

## HELPERU TERMS OF USE

**Last updated: October 2<sup>nd</sup> 2025**

PLEASE READ THESE TERMS OF USE CAREFULLY. THIS IS A BINDING CONTRACT. These HelperU Terms of Use (the “**Terms of Use**” or the “**Terms**”) constitute a legally binding agreement between the User (defined below) of the Platform (defined below) (“**you**” or “**your**”) and HelperU (DBA for TouredIt LLC), “**HelperU**”, “**we**”, “**us**” or “**our**”) governing your use of HelperU’s websites (including [www.helperu.com](http://www.helperu.com), the mobile application(s), and related services, information and communications (collectively referred to herein as the “**Platform**” or the “**HelperU Platform**”). The HelperU Platform is property of HelperU LLC.

The use of all personal data you submit to the Platform or which we collect about you is governed by our **Privacy Policy**. These Terms, together with the Privacy Policy <https://www.helperu.com/privacy-policy> and the Platform Acceptable Use Policy which are each incorporated by reference, and referred to collectively, herein as the “**Agreement**”), governs your access to and use of the Platform. The Agreement also includes all other supplemental policies and terms referenced and/or linked to within these Terms or which are otherwise made available to you, all of which also apply to your use of the Platform and are incorporated into the Agreement by reference.

These Terms are subject to change at any time without prior written notice by HelperU. The most recent version of these Terms shall be posted for your review at any time on the Site. Please review these Terms in their entirety prior to engaging in any transaction on the Site. Your continued use of the Platform after any posting of updated Terms (which shall be dated as of their most recent update) shall constitute your acceptance of and agreement to any changes therein made.

SECTION 24 CONTAINS AN ARBITRATION AGREEMENT. THIS ARBITRATION AGREEMENT, WITH LIMITED EXCEPTION, REQUIRES YOU TO SUBMIT DISPUTES AND CLAIMS YOU HAVE AGAINST HELPERU TO BINDING AND FINAL ARBITRATION (ON AN INDIVIDUAL BASIS ONLY, I.E., CASE CONSOLIDATION AND CLASS ACTIONS ARE NOT PERMITTED) IN ORDER TO RESOLVE DISPUTES. PLEASE READ IT CAREFULLY AS IT AFFECTS YOUR LEGAL RIGHTS, INCLUDING, IF APPLICABLE, YOUR RIGHT TO OPT OUT OF ARBITRATION.

BY ACKNOWLEDGING THE TERMS OF USE AND/OR ACCESSING AND USING THE PLATFORM, YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT YOU HAVE READ AND UNDERSTAND AND AGREE TO BE BOUND BY (WITHOUT LIMITATION OR QUALIFICATION), THE AGREEMENT (INCLUDING, ALL TERMS INCORPORATED HEREIN BY REFERENCE). **IF YOU DO NOT AGREE TO BE BOUND BY THE AGREEMENT AND ABIDE BY ITS TERMS, YOU MAY NOT, AND PLEASE DO NOT, ACCESS OR USE THE PLATFORM.**

### **1. HelperU’s Platform.**

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## **A. Online Marketplace.**

The Platform is an online web- and app-based two-sided marketplace which enables connections between Clients and Helpers. “**Client(s)**” are individuals and/or businesses seeking to obtain short-term services (“**Help**”), and “**Helper(s)**” are **businesses independent contractor college students** seeking to provide Help for Clients. Clients and Helpers are referred to herein together as “**User(s)**”.

Helpers are independent business owners, providing services under their own name or business name (and not under HelperU’s name), using their own tools and supplies. Helpers choose the applicable rates for Help, without deduction by HelperU. Helpers may (a) maintain a clientele without any restrictions from HelperU; (b) offer and provide their services elsewhere, including through competing platforms; and (c) accept or reject Clients and Service Agreements (defined below). Helpers are independent contractors of Clients, and Clients are therefore clients of Helpers, not HelperU.

Any reference to a Helper being licensed or credentialed in some manner, or being “badged”, “reliable”, “reliability rate”, “elite”, “great value”, “background checked”, “verified”, “vetted” (or similar language) indicates only that the Helper has completed a relevant user account registration process or met certain criteria and does not, and shall not be deemed to, represent anything else. Any such description: (i) is intended to be useful information for Clients to evaluate when they make their own decisions about the identity and suitability of Helpers whom they select or with whom they interact, or contract with via the Platform; and (ii) is not an endorsement, certification or guarantee by HelperU of a Helper’s skills or qualifications or whether they are licensed, insured, trustworthy, safe or suitable.

Notwithstanding any feature or service of the Platform that a Client may use to expedite Helper selection, the Client is responsible for determining the Help and selecting or otherwise approving their Helper and should undertake their own research prior to booking any Help to be satisfied that a specific Helper has the right qualifications.

## **B. HelperU’s Role.**

The Platform is not an employment agency service or business, and HelperU is not an employer of any User. Users are not employees, partners, representatives, agents, joint venturers, independent contractors or franchisees of HelperU.

Users hereby acknowledge and agree that (a) HelperU does not (i) provide Help nor employ individuals to provide Help, (ii) supervise, scope, direct, control or monitor Helpers’ work (including that HelperU does not set Helpers’ work locations, work hours, or terms of work), nor provide tools or supplies to, or pay any expenses of, Helpers, or (iii) have any control over the quality, timing, legality, failure to provide, or any other aspect whatsoever of Help or Users (or the acts or omissions thereof), nor of the integrity, responsibility, competence, qualifications, communications, or the ratings or reviews provided by Users with respect to each other; and (b) the formation of a **Service Agreement** will not, under any circumstances, create any responsibility or liability for HelperU, nor any employment or other relationship between

HelperU and the Users or between the Client and the Helper. Users do not have authority to, and may not act as agent for, nor bind or make any representations on behalf of, HelperU (including that Helpers may not modify all or any part of the HelperU fees (see Section 3 below).

HelperU is neither responsible nor liable for workers' compensation or any tax payment or withholding, including but not limited to applicable sales taxes, **HST/QST/GST/PST**, unemployment or employment insurance, **Canada Pension Plan**, disability insurance, applicable **VAT, National Insurance**, employer's liability, employer training tax, social security contributions, **PAYE** or other applicable payroll withholdings in connection with a User's use of the Platform, or personal income tax. The Helper assumes full and sole responsibility for all required and applicable income tax and social contributions such as Social Security **or National Insurance Contribution** withholdings as to the Helper and all persons engaged by the Helper in the performance of the Help Services. Each User assumes all liability for proper classification of such User's workers based on applicable legal guidelines.

### **C. Limited, Non-Exclusive Access and Use License.**

Subject to your compliance with the terms of the Agreement (including, without limitation, these ) HelperU grants you a limited, non-exclusive, non-transferable and revocable license to (a) access and use the Platform (in the locations and territories where the Platform has a presence), (b) download, access and use the App on your personal device, solely in furtherance of your use of the Platform, and (c) access and view any content, information and materials made available on the Platform, in all cases for your personal use and the intended purpose of the Platform. All Users are subject to, and agree to comply with, the Acceptable Use Policy in their use of the Platform. Users may not copy, download, use, redesign, reconfigure, reverse engineer or retransmit the Platform or anything therefrom or thereon (in whole or in part) without HelperU's prior written consent. Any rights not granted by HelperU are expressly reserved.

