

JobsToWin.com
TERMS OF USE

Last Modified: [06.30.2016]

Welcome to JobsToWin.com (or the “Company,” “our,” “we” or “us”(or the “Company”). The following Terms of Use (“Terms,” “Terms of Use” or “Agreement”) apply when you view or use JobsToWin.com via our website located at <https://www.jobstowin.com/> (the “Site”) or by accessing JobsToWin.com through our mobile application (the “App”) (the Site and the App are herein referred to collectively as the “Platform”). Please review the following terms carefully prior to accessing the Platform. **BY ACCESSING OR USING THE PLATFORM, YOU SIGNIFY YOUR AGREEMENT TO THESE TERMS OF USE. IF YOU DO NOT AGREE TO THESE TERMS OF USE, YOU SHALL NOT ACCESS OR USE THE PLATFORM.**

PRIVACY POLICY.

JobsToWin.com respects the privacy of its Platform users. Please refer to the Company’s Privacy Policy (found here:

https://www.jobstowin.com/static/temp/ONLINE_PRIVACY_POLICY_AGREEMENT.pdf)

which explains how we collect, use, and disclose information that pertains to your privacy. **BY ACCESSING OR USING THE PLATFORM, YOU SIGNIFY YOUR AGREEMENT TO THIS TERMS OF USE. IF YOU DO NOT AGREE TO THE TERMS OF USE, YOU MAY NOT USE THE PLATFORM.**

ABOUT THE PLATFORM.

JobsToWin.com provides a service through the Platform that connects property owners with highly qualified professionals (we call them “Pros”) who can help the property owners complete projects on their property. Through our Platform, property owners are able to provide descriptions of what they need help with, when they need it done, and even upload photos to show what the project entails. Once posted, Pros will begin bidding on the property owner’s job, and providing the property owner with descriptions of the Pros’ qualifications. To ensure that the property owner is getting the best Pro for their specific job, property owners have access to

ratings, past jobs the Pro has completed, and even metrics on reliability, pace, quality, and price. Once the property owner has found the perfect Pro, we provide an easy mechanism to award the bid and get the job started. Although the Platform functions similarly to an auction, the property owner is not required to choose the lowest bidding Pro. The property owner can choose whichever Pro they feel will best serve them and their project.

JOBSTOWIN.COM FEES AND TAXES.

Promoted auctions – 2/\$20 or 4/\$36 or 8/\$56

Long Auctions – 30 days / \$ 10

Place an offer – 3/\$15 or 6/\$28 or 9/\$38

ELIGIBILITY TO ACCEPT TERMS OF USE.

You must be at least 18 years old and a resident of the United States to register for and use the Platform. By using this Platform, you represent and warrant that you are of legal age to form a binding contract with the Company and meet all of the eligibility requirements herein. **IF YOU DO NOT MEET ALL OF THE ELIGIBILITY REQUIREMENTS HEREIN, YOU SHALL NOT ACCESS OR USE THE PLATFORM.**

DISPUTES BETWEEN USERS.

We understand that on occasion there will be a dispute between property owners and Pros. We are confident that parties can resolve such disputes amongst themselves in a neutral manner, or if need be, by accessing available legal remedies. As such, JobsToWin.com is under no obligation to become involved in, or impose resolution in, any dispute between or among users or any third party. JobsToWin.com is neither a guarantor, nor an insurer for the quality or safety of work performed by Pros or the payment by property owners, nor does JobsToWin.com make any guarantees or assurances about the interaction between users, including, but not limited to, the quality or safety of such interactions.

USE OF THE PLATFORM.

If you are a user who signs up for the Platform, you will create a personalized account, which includes a unique username and a password to access the Platform and to receive messages from

the Company. You agree to notify us immediately of any unauthorized use of your password and/or account. The Company will not be responsible for any liabilities, losses, or damages arising out of the unauthorized use of your member name, password and/or account.

PROHIBITED USES.

Your use of this Platform is conditioned on the following use and conduct restrictions, and you agree that you will not under any circumstances:

- post any information that is abusive, threatening, obscene, defamatory, libelous, or racially, sexually, religiously, or otherwise objectionable and offensive;
- in any way violate any applicable federal, state, local, or international law or regulation;
- attempt to, or harass, abuse, or harm another person or group;
- use another user's account without permission;
- provide false or inaccurate information when registering an account;
- interfere or attempt to interfere with the proper functioning of the Platform;
- make any automated use of the system, or take any action that we deem to impose or to potentially impose an unreasonable or disproportionately large load on our servers or network infrastructure;
- bypass any robot exclusion headers or other measures we take to restrict access to the Platform or use any software, technology, or device to scrape, spider, or crawl the Platform or harvest or manipulate data; or
- publish or link to malicious content intended to damage or disrupt another user's browser or computer.

