

PROPEL EARTH

TERMS OF SERVICE

Date: Feb 3, 2026

THE CLICKWRAP (ELECTRONIC ACCEPTANCE). These Terms of Service (the “Terms”), together with the Privacy Policy and all other documents referenced or incorporated by reference (collectively, the “Agreement”), govern your access to and use of the Propel.Earth platform, including any related websites, applications, tools, and services (the “Platform”).

KEY TERMS HIGHLIGHTS (NON-SUBSTITUTIVE SUMMARY). This summary highlights a few terms that often matter most to users. It does not replace the full Terms. If anything here conflicts with the Terms, the Terms control.

- **How you accept (clickwrap).** By accessing or using the Platform, you agree to be bound by these Terms and the Privacy Policy; if you do not agree, you may not use the Platform. *(See Section 1.)*
- **Changes to the Terms.** Propel.Earth may modify these Terms; changes generally become effective 30 days after notice, and continued use after that period constitutes consent. *(See Section 2.)*
- **Tracking and recording communications.** Propel.Earth may track, monitor, and record communications through Platform tools (including calls, SMS, video, messages), and by using the Platform you expressly consent (to the extent permitted by law). *(See Section 11.)*
Propel.Earth TOS Final
- **Arbitration and class action waiver.** Most disputes are resolved by binding arbitration rather than court, with a class action waiver and jury trial waiver, subject to stated exceptions and an opt-out mechanism. *(See Section 17.)*
Propel.Earth TOS Final
- **Limits on liability.** Propel.Earth disclaims categories of damages and caps aggregate liability at fees paid or \$100 if no payments were made, subject to jurisdictional limits.
Propel.Earth TOS Final
- **Indemnification and release.** You release claims (to the maximum extent permitted) and agree to defend, indemnify, and hold harmless the Propel.Earth Parties for specified claims and losses tied to your use, content, violations, and interactions. *(See Section 21.)*
- **By clicking “I Agree” (or similar), or by using the Platform, you and any representing entities agree to the Terms of Service and Privacy Policy. If you do not agree, do not use the Platform.**

PROPEL EARTH

TERMS OF SERVICE

Contents

1. ACCEPTANCE OF THESE TERMS	2	TECHNOLOGIES, AND ANALYTICS	39
2. MODIFICATIONS	2	12B. ACCESSIBILITY, CALIFORNIA	
3. ADDITIONAL TERMS AND		SHINE THE LIGHT, AND STATE	
POLICIES	3	PRIVACY RIGHTS	40
4. CHANGES, ELIGIBILITY, SERVICE		13. PROPEL.EARTH PROMOTIONS	43
PROFESSIONAL		14. INTELLECTUAL PROPERTY	
REPRESENTATIONS, WARRANTIES,		RIGHTS	45
AND USE OF THE PLATFORM	5	15. SANCTIONS FOR VIOLATIONS OF	
5. ACCOUNT REGISTRATION AND		THESE TERMS	47
OTHER SUBMISSIONS	7	16. ACCOUNT SUSPENSION OR	
6. YOUR LICENSE TO USE THE		TERMINATION	49
PLATFORM	9	17. ARBITRATION AND CLASS	
7. USER CONTENT	10	ACTION WAIVER	51
8. PROHIBITIONS	13	18. GOVERNING LAW	55
9. PROPEL.EARTH PROPOSALS,		19. DISCLAIMERS	56
FEES, AND TAXES	15	20. LIMITATION OF LIABILITY	58
9.8. Tax Responsibilities	29	21. INDEMNIFICATION AND RELEASE	60
10. INTERNATIONAL PROVISIONS	32		
11. TRACKING COMMUNICATIONS	36	22. JURISDICTION	63
12A. COOKIES, TRACKING			

1. ACCEPTANCE OF THESE TERMS

THESE TERMS, OUR PRIVACY POLICY, AND ALL OTHER DOCUMENTS REFERENCED HEREIN GOVERN THE RELATIONSHIP BETWEEN YOU, THE USER OF THE PLATFORM, AND PROPEL.EARTH. YOU HEREBY AGREE THAT THE AGREEMENT FORMED BY THESE TERMS IS EQUIVALENT TO ANY WRITTEN, NEGOTIATED AGREEMENT SIGNED BY YOU. PLEASE READ THE TERMS THOROUGHLY AND CAREFULLY. BY ACCESSING OR OTHERWISE USING THE PLATFORM, YOU AGREE TO BE BOUND BY THESE TERMS. IF YOU DO NOT AGREE TO THESE TERMS, THEN YOU MAY NOT ACCESS OR USE THE PLATFORM.