### **D. User Representations and Warranties.**

In your access to and use of the Platform, you represent and warrant that you:

- are at least 18 years old;
- are not prohibited from accessing or using the Platform or any of the Platform's contents, goods, or services by any applicable law, rule, or regulation.
- will comply fully with the terms of the Agreement, including, without limitation, these Terms and the <https://www.helperu.com/acceptable-use-policy> and other **Supplemental Terms**;
- are at least of the legally required age in the jurisdiction in which you reside, and are otherwise capable of entering into binding contracts;
- have the right, authority and capacity to enter into the Agreement (including that you have the right and authority to act on behalf of, and bind to the Agreement, any company or organization on whose behalf you are entering into the Agreement);
- will only request and/or perform (as applicable) Help in a country where the Platform has a presence;

- 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 Help or any interaction by or with any User and/or HelperU without obtaining the prior written consent of HelperU and/or the relevant User, as applicable;
- will act professionally and responsibly in your interactions with, and fulfill the commitments you make to, other Users (including by communicating clearly and promptly through the Message Thread, and being present and/or available at the time you agree upon with other Users);
- will only utilize the **third-party PSP** (as defined in the **Fees**) to make or receive payment for Help;
- will use your legal name and/or legal business name (as per your government issued identification and registration documents) and an up-to-date photo on your profile;
- will comply with all applicable local, state, provincial, national, or international laws in your use of the Platform;
- will not use the Platform for the purchase or delivery of alcohol, or any other controlled or illegal substances or services; and
- will ensure that all communications regarding Help (including, without limitation, scoping and payments and any questions relevant to Help), remain on the Platform, before, during and after the Help.

#### **E. Additional Helper Representations and Warranties.**

If you are a Helper, you additionally represent and warrant that, in your access to and use of the Platform, you:

- are operating as a sole proprietor, partnership, limited liability company, limited liability partnership, corporation or other business entity when using the Platform;
- are customarily engaged in an independently established business of the same nature as the help provided for Clients through the Platform, and maintain an independent clientele;
- have the unrestricted right to work in the jurisdiction in which you provide Help;
- have and will maintain (at your own expense) any licenses, permits, and/or registrations required by applicable laws that apply to your provision of Help (including, as applicable, a business license, business tax registration, and/or contractor's license);
- have and will maintain all insurance required to operate your business and perform the Help;
- will respond to invitations promptly; provide timely, high-quality services for your Clients as agreed in the Message Thread (defined below); only offer and provide Help for which you have the necessary expertise to perform; and perform the Help as agreed upon with your Client in a safe manner; and
- will promptly disclose to HelperU in writing if you have any potentially relevant criminal convictions (other than minor fixed penalty parking or speeding offenses) that arise during your use of the Platform.

## **2. HelperU's Platform Use.**

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## **A. Account Registration.**

You must register and create an account to access and use the Platform, providing only correct and accurate information (including, but not only, your name, business name, mailing address, email address, and/or telephone number). You agree to immediately notify HelperU (at <https://www.helperu.com>) of any changes to your account information. If any such change relates to ownership of your telephone numbers, you may notify HelperU by texting STOP to any text message sent to the retiring phone number. Failure to provide and maintain updated and accurate information may result in your inability to use the Platform and/or HelperU's termination of this Agreement with you. HelperU may restrict anyone from completing registration if HelperU determines such person may threaten the safety and integrity of the Platform, or if such restriction is necessary to address any other reasonable business concern.

## **B. Account Security.**

Your username and password are for your personal use only and should be kept confidential. You understand that you are fully and solely responsible for (a) maintaining the confidentiality of any log-in, password, and account number provided by or given to you to access the Platform; and (b) all activities that occur under your password or account, even if not authorized by you. HelperU has no control over any User's account. You agree to notify HelperU immediately if your username or password is lost or stolen, or if you suspect any unauthorized party has accessed or may be using your Platform password or account or any other breach of security.

HelperU may reclaim, or require you to change, your username for any reason.

## **C. Helper Registration**

**(i) Background Checks.** To the extent permitted by applicable law, and only after provision of the necessary disclosures to you and receipt of the necessary written consents from you, Helpers may be subject to a review process before they can register on, and during their use of, the Platform, which may include, but is not limited to, identity verification, consumer reports, investigative consumer reports, and criminal background checks, using third party services as appropriate ("**Background Check(s)**"). As a Helper, to the extent permitted under applicable law, and only after provision of the necessary disclosures to you and receipt of the necessary written consents from you, you agree to undergo such Background Checks. HelperU cannot, and does not, assume any responsibility or liability for the accuracy or reliability of Background Check information, nor for any false or misleading statements made by Users of the Platform.

HELPERU WILL PROVIDE HELPERS WITH REQUIRED DISCLOSURES UNDER APPLICABLE FEDERAL AND STATE LAW AND OBTAIN ANY REQUIRED WRITTEN AUTHORIZATION PRIOR TO OBTAINING ANY BACKGROUND CHECKS ON HELPERS.

**(ii) Professional Licensing.** HelperU does not independently verify that Helpers have the necessary expertise, or have obtained any licenses, permits, or registrations required, to provide their Help. It may be unlawful to provide certain types of Help without a license, permit and/or

registration, and providing same may result in law enforcement action and/or penalties or fines. Helpers are solely responsible for avoiding the provision of such prohibited Help. If you have questions about how national, state, provincial, territorial and/or local laws apply to your Help on the Platform, you should first seek appropriate legal guidance. Clients are solely responsible for determining if a Helper has the skills and qualifications necessary to provide the specific Help and confirming that the Helper has obtained all required licenses, permits, or registrations, if any. Clients may wish to consult their national, state, provincial, territorial and/or local law requirements to determine whether certain Help is required to be provided by a licensed or otherwise registered professional.

#### **D. Service Agreement.**

The Platform allows Users to offer, search for, and book Help. After identifying and selecting a Helper to provide Help, the Client and the Helper may communicate via the direct message thread in the Platform (the “**Message Thread**”) to understand and negotiate the scope, schedule, and other details of the Help (including, without limitation, any specific hazards, obstacles, or impediments in the Help location (whether visible or concealed) that may impact the provision of the Help). Once the Help is scheduled via the Platform by the Helper, the Client and Helper form a legally binding contract for the Help, which includes the engagement terms proposed and accepted, and any other contractual terms agreed to, by the Client and the Helper in the Message Thread for the Help (the “**Service Agreement**”). The Client and the Helper each agree to comply with the Service Agreement and the Agreement during the engagement, provision and completion of the Help. Helpers are responsible for exercising their own business judgment in entering into Service Agreements and providing Help; and acknowledge that there is a chance for individual profit or loss. HelperU is not a party to any Service Agreement. The formation of a Service Agreement will not, under any circumstances, create any responsibility or liability for HelperU to anyone, including Users.

#### **E. Other Parties**

**(i) Helper Assistants.** Where approved in advance by the Client in the Message Thread for the Help, Helpers may engage assistants, helpers, subcontractors or other personnel (“**Helper Assistant(s)**”) to provide all or any part of the Help; if such Helper Assistants have registered through the Platform and meet all of the requirements applicable to the Helper as set out in the Agreement. The Helper assumes full and sole responsibility for the acts and omissions of all Helper Assistants used in its provision of Help and is fully responsible for: (a) the lawful payment of all compensation, benefits, and expenses for its Helper Assistants, (b) all required and applicable tax withholdings as to such Helper Assistants, and (c) ensuring all Helper Assistants are registered Helpers on the Platform.

**(ii) Client Agents.** The Client agrees that if they have authorized someone other than the Client to arrange for Help on their behalf or to be present in their place when the arrange Help is provided, the Client is appointing that person as their agent (“**Client Agent(s)**”), and the Client is deemed to have granted to the Client Agent the authority to act as their agent in relation to the applicable Help. Client Agents may direct or instruct the Helper’s provision of Help, and the



Helper may follow such direction as if the direction was given by the Client. The Client assumes full and sole responsibility for the acts and omissions of Client Agents.

### **3. Fees, Billing, Invoicing, and Payment; Cancellation.**

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The terms relevant to fees (including Helper Payments and HelperU's fees), invoicing, payment (including for Help, and any other amounts owed by Users hereunder) and cancellation, are set out in the <https://www.helperu.com/fees>, which applies to your access to and use of the Platform. Unless otherwise expressly stated in this Agreement, all fees (including, without limitation, the Help Payment and all HelperU fees) are non-refundable.

### **4. Contests and Promotional Codes.**

HelperU may, from time to time, provide certain optional promotional codes, opportunities and contests to Users. All such optional promotional opportunities will be run at the sole discretion of HelperU, will be subject to the terms and conditions governing same, and can be implemented, modified, or removed at any time by HelperU without advance notification. The liability of HelperU relevant to such promotional opportunities and contests, shall be subject to the limitations set forth in [Section 13](#) of these Terms.