POSTING AND CONDUCT RESTRICTIONS.

When you create a JobsToWin.com account, you may be able to provide your own content

(“User Content”). You are solely responsible for the User Content that you post, upload, link to, or otherwise make available via the Platform. You agree that we are only acting as a passive conduit for your online distribution and publication of your User Content. We do, however, reserve the right to remove any User Content from the Platform at our sole discretion.

The following rules pertain to User Content. By transmitting and submitting any User Content while using the Platform, you agree to the following:

- You are solely responsible for your account and the activity that occurs while signed in to or while using your account;
- You will not post information that is malicious, false, or inaccurate;
- You will not submit content that is copyrighted or subject to third party proprietary rights, including privacy, publicity, trade secret, etc., unless you are the owner of such rights or have the appropriate permission from their rightful owner to specifically submit such content; and
- You hereby affirm we have the right to determine whether any of your User Content submissions are appropriate and comply with these Terms of Service, remove any and/or all of your submissions, and terminate your account with or without prior notice.

You understand and agree that any liability, loss, or damage that occurs as a result of the use of any User Content that you make available or access through your use of the Platform is solely your responsibility. The Company is not responsible for any public display or misuse of your User Content. The Company does not, and cannot, pre-screen or monitor all User Content. However, at our discretion, we, or technology we employ, may monitor and/or record your interactions with the Platform.

PLATFORM CONTENT DISCLAIMER.

Opinions, advice, statements, offers, and all other information or content made available through the Platform, but not directly by the Company, are those of their respective authors, and should not necessarily be relied upon. Such authors are solely responsible for such content. The Company does not guarantee the accuracy, completeness, or usefulness of any information or

listing on the Platform and the Company neither adopts nor endorses, nor is the Company responsible for, the accuracy or reliability of any opinion, advice, or statement made by parties other than the Company. The Company takes no responsibility and assumes no liability for any User Content that you or any other user or third party posts or sends over the Platform. Under no circumstances will the Company be responsible for any loss or damage resulting from anyone's reliance on information or other content posted on the Platform, or transmitted to users.

Though the Company strives to enforce these Terms of Use, you may be exposed to User Content that is inaccurate or objectionable. The Company reserves the right, but has no obligation, to monitor the materials posted in the public areas of the Platform, to limit or deny a user's access to the Platform, or to take other appropriate action if a user violates these Terms of Use or engages in any activity that violates the rights of any person or entity or which we deem unlawful, offensive, abusive, harmful, or malicious. E-mails sent between you and other participants that are not readily accessible to the general public will be treated by us as private to the extent required by applicable law. The Company shall have the right to remove any such material that in its sole opinion violates, or is alleged to violate, the law or this Agreement, or which might be offensive, or that might violate the rights, harm, or threaten the safety of users or others. Unauthorized use may result in criminal and/or civil prosecution under federal, state, and local law. If you become aware of misuse of our Platform, please contact us at support@jobstowin.com.

LINKS TO OTHER SITES AND OUTSIDE MATERIALS.

As part of the Platform, the Company may provide you with convenient links to third party website(s) ("Third Party Sites") as well as content or items belonging to or originating from third parties (the "Third Party Applications, Software, or Content"). These links are provided as a courtesy to Platform subscribers. The Company has no control over Third Party Sites and Third Party Applications, Software, or Content or the promotions, materials, information, goods, or services available on these Third Party Sites or Third Party Applications, Software, or Content. Such Third Party Sites and Third Party Applications, Software, or Content are not investigated, monitored or checked for accuracy, appropriateness, or completeness by the Company, and the Company is not responsible for any Third Party Sites accessed through the Platform or any Third Party Applications, Software, or Content posted on, available through or installed from the Platform, including the content, accuracy, offensiveness, opinions, reliability, privacy practices,

or other policies of or contained in the Third Party Sites or the Third Party Applications, Software, or Content. Inclusion of, linking to, or permitting the use or installation of any Third Party Site or any Third Party Applications, Software, or Content does not imply approval or endorsement thereof by the Company. If you decide to leave the Platform and access the Third Party Sites or to use or install any Third Party Applications, Software, or Content, you do so at your own risk and you should be aware that our terms and policies no longer govern. You should review the applicable terms and policies, including, but not limited to, privacy and data gathering practices, of any site to which you navigate from the Platform or relating to any applications you use or install from the Platform.

