation or arbitration) or court proceeding. Such informal negotiations will commence upon

written notice. Your address for such notices is the one associated with your account, with an email copy to the email address you have provided to HustleHub. HustleHub's address for such notice is

21. No Agency; No Employment

No agency, partnership, joint venture, employer-employee or franchiser-franchisee relationship is intended or created by this Agreement.

23. Licensing

Hustlers alone are responsible for identifying and obtaining any required licenses, permits, or registrations before offering services and undertaking Hustles. Indeed, certain types of Hustles and services may be prohibited altogether, and it is the responsibility of Hustlers to avoid such prohibited Hustles and services. Penalties may include fines or other law enforcement. If you have questions about how national/ state/ provincial/ territorial and local laws apply to your Hustles and services on the HustleHub Platform, you should first seek appropriate legal guidance.

Because HustleHub does not supervise, scope, direct, control, or monitor a Hustler's work or performance of Hustles, Clients must determine for themselves whether a Hustler has the skills and qualifications necessary to perform the specific Hustle at hand. Clients may wish to consult their national/state/provincial/territorial or local requirements to determine whether certain Hustles are required to be performed by a licensed or otherwise registered professional. Clients may also wish to discuss with their Hustler any specific hazards, obstacles, or impediments in the Hustle location (both visible and concealed) that may impact the performance of the Hustle.

24. Changes to this Agreement and the HustleHub Platform

HustleHub reserves the right, at its sole and absolute discretion, to change, modify, add to, supplement, suspend, discontinue, or delete any of the terms and conditions of this Agreement (including the Terms of Service and Privacy Policy) and review, improve, modify or discontinue, temporarily or permanently, the HustleHub Platform or any content or information through the HustleHub Platform at any time, effective with or without prior notice and without any liability to HustleHub. HustleHub may also impose limits on certain features or restrict your access to part or all of the HustleHub Platform without notice or liability.

HustleHub will endeavor to notify you of material changes to this Agreement by email but will not be liable for any failure to do so. If any future changes to this Agreement are unacceptable to you or cause you to no longer be in compliance with this Agreement, you must deactivate your account, and immediately stop using the HustleHub Platform. Your continued use of the HustleHub Platform following any revision to this Agreement constitutes your complete and irrevocable acceptance of any and all such changes.

26. Notices and Consent to Receive Notices Electronically

You consent to receive any agreements, notices, disclosures and other communications (collectively, **“Notices”**) to which this Agreement refers electronically, including without limitation by email or by posting Notices on the Sites. You agree that all Notices that we provide to you electronically satisfy any legal requirement that such communications be in writing. Unless otherwise specified in this Agreement, all Notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered or sent by certified or registered mail, return receipt requested; when receipt is electronically confirmed, if transmitted by facsimile or email; or the day it is shown as delivered by the overnight delivery service’s tracking information, if sent for next day delivery by a recognized overnight delivery service.

27. Consent to Electronic Signatures

By using the HustleHub Platform, you agree to transact electronically through the HustleHub Platform. You also agree to the following: (i) your electronic signature is the legal equivalent of your manual signature and has the same legal effect, validity and enforceability as a paper-based signature; (ii) your use of a keypad, mouse or other device to select an item, button, icon or similar act/action, constitutes your signature as if actually signed by you in writing; and (iii) no certification authority or other third party verification is necessary to validate your electronic signature, and the lack of such certification or third party verification will not in any way affect the enforceability of your electronic signature.