### **5. HelperU's Platform Public Areas.**

The Platform may contain profiles, email systems, blogs, message boards, reviews, ratings, Help 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.

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

### **6. Suspension and Deactivation.**

In the event of an actual or suspected breach by you of any part of the Agreement (including, without limitation, abuse, fraud or interference with the proper working of the Platform), HelperU may (a) suspend your right to use the Platform pending its investigation; and/or (b) deactivate your account or limit your use of the Platform if HelperU has reason to believe you or your use of the Platform violate our Terms. HelperU, if required by applicable laws, will provide you with written notice of its determination as required by those laws. If you wish to appeal any determination made by HelperU pursuant to this Section, please contact us [helperu.com](https://www.helperu.com) within 14 days of receipt of such notice with the grounds for your appeal. HelperU, in its sole discretion, except if applicable law requires otherwise, makes the final determination concerning any such appeal.

If HelperU suspends or deactivates your account or limits your use of the Platform pursuant to this Section 6, you may not register and/or create a new account under different usernames, identities or contact details (whether under your or any other name or business name), even if you are acting on behalf of a third party. HelperU may suspend or terminate any related accounts without notice and no right to appeal unless applicable law provides otherwise.

## **7. Termination.**

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**(i) Termination by You.** You may terminate your account and the Agreement between you and HelperU at any time by ceasing all use of the Platform and deactivating your account from your account settings. But you still must pay any outstanding bills even though you terminate your account.

**(ii) Termination by HelperU.** HelperU may terminate your account (and any accounts HelperU determines are related to your account) and the Agreement between you and HelperU at any time, and cease providing access to the Platform, should we have reason to believe you or our use of the Platform violate any part of the Agreement or applicable laws. If we do so, it's important to understand that you don't have a contractual or legal right to continue to use our Platform, for example, offer or receive Help through the Platform. Generally, HelperU will notify you that your account has been suspended, unless you've repeatedly violated our Terms or we have a legal or regulatory reason preventing us from notifying you.

**(iii) After Termination.** Even after your account or your right to use the Platform is suspended, terminated or limited by us or you, the Agreement will remain enforceable against you. HelperU reserves the right to take appropriate legal action pursuant to the Agreement. Please be aware that if you or Helper terminate your account, you may lose any information associated with your account.

## **8. User Generated Content; Feedback.**

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### **A. User Generated Content.**

**“User Generated Content”** is defined as any information, content and materials (including any videotape, film, recording, photograph, voice) you provide to HelperU, its agents, **Affiliates**, and corporate partners, or other Users in connection with your registration for and use of the Platform (including, without limitation, the information and materials posted or transmitted for use in Public Areas).

User Generated Content is not the opinion of, and has not been verified or approved by, HelperU. You acknowledge and agree that HelperU: (a) is not involved in the creation or development of User Generated Content and does not control any User Generated Content; (b) is not responsible or liable for any User Generated Content (including any accuracy, or results obtained by the use, thereof or reliance thereon); (c) may, but has no obligation to, monitor or review User Generated Content; and (d) reserves the right to limit or remove User Generated Content if it is not compliant with the terms of the Agreement.



You are and remain solely responsible and liable for your User Generated Content. To the extent permitted by law, you hereby grant HelperU, and any of its successors, for the full duration of all rights that may exist in the User Generated Content (including any legal extensions thereof), a non-exclusive, worldwide, perpetual, irrevocable, royalty-free, fully-paid, unrestricted, sublicensable (through multiple tiers), transferable right and license to publish, reproduce, disseminate, transmit, distribute, modify, adapt, publish, translate, create derivative works from, publicly perform, exhibit, display (in whole or in part), act on and/or otherwise use your User Generated Content, in any media, form or technology now known or later developed, including (without limitation) in connection with any advertising, marketing, and/or publicizing of the Platform, without any approval by, or compensation to, you. You acknowledge and agree that the foregoing license shall also extend to, and HelperU, any successors, and its Affiliates may use (in accordance with this Section), your name, username, image, silhouette and other reproductions of your physical likeness, voice, likeness, screenname(s) and/or any biographical, professional and/or other identifying information (collectively, “**Likeness**”) in, and in connection with, the your use of the Platform, including on websites, social media platforms and third-party digital platforms owned or controlled by us, our successors, or our **Affiliates**.

You hereby represent and warrant to HelperU that (i) you have the lawful authority to grant the rights in your User Generated Content as set out herein, and that such rights do not negatively impact any third-party rights; and (ii) your User Generated Content will not: (1) be false, inaccurate, incomplete or misleading; (2) be fraudulent or involve the transfer or sale of illegal, counterfeit or stolen items; (3) infringe on any third party’s privacy, or copyright, patent, trademark, trade secret or other proprietary or intellectual property right or rights of publicity or personality (to the extent recognized by law **in the country** where the Help is provided); (4) 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); (5) be defamatory, libelous, malicious, threatening, or harassing; (6) be obscene or contain pornography (including but not limited to child pornography) or be harmful to minors; (7) 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; (8) claim or suggest in any way that you are employed or directly engaged by or affiliated with HelperU or otherwise purport to act as a representative or agent of HelperU; or (9) create liability for HelperU or cause HelperU to lose (in whole or in part) the services of its Internet Service Providers (ISPs) or other partners or suppliers.

You hereby waive (x) any “moral rights” associated with the User Generated Content (to the extent allowable by law); and (y) all claims relevant to the User Generated Content and HelperU’s use thereof and of your Likeness. You release the HelperU Parties (defined below) from, and shall hold such parties harmless from and against, any and all Liabilities (defined below), (including, without limitation, for defamation, malicious falsehood, invasion of right to privacy, data protection, publicity or personality or any similar matter), based upon or relating to HelperU’s use and exploitation of such User Generated Content and your Likeness as permitted herein. THE RELEASES HEREUNDER ARE INTENDED TO APPLY TO ALL CLAIMS NOT NOW KNOWN OR SUSPECTED TO EXIST, WITH THE INTENT OF WAIVING THE

EFFECT OF CALIFORNIA CIVIL CODE SECTION 1542, AS SET FORTH IN SECTION 24(A)(III) BELOW.

HelperU 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 you believe, in good faith, that any User Generated Content provided on or in connection with the Platform is objectionable or infringes any of its rights or the rights of others, you are encouraged to notify HelperU at <https://www.helperu.com>. 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 HelperU at <https://www.helperu.com>.

## **B. Feedback**

The Platform hosts User Generated Content relating to reviews and ratings of specific Helpers (“**Feedback**”), which enables Users to post and read other Users’ expressions of their experiences. Feedback is the opinion of the User who has posted it. Feedback is not the opinion of, and has not been verified or approved by, HelperU. HelperU does not evaluate Users. HelperU may, but is not obligated to, investigate, modify and/or remove any Feedback or other remarks posted by Users. You may request removal of a review that violates the Agreement by contacting us at <https://www.helperu.com>.

## **9. Intellectual Property Rights.**

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The Platform, and all components thereof and content made available and/or displayed thereon (including the Marks (defined below), and all text, graphics, editorial content, data, formatting, graphs, designs, HTML, look and feel, photographs, music, sounds, images, software, videos, typefaces, information, tools, designs, interfaces and other content (including the coordination, selection, arrangement, and enhancement of, and any and all intellectual property rights in and to, the foregoing (collectively “**Proprietary Material**”)), is owned by HelperU, excluding User Generated Content and any third-party websites made available on or via the Platform. Proprietary Material is protected, in all forms, media and technologies now known or hereinafter developed, by United States and international laws, including those governing copyright, patents, and other proprietary and intellectual property rights. Any use of the Proprietary Material other than as permitted in the Agreement is expressly prohibited.

The service marks, logos, and trademarks of HelperU (the “**Marks**”), including without limitation those for HelperU are owned by HelperU. The Marks are not available for use by Helpers. You may not copy or use the Marks without obtaining HelperU’s express prior written consent. Any other trademarks, service marks, logos, and/or trade names appearing on the Platform are the property of their respective owner and may not be used without the prior written consent of such owner.