LINKING TO JOBSTOWIN.COM.

Users may post links in other internet venues (subject to the rules and terms of use of those other venues) to JobsToWin.com so long as such links are provided by the User in a way that does not damage the Company's reputation. Users may not link to the Platform in a way that suggests any form of association, approval, or endorsement on the part of JobsToWin.com without our express written consent.

COPYRIGHT COMPLAINTS AND COPYRIGHT AGENT.

- A. Termination of Repeat Infringer Accounts.** The Company respects the intellectual property rights of others and requests that the users do the same. Pursuant to 17 U.S.C. 512(i) of the United States Copyright Act, the Company has adopted and implemented a policy that provides for the termination in appropriate circumstances of users of the Platform who are repeat infringers. The Company may terminate access for participants or users who are found repeatedly to provide or post protected third party content without necessary rights and permissions.

- B. DMCA Take-Down Notices.** If you are a copyright owner or an agent thereof and believe, in good faith, that any materials provided on the Platform infringe upon your copyrights, you may submit a notification pursuant to the Digital Millennium Copyright Act (*see* 17 U.S.C 512) ("DMCA") by sending the following information in writing to the Company's designated copyright agent at support@jobstowin.com:

- a. The date of your notification;
- b. a physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
- c. a description of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site;
- d. a description of the material that is claimed to be infringing or to be the subject of infringing activity and information sufficient to enable us to locate such work;
- e. information reasonably sufficient to permit the service provider to contact you, such as an address, telephone number, and/or email address;
- f. a statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and
- g. a statement that the information in the notification is accurate, and under penalty of perjury, that you are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

C. Counter-Notices. If you believe that your User Content that has been removed from the Platform is not infringing, or that you have the authorization from the copyright owner, the copyright owner's agent, or pursuant to the law, to post and use the content in your User Content, you may send a counter-notice containing the following information to our copyright agent using the contact information set forth above:

- a. Your physical or electronic signature;
- b. a description of the content that has been removed and the location at which the content appeared before it was removed;
- c. a statement that you have a good faith belief that the content was removed as a result of mistake or a misidentification of the content; and

- d. your name, address, telephone number, and email address, a statement that you consent to the jurisdiction of the federal court in New Jersey and a statement that you will accept service of process from the person who provided notification of the alleged infringement.

If a counter-notice is received by the Company copyright agent, the Company may send a copy of the counter-notice to the original complaining party informing such person that it may reinstate the removed content in 10 business days. Unless the copyright owner files an action seeking a court order against the content provider, member, or user, the removed content may (in the Company's discretion) be reinstated on the Platform in 10 to 14 business days or more after receipt of the counter-notice.

LICENSE GRANT.

By posting any User Content via the Platform, you expressly grant, and you represent and warrant that you have a right to grant to the Company a royalty-free, sub licensable, transferable, perpetual, irrevocable, non-exclusive, worldwide license to use, reproduce, modify, publish, list information regarding, edit, translate, distribute, publicly perform, publicly display, and make derivative works of all such User Content and your name, voice, and/or likeness as contained in your User Content, if applicable, in whole or in part, and in any form, media or technology, whether now known or hereafter developed, for use in connection with the Platform.

INTELLECTUAL PROPERTY.

You acknowledge and agree that we and our licensors retain ownership of all intellectual property rights of any kind related to the Platform, including applicable copyrights, trademarks, and other proprietary rights. Other product and company names that are mentioned on the Platform may be trademarks of their respective owners. We reserve all rights that are not expressly granted to you under this Agreement.

E-MAIL NOT SUFFICIENT TO PROVIDE NOTICE.

Communications made via e-mail or through the Platform's messaging system, will not constitute legal notice to the Company or any of its officers, employees, agents, or representatives in any situation where notice to the Company is required by contract or any law

or regulation.

USER CONSENT TO RECEIVE COMMUNICATIONS IN AN ELECTRONIC FORM.

For contractual purposes, you (a) consent to receive communications from the Company in an electronic form via the email address you have submitted; and (b) agree that all Terms of Use, agreements, notices, disclosures, and other communications that the Company provides to you electronically satisfy any legal requirement that such communications would satisfy if it were in writing. The foregoing does not affect your non-waivable rights.

We may also use your email address to send you other messages, including information about the Company and special offers. You may opt out of such emails by changing your account settings or sending an email to support@jobstowin.com or mail to the following postal address:

**Customer Support
11 Elmhurst Street
Elmwood Park, New Jersey 07407**

Opting out may prevent you from receiving messages regarding the Company or special offers.

WARRANTY DISCLAIMER.