You acknowledge and agree that you have no right to have access to all or any part of the Platform in source code form.

## **10. Links to Third-Party Websites.**

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The Platform may contain links (such as, without limitation, hyperlinks, external websites that are framed by the Platform, and advertisements displayed in connection therewith (including as may be featured in any banner or other advertising) to third-party websites), which are maintained by parties over which HelperU exercises no control.

Such links are provided for reference and convenience only; and do not constitute HelperU's endorsement, warranty or guarantee of, or association with, those websites, their content or their operators. It is your responsibility to evaluate the content and usefulness of the information obtained from other websites. 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 and use such third-party websites at your own risk and should apply a reasonable level of caution and discretion in do so.

HelperU has no obligation to monitor, review, limit or remove links to third-party websites, but reserves the right to do so, at its sole discretion. HelperU (a) expressly disclaims any responsibility or liability for any such third-party links or websites (including your access to or use thereof, and any products or services advertised or offered thereby, and any claims arising therefrom); and (b) is not and will not be a party to any transaction between you and any third-party providers of products or services.

You expressly agree that we shall have no liability arising from and relieve HelperU from any and all liability arising from any information, software, or materials found at any other website or internet sources and from your access to and/or use of any third-party websites.

## **11. Copyright Complaints and Copyright Agent.**

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HelperU respects the intellectual property rights of others. We, therefore, have a policy to address this matter. Please note that the procedure outlined below is exclusively for notifying HelperU and its Affiliates that your copyrighted material has been infringed. The following requirements are intended to comply with HelperU's rights and obligations under the Digital Millennium Copyright Act of 1998 (as it may be amended, "DMCA"), including 17 U.S.C. §512(c), but do not constitute legal advice. It may be advisable to contact an attorney regarding your rights and obligations under the DMCA and other applicable law.

If you believe, in good faith, that any materials provided on or in connection with the Platform infringe upon your copyright or other intellectual property right, please send the following information to HelperU's DMCA Agent identified here <https://www.helperu.com>:

- A description of the copyrighted work that you claim has been infringed, including the URL (Internet address) or other specific location on the Platform where the material you claim is infringed is visible. Include enough information to allow HelperU 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.

The above information must be submitted to HelperU's DMCA agent, using the following contact information:

Attn: DMCA Notice  
 Address: **741 Broadway Somerville, Massachusetts 02144 USA**  
 Tel.: **3052067966**  
 Email: **info@helperu.com**

Under United States federal law, if you knowingly misrepresent that online material is infringing, you may be subject to criminal prosecution for perjury and civil penalties, including monetary damages, court costs, and attorneys' fees.

In accordance with the DMCA and other applicable law, we have adopted a policy of terminating, in appropriate circumstances, Users who are deemed to be repeat infringers. We may also, at our sole discretion, limit access to the Platform and/or terminate the User accounts of any Users who infringe any intellectual property rights of others, whether or not there is any repeat infringement.

## **12. Disclaimer of Warranties.**

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### **Use Of The Platform Is Entirely At Your Own Risk**

THE PLATFORM AND THE TECHNOLOGY UNDERLYING IT ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT WARRANTIES OR CONDITIONS OF ANY KIND, EITHER EXPRESS OR IMPLIED, (INCLUDING, BUT NOT LIMITED TO, WARRANTIES OR CONDITIONS OF MERCHANTABILITY, QUALITY OR FITNESS FOR A PARTICULAR PURPOSE, GOOD AND WORKMANLIKE SERVICES, COMPLIANCE WITH ANY LAW, STATUTE, ORDINANCE, REGULATION, OR CODE, AND/OR NON-INFRINGEMENT), AND THE SAME ARE EXPRESSLY EXCLUDED.

WITHOUT LIMITING THE FOREGOING, HELPERU AND ITS PARENTS, AFFILIATES, LICENSORS, AND THEIR RESPECTIVE DIRECTORS, OFFICERS, SHAREHOLDERS, AGENTS, INVESTORS, SUBSIDIARIES, ATTORNEYS, REPRESENTATIVES, INSURERS,

EMPLOYEES, SUCCESSORS AND ASSIGNS (COLLECTIVELY, THE “**AFFILIATES**”, AND TOGETHER WITH HELPERU, THE “**HELPERU PARTIES**”):

1. MAKE NO, AND EXPRESSLY DISCLAIM (TO THE EXTENT PERMITTED BY LAW), ALL REPRESENTATIONS AND WARRANTIES AS TO, (I) THE TIMELINESS, SUITABILITY, ACCURACY, RELIABILITY, COMPLETENESS OR CONTENT OF THE PLATFORM, (II) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE PLATFORM OR ANY HELP OR SERVICE PROVIDED ON, THROUGH OR IN CONNECTION WITH THE USE OF THE PLATFORM, OR (III) THE HELP OR SERVICES PROVIDED BY, OR THE INTERACTIONS OR COMMUNICATIONS OF OR BETWEEN, USERS OF THE PLATFORM (WHETHER ON- OR OFF-LINE, OR OTHERWISE) (INCLUDING, BUT NOT LIMITED TO, AS TO ANY HELPER’S ABILITY, PROFESSIONAL ACCREDITATION, REGISTRATION OR LICENSURE);
2. DO NOT WARRANT THAT THE PLATFORM IS OR WILL BE (1) ERROR-FREE OR THAT ACCESS THERETO WILL BE UNINTERRUPTED; OR (2) FREE FROM COMPUTER VIRUSES, SYSTEM FAILURES, WORMS, TROJAN HORSES, MALWARE OR OTHER HARMFUL COMPONENTS OR MALFUNCTIONS, INCLUDING DURING HYPERLINK TO OR FROM THIRD-PARTY WEBSITES, AND HELPERU IS NOT RESPONSIBLE FOR ANY TRANSACTIONS BETWEEN YOU AND ANY THIRD-PARTY PROVIDERS OF THE FOREGOING; AND
3. DO NOT WARRANT, ENDORSE, GUARANTEE, RECOMMEND, OR ASSUME RESPONSIBILITY FOR ANY PRODUCT OR SERVICE ADVERTISED OR OFFERED BY ANY THIRD PARTY THROUGH THE SERVICE OR ANY HYPERLINKED WEBSITE OR SERVICE, INCLUDING BY ANY HELPER, AND HELPERU WILL NOT BE A PARTY TO, OR IN ANY WAY MONITOR, ANY TRANSACTION BETWEEN YOU AND THIRD-PARTY PROVIDERS OF PRODUCTS OR SERVICES.

United states federal law and some states, provinces, and other jurisdictions do not allow the exclusion of and/or limitations on certain implied warranties, so the above exclusions and/or limitations may not apply to you. These terms give you specific legal rights, and you may also have other rights, which vary from jurisdiction to jurisdiction. The disclaimers, exclusions, and limitations under these terms will not apply to the extent prohibited by applicable law.

### **13. Limitation of Liability.**

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You acknowledge and agree that HelperU is only willing to provide the Platform if you agree to certain limitations of our liability to you and third parties, as set out in this Section and elsewhere in the Agreement.