THE PLATFORM IS PROVIDED “AS IS,” WITHOUT WARRANTY OF ANY KIND. WITHOUT LIMITING THE FOREGOING, THE COMPANY EXPRESSLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY, REGARDING THE PLATFORM INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, SECURITY, ACCURACY, AND NON-INFRINGEMENT. WITHOUT LIMITING THE FOREGOING, THE COMPANY MAKES NO WARRANTY OR REPRESENTATION THAT ACCESS TO OR OPERATION OF THE PLATFORM WILL BE UNINTERRUPTED OR ERROR FREE. YOU ASSUME FULL RESPONSIBILITY AND RISK OF LOSS RESULTING FROM YOUR DOWNLOADING AND/OR USE OF FILES, INFORMATION, CONTENT, OR OTHER MATERIAL OBTAINED FROM THE PLATFORM. SOME JURISDICTIONS LIMIT OR DO NOT PERMIT DISCLAIMERS OF WARRANTY, SO THIS PROVISION MAY NOT APPLY

TO YOU.

QUALITY AND SAFETY DISCLAIMER.

AS NOTED ABOVE, JOBSTOWIN.COM SERVES ONLY AS A PLATFORM TO CONNECT PROPERTY OWNERS AND PROFESSIONALS, AND THUS IS NEITHER A GUARANTOR, NOR AN INSURER FOR ANY SERVICES PROVIDED BY, OR ACTIONS OF, USERS OF THE PLATFORM, INCLUDING, BUT NOT LIMITED TO, THE QUALITY OR SAFETY OF WORK PERFORMED BY PROS OR THE PAYMENT BY PROPERTY OWNERS. JOBSTOWIN.COM MAKES NO GUARANTEES OR ASSURANCES ABOUT THE INTERACTION BETWEEN USERS, INCLUDING, BUT NOT LIMITED TO THE QUALITY OR SAFETY OF SUCH INTERACTIONS. USER'S OF THE PLATFORM OPERATE OUTSIDE OF THE INTERNET PLATFORM AT THEIR OWN RISK AND THEREFORE SHOULD PROCEED WITH A HIGH DEGREE OF CAUTION WHEN MEETING WITH OTHER USERS OR OTHER INDIVIDUALS THEY HAVE CONNECTED WITH ON THE PLATFORM.

LIMITATION OF DAMAGES AND RELEASE.

TO THE EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL THE COMPANY, ITS AFFILIATES, DIRECTORS, OR EMPLOYEES, OR ITS LICENSORS OR PARTNERS, BE LIABLE TO YOU FOR ANY LOSS OF PROFITS, USE, OR DATA, OR FOR ANY INCIDENTAL, INDIRECT, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, HOWEVER ARISING, THAT RESULT FROM (A) THE USE, DISCLOSURE, OR DISPLAY OF YOUR USER CONTENT; (B) YOUR USE OR INABILITY TO USE THE PLATFORM; (C) THE PLATFORM GENERALLY OR THE SOFTWARE OR SYSTEMS THAT MAKE THE PLATFORM AVAILABLE; OR (D) ANY OTHER INTERACTIONS WITH THE COMPANY OR ANY OTHER USER OF THE PLATFORM, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT THE COMPANY HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGE, AND EVEN IF A REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE. SOME JURISDICTIONS LIMIT OR DO NOT PERMIT DISCLAIMERS OF LIABILITY, SO THIS PROVISION MAY NOT APPLY TO YOU.

If you have a dispute with one or more users or a Pro or company that you review using the Platform, you release us (and our officers, directors, agents, subsidiaries, joint ventures, and employees) from claims, demands, and damages (actual and consequential) of every kind and nature, known and unknown, arising out of or in any way connected with such disputes. If you are a California resident, you waive California Civil Code §1542, which says: “A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor.” If you are a resident of any other jurisdiction, you waive any right under state law, regulation or code similar to that of California Civil Code §1542.

MODIFICATION OF TERMS OF USE.

We can amend these Terms of Use at any time and will update these Terms of Use in the event of any such amendments. It is your sole responsibility to check the Platform from time to time to view any such changes in the Agreement. If you continue to use the Platform, you signify your agreement to our revisions to these Terms of Use. However, we will notify you of material changes to the terms by posting a notice on our homepage and/or sending an email to the email address you provided to us upon registration. For this additional reason, you should keep your contact and profile information current. Any changes to these Terms (other than as set forth in this paragraph) or waiver of the Company’s rights hereunder shall not be valid or effective except in a written agreement bearing the physical signature of an officer of the Company. No purported waiver or modification of this Agreement by the Company via telephonic or email communications shall be valid.

GENERAL TERMS.

Any failure on the part of the Company to enforce any provision of this Agreement will not be considered a waiver of our right to enforce such provision. Our rights under this Agreement will survive any termination of this Agreement.

You agree that any cause of action related to or arising out of your relationship with the Company must commence within ONE year after the cause of action accrues. Otherwise, such cause of action is permanently barred.

These Terms of Use and your use of the Platform are governed by the federal laws of the United States of America and the laws of the state of New Jersey, without regard to conflict of law provisions.

The Company may assign or delegate these Terms of Service and/or the Company's Privacy Policy, in whole or in part, to any person or entity at any time with or without your consent. You may not assign or delegate any rights or obligations under the Terms of Service or Privacy Policy without the Company's prior written consent, and any unauthorized assignment and delegation by you is void.

YOU ACKNOWLEDGE THAT YOU HAVE READ THESE TERMS OF USE, UNDERSTAND THE TERMS OF USE, AND WILL BE BOUND BY THE TERMS AND CONDITIONS HEREIN. YOU FURTHER ACKNOWLEDGE THAT THESE TERMS OF USE TOGETHER WITH THE PRIVACY POLICY AT https://www.jobstowin.com/static/temp/ONLINE_PRIVACY_POLICY_AGREEMENT.pdf REPRESENT THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN US AND THAT IT SUPERSEDES ANY PROPOSAL OR PRIOR AGREEMENT ORAL OR WRITTEN, AND ANY OTHER COMMUNICATIONS BETWEEN US RELATING TO THE SUBJECT MATTER OF THIS AGREEMENT.

INDEMNIFICATION.

You agree to indemnify and hold harmless JobsToWin.com, its affiliates, officers, directors, employees, agents, legal representatives, licensors, subsidiaries, joint ventures, and suppliers, from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of your breach of these Terms, misuse of the Platform, violation of any law, or the rights of a third party.

TERMINATION OF LICENSE.

We may terminate your right to use the Platform with or without cause at any time. You may also terminate this Agreement by simply discontinuing use of the Platform. Your obligation to pay accrued charges and fees shall survive any termination of this Agreement. In the event of any termination of this Agreement, the limitations on your use of the Platform shall survive such

termination, and you agree to be bound by those terms.

WAIVER OF JURY TRIAL.

EACH OF THE PARTIES WAIVES ITS RIGHTS TO A TRIAL BY JURY OF ALL CLAIMS OR CAUSES OF ACTION (INCLUDING COUNTERCLAIMS) RELATED TO OR ARISING OUT OF THIS AGREEMENT BROUGHT BY EITHER PARTY AGAINST THE OTHER. THIS WAIVER WILL APPLY TO ANY SUBSEQUENT AMENDMENTS OF OR MODIFICATIONS TO THIS AGREEMENT.

WAIVER OF CLASS ACTION.

All claims between the parties related to this Agreement will be litigated individually and you will not consolidate or seek class treatment for any claim with respect to the Platform. **YOU HEREBY ACKNOWLEDGE THAT YOU HAVE READ THIS AGREEMENT, UNDERSTAND IT, AND AGREE TO BE BOUND BY ITS TERMS AND CONDITIONS.**

WAIVER OF COMPLIANCE WITH TERMS.

Even if we do not require strict compliance with these Terms in each instance, you are still obligated to comply with these Terms. Our failure to enforce, at any time, any of the provisions, conditions, or requirements of the Terms, or the failure to require, at any time, performance by you of any of the provisions of the Terms, will in no way waive your obligation to comply with any of the provisions of the Terms or our ability to enforce each and every such provision as written.

Any and all waivers by JobsToWin.com of any provision, condition, or requirement of the Terms will only be effective against JobsToWin.com if it is in writing and signed by an authorized officer of JobsToWin.com, and any such written waiver will not constitute a waiver of any future obligation to comply with such provision, condition, or requirement.

ASSIGNMENT AND DELEGATION.

You may not assign or delegate any rights or obligations applicable to you under these Terms. Any purported assignment and delegation shall be ineffective. We may freely assign or delegate

all rights and obligations under the Agreement, fully or partially without notice to you. We may also substitute, by way of unilateral novation, effective upon notice to you, JobsToWin.com for any third party that assumes our rights and obligations under this Agreement.

SEVERABILITY.

Except as explicitly stated herein, if any provision of the Terms is deemed invalid by a court of competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of the Terms, which shall remain in full force and effect.

SECTION HEADINGS.

The section headings in these Terms are for convenience only and have no legal or contractual effect.