THEREFORE, YOU ACKNOWLEDGE AND AGREE THAT, TO THE EXTENT PERMITTED BY APPLICABLE LAW, UNDER NO CIRCUMSTANCES WILL THE HELPERU PARTIES OR THEIR CORPORATE PARTNERS BE RESPONSIBLE OR LIABLE (WHETHER IN CONTRACT, WARRANTY, TORT OR OTHERWISE) TO YOU FOR, AND SUCH PARTIES EXPRESSLY DISCLAIM, ANY AND ALL LIABILITY, CLAIMS, DEMANDS, DAMAGES (WHETHER DIRECT, INDIRECT, INCIDENTAL, ACTUAL, CONSEQUENTIAL, ECONOMIC, SPECIAL OR EXEMPLARY (INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, LOSS OF DATA OR GOODWILL, SERVICE INTERRUPTION, COMPUTER DAMAGE, SYSTEM FAILURE, FAILURE TO STORE ANY INFORMATION AND THE COST OF SUBSTITUTE PRODUCTS OR SERVICES), EXPENSES (INCLUDING ATTORNEYS' FEES AND COSTS), LOSSES, GOVERNMENTAL OBLIGATIONS, SUITS, AND/OR CONTROVERSIES OF EVERY KIND AND NATURE, KNOWN AND UNKNOWN, SUSPECTED AND UNSUSPECTED, DISCLOSED AND UNDISCLOSED (COLLECTIVELY, "**LIABILITIES**") ARISING OUT OF OR IN ANY WAY RELATED TO OR CONNECTED WITH THE PLATFORM OR YOUR OR ANY OTHER PARTY'S USE OF OR INABILITY TO USE THE PLATFORM, EVEN IF ADVISED OF THE POSSIBILITY OF THE SAME. TO THE EXTENT PERMITTED BY LAW, YOU HEREBY RELEASE THE HELPERU PARTIES AND THEIR CORPORATE PARTNERS FROM THE FOREGOING. THIS PROVISION APPLIES EVEN IF HELPERU HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LIABILITIES.

IF, NOTWITHSTANDING THE FOREGOING EXCLUSIONS, IT IS DETERMINED THAT THE HELPERU PARTIES OR THEIR CORPORATE PARTNERS ARE LIABLE FOR DAMAGES, TO THE EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL THE AGGREGATE LIABILITY, WHETHER ARISING IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, EXCEED THE GREATER OF: (1) (A) IF YOU ARE A CLIENT, THE TOTAL FEES PAID BY YOU TO HELPERU IN THE 6 MONTHS PRIOR TO THE TIME SUCH CLAIM **AROSE**; AND (B) IF YOU ARE A HELPER, THE TOTAL HELP PAYMENTS PAID TO YOU BY CLIENTS IN THE 6 MONTHS PRIOR TO THE TIME SUCH CLAIM AROSE;; OR (2) US\$100.00.

Nothing in the Agreement excludes or limits any liability or warranty that, by applicable law, may not be limited or excluded. Additionally, some jurisdictions do not allow the exclusion of certain warranties or limitation of incidental or consequential damages; in such cases the above limitations may not apply to you in their entirety.

## **14. Indemnification.**

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Users' indemnification obligations are set out below in this Section. HelperU 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 HelperU.



### **A. Client Indemnification.**

If you are a Client, you shall indemnify, defend, and hold harmless HelperU and Affiliates from and against any and all Liabilities arising out of, relating to, or incurred in connection with (i) your use of, inability to use, or participation on, the Platform; (ii) your breach or violation of the Agreement; (iii) your violation of any law, or the rights of any User or third party; (iv) your use of any third-party links or websites that appear on the Platform; (v) any User Generated Content and/or Feedback submitted by you or using your account to the 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 (vi) the acts or omissions of any Client Agents.

### **B. Helper Indemnification.**

If you are a Helper, you shall indemnify, defend, and hold harmless HelperU and Affiliates from and against any and all Liabilities arising out of, relating to, or incurred in connection with (i) your use of, inability to use, or participation on, the Platform; (ii) your participation in Help, or your ability or inability to perform Help or to receive payment therefor; (iii) your breach or violation of the Agreement; (iv) your violation of any law, or the rights of any User or third party; (v) any User Generated Content and/or Feedback submitted by or about you or using your account to the 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 (vi) the acts or omissions of any Helper Assistants.

## **15. Dispute Resolution.**

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To expedite resolution and reduce the cost of any dispute, controversy or claim related to, arising from or regarding your use of the Platform, your relationship with HelperU, Help, or the Agreement (including previous versions) (“**Dispute**”), you can try to find an amicable solution with HelperU before initiating any out of court settlement (such as mediation or arbitration) or court proceeding (except as may be set forth in Section 24). 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 HelperU. HelperU’s address for such notice is as set out **helperu.com**

## **16. App Store-Sourced Apps.**

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If you access or download any App from the Apple App Store, you agree to [Apple’s Licensed Application End User License Agreement](#) and will comply therewith in your access to and use of the App(s). If you access or download any App from the Google Play Store, you agree to [Google Play Terms of Service](#) and will comply therewith in your access to and use of the App(s).

## **17. Changes to the Agreement, the Platform and the App.**

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### **A. Changes to the Agreement.**

HelperU reserves the right, for justifiable and proportionate reasons, at any time, to review, change, modify, update, add to, supplement, suspend, discontinue, or delete any term(s) or provision(s) of the Agreement (including the Terms of Use, Privacy Policy, and/or Acceptable Use Policy).

Notice of such amendments may be given by posting such updates or modifications (or notice thereof) on the Platform, on the online location of the relevant terms, policies or supplemental terms, by e-mail or in any other reasonable manner; and the amendments will be effective upon such posting. Your continued use of the Platform after such posting constitutes your consent to be bound by the Agreement, as amended.

Notwithstanding the foregoing, if such modifications and/or updates are material, you will be informed in advance (in the manner set out in this Section) for your acceptance or rejection. If any changes to the Agreement are unacceptable to you or cause you to no longer be in compliance with the Agreement, the previous Terms will apply to your current Help, but you will not be able to use the Platform or contract to provide new Help and you must deactivate your account and immediately stop using the Platform. After notifying you of any material changes, your continued use of the Platform following any revision to the Agreement constitutes your complete and irrevocable acceptance of any and all such changes, except where prohibited by any laws or regulations in your jurisdiction.

To the extent permitted by law, HelperU shall not be liable to you for any modification to all or any portion of the Agreement.

## **B. Changes to the Platform.**

HelperU reserves the right to, at any time, review, improve, modify, update, upgrade, discontinue, impose limits, or restrict access to, whether temporarily or permanently, all or any portion of the Platform (including any content or information available on or through the Platform), effective with prior notice (where possible) and without any liability to HelperU. To the extent permitted by law, HelperU shall not be liable to you for any updates, upgrades, modifications to or discontinuance of all or any portion of the Platform.

## **C. Mobile App Updates and Upgrades.**

By installing the App(s), you consent to the installation of the App(s) and any updates or upgrades that are released through the Platform. The App (including any updates or upgrades) may (i) cause your device to automatically communicate with HelperU's servers to deliver the App functionality and to record usage metrics, (ii) affect App-related preferences or data stored on your device, and/or (iii) collect personal information as set out in our Privacy Policy. You can uninstall the App(s) at any time.

## **18. No Rights of Third Parties.**

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Except as expressly set out herein and/or is otherwise required by applicable laws, the Agreement is for the sole benefit of HelperU and the User, and their permitted successors and

assigns, and there are no other third-party beneficiaries under the Agreement. These Terms are for your sole benefit and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of these Terms. None of the terms of the Agreement are enforceable by any persons who are not a party to the Agreement; provided, however, that HelperU may enforce any such provisions on behalf of its **Affiliates**.

## **19. Notices and Consent to Receive Notices Electronically.**

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Unless otherwise specified in the Agreement, all agreements, notices, disclosures and other communications (collectively, “**Notices**”) under the 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. Notwithstanding the foregoing, any Notices to which the Agreement refers will be sent to you electronically (including, without limitation, by email or by posting Notices on the Sites), and you consent to receive Notices in this manner. All notices that we provide to you electronically satisfy any legal requirement that such communications be in writing.

If you have any questions about these Terms of Use or about the Platform, please contact us **info@helperu.com**

## **20. Consent to Electronic Signatures.**

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By using the Platform, you agree (a) to transact electronically through the Platform; (b) your electronic signature is the legal equivalent of your manual signature and has the same legal effect, validity and enforceability as a wet-ink, paper-based signature; (c) your use of a keypad, mouse, one of your fingers, or other device to select an item, button, icon, initial, or sign, or similar act/action, constitutes your signature as if actually signed by you in writing; and (d) 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.

## **21. Governing Law.**

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Except for **Sections 15 (Dispute Resolution) and/or 24 (Jurisdiction-specific Provisions)** hereof, the Agreement and your use of the Platform will be governed by, and will be construed under, the laws as set out in this Section (without regard to choice of law principles):

- **For Users within the United States:** The laws of the **Massachusetts** .

The choices of law set out in this Section shall apply unless and to the extent federal, state, provincial, local and international laws, rules, regulations, directives, judgments and/or orders binding on or applicable to you or your performance hereunder, require that the Agreement or your use of the Platform be governed by the laws of the country in which the Help is provided. This provision is intended only to designate the governing laws to interpret the Agreement and is not intended to create any substantive right to non-residents of the designated country/province/state to assert claims under such law whether by statute, common law, or otherwise. Nothing shall prevent HelperU from bringing proceedings to protect our intellectual property rights before any competent court.

## **22. Notices.**

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The HelperU Platform, websites and apps are owned and operated by HelperU, a **LLC, LLC** registered in **Massachusetts** (United States). If you have any questions about the Agreement or the Platform, please contact us by using the means listed: [info@helperu.com](mailto:info@helperu.com).

We may provide notices to you by: (i) email; (ii) regular mail; or (iii) posting them on the Site. You shall be responsible for ensuring that you have provided us with your current email and mailing addresses.

## **23. General Provisions.**

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### **a. Relationship of the Parties.**

No agency, partnership, joint venture, employer-employee or franchiser-franchisee relationship exists, is intended or created between you and HelperU by the Agreement or your use of the Platform. Users do not have authority to act as agent for, nor to bind or make any representations on behalf of, HelperU. Users shall not act in any way to convey to anyone that they are authorized to act on behalf of HelperU.

### **b. Entire Agreement; No Amendments.**

The Agreement, as amended from time to time, (including any terms linked to in, and incorporated by reference into, these Terms) constitutes the complete and exclusive agreement between you and HelperU with respect to your use of the Platform, and supersedes any and all prior or contemporaneous agreements, proposals or communications, except as otherwise specified in the **Arbitration Agreement in Section 24(A)**. However, the Agreement does not supersede other agreements about other subject matter that you may have with HelperU. The provisions of the Agreement are intended to be interpreted in a manner which makes them valid, legal, and enforceable. Users may not unilaterally or orally amend, modify, alter, settle, novate, or supersede this Agreement. Any amendments require HelperU's prior written approval if not made by HelperU.

### **c. Severability; Waiver.**

Except for the “Agreement Prohibiting Class Actions and Non-Individualized Relief” provision in **Section 24(A) below**, in the event any provision is found to be partially or wholly invalid, illegal or unenforceable, (1) such provision shall be modified or restructured to the extent and in the manner necessary to render it valid, legal, and enforceable, or (2) if such provision cannot be so modified or restructured, it shall be excised from the Agreement without affecting the validity, legality or enforceability of any of the remaining provisions. Failure by HelperU to enforce any provision(s) of the Agreement will not be construed as a waiver of any provision or right to enforce a provision in the future, subject to applicable law.

You hereby acknowledge and agree that we may assign or transfer the Agreement without your consent. In any case, this assignment will be notified to the User who, in the event legally foreseen, may terminate the Agreement and cease use of the Platform. Upon the effective date of the assignment of the Agreement (a) HelperU shall be relieved of all rights, obligations and/or liabilities to you arising in respect of events postdating the effective date of the assignment, and (b) the assignee entity shall replace HelperU for the performance of the Agreement. You may not assign or transfer the Agreement without our prior written approval. Any assignment in violation of this **Section 23** shall be null and void. The Agreement will inure to the benefit of HelperU, its successors and assigns. All parts of the Agreement which, by their nature, should survive the expiration or termination of the Agreement shall continue in full force and effect subsequent to, and notwithstanding, the expiration or termination of the Agreement or your use of the Platform.

The Agreement, in whole and in part, is drawn up in English. In case of discrepancies between the English text version of the Agreement (in whole or in part) and any translation of the Agreement, the English version shall prevail.

### **d. Force Majeure.**

HelperU shall not be held responsible for delays or non-performance caused by activities or factors beyond its reasonable control, including without limitation, war, weather, strikes, floods, lockouts, fires, acts of God, terrorism, and/or delivery, vendor, supplier, or other third-party delays, non-performance, or failures of any kind.

### **e. Corrections.**

There may be information in these Terms or on the Platform that contain typographical errors, inaccuracies, or omissions, including descriptions, pricing, availability, and various other information. We reserve the right to correct any errors, inaccuracies, or omissions and to change or update the information in these Terms or on the Platform at any time, without prior notice.

### **g. Modifications and Interruptions.**

We reserve the right to change, modify, or remove the content on or services provided by the Platform from time to time to comply with new laws or regulations or to update our the

functionality of the Platform. We also reserve the right to modify or discontinue all or part of the content on or services provided through the Platform if HelperU were to close down or if we decide to change HelperU's business offering. We will not be liable to you or any third party for any modification, price change, suspension, removal, or discontinuance of the content on or services provided by the Platform.

We cannot guarantee the content on or services provided by the Platform will be available at all times. We may experience hardware, software, or other problems or need to perform maintenance related to the Platform, resulting in interruptions, delays, or errors. We reserve the right to change, revise, update, suspend, discontinue, or otherwise modify the Platform from time to time and will endeavor to give you notice of such changes. You agreed that we have not liability whatsoever for any loss, damage, or inconvenience caused by your inability to access or use the Platform during any downtime or discontinuance of the Platform.

Nothing in these Terms will be construed to obligate us to maintain and support the Platform or to supply any corrections, updates, or releases to the Platform.

## **24. Jurisdiction-Specific Provisions, including Dispute Resolution.**

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The terms in this Section apply to Users in the noted jurisdictions. To the extent that there are any discrepancies or inconsistencies between these Terms of Use and the following jurisdiction-specific provisions, the jurisdiction-specific provisions shall prevail, govern, and control with respect to Users in those jurisdictions.

### **A. Residents of the United States of America.**

#### **I. Dispute Resolution - Arbitration Agreement.**

PLEASE READ THIS SECTION CAREFULLY — IT AFFECTS YOUR LEGAL RIGHTS AND GOVERNS HOW YOU AND HELPERU CAN BRING CLAIMS COVERED BY THIS ARBITRATION AGREEMENT. THIS SECTION WILL, WITH LIMITED EXCEPTION, REQUIRE YOU AND HELPERU TO SUBMIT CLAIMS TO BINDING AND FINAL ARBITRATION ON AN INDIVIDUAL BASIS.

BY ENTERING INTO THIS AGREEMENT, YOU EXPRESSLY ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTAND AND AGREE, WITHOUT LIMITATION OR QUALIFICATION, TO BE BOUND BY THIS AGREEMENT AND YOU ACCEPT ALL OF ITS TERMS.

##### **(a) Agreement to Binding Arbitration**

IN EXCHANGE FOR THE BENEFITS OF THE SPEEDY, ECONOMICAL, AND IMPARTIAL DISPUTE RESOLUTION PROCEDURE OF ARBITRATION, YOU AND HELPERU MUTUALLY AGREE TO WAIVE YOUR RESPECTIVE RIGHTS TO RESOLUTION OF ALL DISPUTES OR CLAIMS COVERED BY THIS ARBITRATION



AGREEMENT IN A COURT OF LAW BY A JUDGE OR JURY AND AGREE TO RESOLVE ANY DISPUTES BY BINDING ARBITRATION ON AN INDIVIDUAL BASIS AS SET FORTH HEREIN. THERE IS NO JUDGE OR JURY IN ARBITRATION, AND COURT REVIEW OF AN ARBITRATION AWARD IS LIMITED.

This agreement to arbitrate (“**Arbitration Agreement**”) is governed by the Federal Arbitration Act (“**FAA**”) and survives the termination of the Agreement and your relationship with HelperU.

To the fullest extent permitted by applicable law, you and HelperU agree to arbitrate any and all disputes and claims (the “**Claim(s)**”) relating to, arising from or regarding your use of the Platform, your relationship with HelperU, Help, or the Agreement (including previous versions), including Claims by HelperU, Claims against HelperU and Claims against HelperU’s Affiliates (**TouredIt LLC**).

To the fullest extent permitted by applicable law, this includes, but is not limited to, claims related to payments, any city, county, state or federal wage and hour law, compensation, meal or rest breaks, expense reimbursement, wrongful termination, discrimination, harassment, retaliation, fraud, defamation, trade secrets, unfair competition, personal injury, property damage or loss, emotional distress, any promotions or offers made by HelperU, or the threatened or actual suspension or deactivation of your account; breach of any express or implied contract or breach of any express or implied covenant; claims arising under federal or state consumer protection laws; claims arising under antitrust laws; claims arising under the Telephone Consumer Protection Act and Fair Credit Reporting Act; claims arising under the Fair Labor Standards Act, Civil Rights Act, Uniform Trade Secrets Act, Americans With Disabilities Act, Age Discrimination in Employment Act, Older Workers Benefit Protection Act, Family Medical Leave Act, Employee Retirement Income Security Act (except for individual claims for employee benefits under any benefit plan sponsored by HelperU and covered by the Employee Retirement Income Security Act or funded by insurance), and state or local statutes, if any, addressing the same or similar subject matters; and all other federal, state or local statutory and common law claims.

If there is a dispute about the arbitrability of any claim (including about the formation, scope, applicability, interpretation, validity, and enforceability of this Arbitration Agreement), you and HelperU agree that this threshold dispute shall be resolved by the arbitrator, except as expressly provided below. To the extent that any third-party beneficiary to this Agreement brings claims against a party, those claims shall also be subject to this Arbitration Agreement. If either party brings both arbitrable and non-arbitrable claims in the same action or related actions, both agree that the non-arbitrable claims shall be stayed until the conclusion of the arbitration, to the fullest extent permitted by law.

YOU ACKNOWLEDGE AND UNDERSTAND THAT YOU AND HELPERU ARE WAIVING THE RIGHT TO SUE IN COURT OR HAVE A JURY TRIAL FOR ALL DISPUTES AND CLAIMS, UNLESS EXPRESSLY EXCLUDED IN THIS ARBITRATION AGREEMENT. THIS ARBITRATION AGREEMENT IS INTENDED TO REQUIRE ARBITRATION OF EVERY CLAIM OR DISPUTE THAT CAN LAWFULLY BE ARBITRATED, EXCEPT THOSE CLAIMS AND DISPUTES THAT, BY THE TERMS OF THIS ARBITRATION

AGREEMENT, ARE EXPRESSLY EXCLUDED FROM THE REQUIREMENT TO ARBITRATE.

**(b) Prohibition of Class Actions and Non-Individualized Relief**

Except as otherwise required under applicable law, you and HelperU agree that any arbitration will be limited to the Claim between HelperU (and/or, if applicable, its Affiliates) and you individually. YOU ACKNOWLEDGE AND AGREE THAT YOU AND HELPERU ARE EACH WAIVING THE RIGHT TO PARTICIPATE AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS ACTION LAWSUIT, CLASS-WIDE ARBITRATION, OR ANY OTHER REPRESENTATIVE PROCEEDING (“**Class Action Waiver**”). Further, unless both you and HelperU otherwise agree in writing, the arbitrator may not consolidate more than one person’s claims and may not otherwise preside over any form of any class or representative proceeding. The arbitrator shall have no authority to consider or resolve any Claim or issue any relief on any basis other than an individual basis. Notwithstanding the foregoing, this Class Action Waiver shall not apply to California Private Attorney General Act Claims, which are addressed separately below.

Notwithstanding any other provision of the Agreement, the Arbitration Agreement or the AAA Rules, disputes regarding the scope, applicability, enforceability, revocability, or validity of the Class Action Waiver may be resolved only by a civil court of competent jurisdiction solely and exclusively in the federal or state courts located in **Massachusetts** and not by an arbitrator. In any case in which: (i) the Claim is filed as a class, collective, or representative action and (ii) there is a final judicial determination that the Class Action Waiver is unenforceable as to any Claims, then those Claims shall be severed from any remaining Claims and may remain in a civil court of competent jurisdiction solely and exclusively in the federal or state courts located in **Massachusetts**, but the Class Action Waiver shall be enforced in arbitration on an individual basis as to all other Claims to the fullest extent possible.

**(c) Representative PAGA Waiver**

Notwithstanding any other provision of the Agreement, the Arbitration Agreement or the AAA Rules, to the fullest extent allowed by law: (1) you and HelperU agree not to bring a representative action on behalf of others under the California Private Attorneys General Act (“**PAGA**”), California Labor Code § 2698 et seq., in any court or in arbitration, and (2) for any claim brought on a private attorney general basis, including under PAGA, both you and HelperU agree that any such Claim shall be resolved in arbitration on an individual basis only (i.e., to resolve whether you have personally been aggrieved or subject to any violations of law), and that such an action may not be used to resolve the claims or rights of other individuals in a single or collective proceeding (i.e., to resolve whether other individuals have been aggrieved or subject to any violations of law) (collectively, “**Representative PAGA Waiver**”).

Notwithstanding any other provision of the Agreement, the Arbitration Agreement or the AAA Rules, disputes regarding the scope, applicability, enforceability, revocability, or validity of this representative PAGA Waiver may be resolved only by a civil court of competent jurisdiction solely and exclusively in the federal or state courts located in **Massachusetts** and not by an

arbitrator. If any provision of this representative PAGA Waiver is found to be unenforceable or unlawful for any reason: (i) the unenforceable provision shall be severed from the Agreement; (ii) severance of the unenforceable provision shall have no impact whatsoever on the Arbitration Agreement or the requirement that any remaining Claims be arbitrated on an individual basis pursuant to the Arbitration Agreement; and (iii) any such representative PAGA or other representative private attorneys general act Claims must be litigated in a civil court of competent jurisdiction solely and exclusively in the federal or state courts located in **Massachusetts** and not in arbitration. To the extent that there are any Claims to be litigated in a civil court of competent jurisdiction solely and exclusively in the federal or state courts located in **Massachusetts** because a civil court of competent jurisdiction solely and exclusively in the federal or state courts located in **Massachusetts** determines that the representative PAGA Waiver is unenforceable with respect to those Claims, the parties agree that court litigation of those Claims shall be stayed pending the outcome of any individual Claims in arbitration.

#### **(d) Rules and Logistics Governing Arbitration**

In order to initiate arbitration, a claim must be filed with the American Arbitration Association (“AAA”) and the written Demand for Arbitration (available at [www.adr.org](http://www.adr.org)) must be provided to the other party. The arbitration will be commenced and conducted under the AAA Rules in effect at the time the arbitration is initiated and modified by the terms set forth in the Agreement, and, where appropriate, the AAA’s Supplementary Procedures for Consumer Related Disputes (“AAA Consumer Rules”), both of which are available at the AAA website [www.adr.org](http://www.adr.org) or by calling the AAA at 1-800-778-7879. Notwithstanding the foregoing, if requested by you and if proper based on the facts and circumstances of the Claims presented, the arbitrator shall have the discretion to select a different set of AAA Rules. **You and HelperU agree that the arbitration shall be administered before a single arbitrator mutually agreed upon by the parties, and if the parties cannot agree within 30 days after names of potential arbitrators have been proposed, then by a single arbitrator who is chosen by the AAA.**

As part of the arbitration, the parties will have the opportunity for reasonable discovery of non-privileged information that is relevant to the Claim(s). The arbitrator may award any individualized remedies that would be available in court. The arbitrator may award declaratory or injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party’s individual Claims. The arbitrator will provide a reasoned written statement of the arbitrator’s decision, which shall explain the award given and the findings and conclusions on which the decision is based.

The arbitrator will decide the substance of all Claims in accordance with applicable law and will honor all claims of privilege recognized by law. Claims will be governed by their applicable statute of limitations and failure to demand arbitration within the prescribed time period shall bar the Claims as provided by law. The arbitrator’s award shall be final and binding and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

Your arbitration fees and your share of arbitrator compensation will be governed by the AAA Rules (and, where appropriate, limited by the AAA Consumer Rules) subject to the following modifications:

(i) If HelperU initiates arbitration under this Arbitration Agreement, HelperU will pay all AAA filing and arbitration fees.

(ii) If a Client or Helper files a Claim in accordance with this Arbitration Agreement and the associated claim for damages does not exceed USD \$10,000, HelperU will pay all AAA filing and arbitration fees unless the arbitrator finds that either the substance of your claim or the relief sought in your Demand for Arbitration was frivolous or was brought for an improper purpose (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)).

(iii) If a Client or Helper files a Claim in accordance with this Arbitration Agreement and the associated claim for damages exceeds USD \$10,000, HelperU shall pay all costs unique to arbitration (as compared to the costs of adjudicating the same claims before a court), including the regular and customary arbitration fees and expenses, and the Client or Helper shall be responsible for contributing up to an amount equal to the filing fee that would be paid to initiate the claim in the court of general jurisdiction in the state in which the Help was performed, unless a lower fee amount would be owed by you as required by law or the applicable AAA Rules. Any dispute as to whether a cost is unique to arbitration shall be resolved by the arbitrator. If the arbitrator finds that the substance of your claim or the relief sought is frivolous or brought for an improper purpose (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)), however, then the allocation of fees will be governed by the applicable AAA Rules.

(iv) Except as required by law or the applicable AAA Rules, each party shall pay its own attorneys' fees and pay any costs that are not unique to the arbitration (i.e., costs that each party would incur if the Claim(s) were litigated in a court, such as costs to subpoena witnesses and/or documents, take depositions and purchase deposition transcripts, copy documents, etc.).

(v) At the conclusion of any arbitration, the arbitrator may award reasonable fees and costs or any portion thereof to the prevailing party, to the extent authorized by applicable law or the applicable AAA Rules.

Unless you and HelperU agree otherwise, any arbitration hearings with a Helper will take place remotely or in the county of the Helper's billing address, and any arbitration hearings with a Client will take place remotely or in the county in which the Client received Help services. If AAA arbitration is unavailable in your county and the parties wish to proceed with an in-person hearing, the arbitration hearings will take place in the nearest available location for a AAA arbitration.

#### **(e) Exceptions to Arbitration**

The Arbitration Agreement shall not require arbitration of the following types of claims:

- Claims for workers' compensation, disability insurance and unemployment insurance benefits;
- Small claims actions that are within the scope of small claims court jurisdiction and brought on an individual basis;

- Applications for provisional remedies, preliminary injunctions, and temporary restraining orders relating to actual or threatened infringement, misappropriation, or violation of a party's copyrights, trademarks, trade secrets, patents, or other intellectual property rights;
- Representative action brought on behalf of others under PAGA or other private attorney general acts, to the extent the representative PAGA Waiver in Section 24(A)(I)(c) is deemed unenforceable by a court of competent jurisdiction under applicable law not preempted by the FAA; and
- Claims that have been expressly excluded from mandatory arbitration by the Federal Arbitration Act or a governing law not preempted by the FAA.

Nothing in this Arbitration Agreement prevents you from making a report to or filing a claim or charge with the Equal Employment Opportunity Commission, U.S. Department of Labor, Securities Exchange Commission, National Labor Relations Board, or Office of Federal Contract Compliance Programs, or a similar local, state or federal agency, and nothing in this Arbitration Agreement shall be deemed to preclude or excuse a party from bringing an administrative claim before any agency in order to fulfill the party's obligation to exhaust administrative remedies before making a claim in arbitration. The Agreement and Arbitration Agreement do not prevent you from participating in an investigation by a government agency of any report, claim or charge otherwise covered by this Arbitration Agreement and do not prevent you from receiving an award for information provided to any government agencies.

#### **(f) Severability**

In addition to the severability provisions in subsections (b) and (c), in the event that any portion of this Arbitration Agreement is deemed illegal or unenforceable under applicable law not preempted by the FAA, such provision shall be severed and the remainder of the Arbitration Agreement shall be given full force and effect.

#### **(g) Opt Out of Arbitration Agreement**

Except as specified in this arbitration agreement, if you are a Helper, you may opt out of the Arbitration Agreement by notifying HelperU in writing within 30 days of your agreement to these Terms of Use. To opt out, you must send a signed written notification to HelperU, Inc., at its United States mailing address listed on its Contact Details page, available at <https://www.helperu.com>. The notification must include: (i) your account username, (ii) your name, (iii) your address, (iv) your telephone number, (v) your email address, and (vi) a clear statement indicating that you wish to opt out of the Arbitration Agreement.

## **II. Telephone Communications and Agreement to be Contacted.**

You acknowledge that by providing your telephone number, you expressly consent and agree to receive calls or text messages, including by manual dialing and/or using an automated telephone dialing system, from HelperU and Affiliates, or from independent contractors (including Helpers) related to your account, registration, onboarding, upcoming or scheduled Help, changes and updates, service outages, follow ups to any push notifications delivered through our mobile application, any transaction with HelperU, and/or your relationship with HelperU, even if your



telephone number is registered on any state or federal Do Not Call list. You acknowledge and agree to receive automated calls and text messages from HelperU and Affiliates, or from independent contractors (including Helpers) even if you close your account or terminate your relationship with HelperU, unless you opt-out.

We may offer you the chance to enroll to receive recurring text messages from us about service-related news alerts and marketing or promotional offers (“promotional texts”). By enrolling in a promotional text message program, you agree to receive text messages, including from an automated telephone dialing system, to your mobile phone number provided, and you certify that your mobile number provided is true and accurate and that you are authorized to enroll the designated mobile number to receive such texts. Message frequency varies and standard message and data rates apply. You understand that you do not have to agree to receive automated promotional calls/texts as a condition of purchasing any goods or services. To opt-out, please see the Opt-Out Instructions below.

You may opt-out from receiving text messages at any time. **To opt-out of text messages**, reply STOP, QUIT, END, CANCEL or UNSUBSCRIBE to any text message you receive. You acknowledge and agree that you may receive one final text message confirming your opt-out. It is your sole responsibility to notify HelperU if you no longer want to receive automated calls or text messages. Please note that if you opt out of automated calls or text messages, we reserve the right to make non-automated calls to you.

### **III. Release.**

TO THE EXTENT APPLICABLE, YOU HEREBY WAIVE THE PROTECTIONS OF CALIFORNIA CIVIL CODE § 1542, WHICH READS AS FOLLOWS:

“A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.”

If you are not a California resident, you waive your rights under any statute, regulation, or common law principle similar to Section 1542 that governs your rights in the jurisdiction of your residence.

Further, in consideration of the services provided by HelperU, including your use of the Platform, you hereby release HelperU from any and all claims, causes of action, lawsuits, injuries, damages, losses, liabilities or other harms resulting from or relating to telephone calls or text messages, including without limitation any claims, causes of action, or lawsuits based on any alleged violations of the law (including, without limitation, the Telephone Consumer Protection Act, Truth in Caller ID Act, Telemarketing Sales Rule, Fair Debt Collection Practices Act, or any similar state and local acts or statutes, and any federal or state tort or consumer protection laws).



HelperU and Affiliates cannot and do not guarantee that any personal information supplied by you will not be misappropriated, intercepted, deleted, destroyed or used by others.

## **25. Acknowledgement and Consent.**

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I HEREBY ACKNOWLEDGE THAT I HAVE READ AND UNDERSTAND THE FOREGOING TERMS OF SERVICE, AS WELL AS THE PRIVACY POLICY, AND THE ACCEPTABLE USE POLICY, ALL OTHER TERMS INCORPORATED HEREIN AND THEREIN BY REFERENCE, AND AGREE THAT MY USE OF THE PLATFORM IS AN ACKNOWLEDGMENT OF MY AGREEMENT TO BE BOUND BY THE TERMS AND CONDITIONS OF THE AGREEMENT.