All references to 'you' or 'your,' as applicable, mean the person who accesses, uses, and/or participates in the Platform in any manner, and each of your heirs, assigns, and successors. If you use the Platform on behalf of an entity or other individual, you represent and warrant that you have the authority to bind that entity or individual, and to perform and otherwise undertake all of your obligations hereunder. Your acceptance of the Terms will be deemed an acceptance by that entity, and 'you' and 'your' herein will refer to that entity, its directors, officers, employees, and agents.

2. MODIFICATIONS

Propel.Earth reserves the right, in our sole discretion, to modify these Terms, and any other documents incorporated by reference herein, at any time and without prior notice. Propel.Earth will notify you of changes by posting the updated Terms on the Platform and may also, in our sole discretion, notify you by sending you a message and/or otherwise notifying you when you are logged into your account. Modifications will become effective 30 days after the earliest of: (a) modifications being posted on the Platform; (b) Propel.Earth's transmission of a message to you about the modifications (which may be made via a notice or communication on the Platform itself); or (c) you are otherwise notified when you are logged into your account. Your use of the Platform after the expiration of the 30 days will constitute your consent to the changes. If you do not agree, you may not access or use the Platform. Be sure to return to the Platform and this webpage periodically to ensure you are familiar with the most current version of these Terms. YOUR CONTINUED USE OF OR ACCESS TO THE PLATFORM AFTER SUCH EFFECTIVE DATE OF ANY SUCH MODIFICATION OR AMENDMENT INDICATES YOU ACCEPT AND AGREE TO BE BOUND BY THE MODIFIED TERMS.

3. ADDITIONAL TERMS AND POLICIES

‘Collective Content’ means User Content and Propel.Earth Content together.

‘Content’ means text, graphics, images, music, software, audio, video, information or other materials, including but not limited to profile information, Services requests, quotes, message threads, reviews, scheduling and calendar information, and other information or materials available on or through the Platform.

‘Consumer’ means a User who is registered to search for Contractors on the Platform, seeks Services from Contractors on the Platform, makes a booking with a Service Professional to purchase a Service (or receive a quote in contemplation thereof), is registered for or undergoes a consultation or similar service with respect to their company, utilizes a Propel.Earth plan to track maintenance on the project plan, is a Propel.Earth member, agrees to these Terms, or otherwise uses the Platform, including, without limitation, receive, pay for, review, or facilitate the receipt of Services. Because a Consumer may be, or may become, a customer of a Service Professional, a Consumer is often referred to as a ‘customer’ or a ‘Customer’ on the Platform and in marketing materials related to the Platform. Please note that, for purposes of these Terms, ‘Consumer’ includes, without limitation, any individual or agent you authorize to use your Account on your behalf.

‘Fee’ means any amount charged by Propel.Earth to a User in connection with the Platform.

‘Feedback’ means any feedback, comments, questions, or suggestions provided by a User concerning Propel.Earth or our services, including our Platform.

‘Platform’ means all Propel.Earth websites, mobile or other applications, software, processes, video consultations, subscription services, and any other services provided by or through Propel.Earth.

‘Services’ means the services listed, quoted, scheduled, offered, fulfilled or provided by Contractors, or sought, scheduled, paid for, or received by Consumers, through the Platform.

‘Service Professional’ means a User who uses, or is registered to use, the Platform to offer, provide, receive payment for, or facilitate the provision of Services. Contractors are often referred to as ‘pros’ on the Platform.

‘Propel.Earth Content’ means all Content Propel.Earth makes available on or through the Platform, including any Content licensed from a third-party, but excluding User Content.

‘User’ means a person or entity who completes Propel.Earth’s account registration process, agrees to these Terms, utilizes any services offered by or through the Platform, or a person or entity who submits or receives a request through Propel.Earth, including but not limited to Contractors and Consumers.

Last Updated: February 12, 2026

'User Content' means all Content submitted, posted, uploaded, published, or transmitted on or through the Platform by any User or other user of the Platform, including but not limited to photographs, voice or audio recordings, videos, profile information, descriptions, postings, reviews, requests, messages, and payments made through the Platform, but excluding Propel.Earth Content and Feedback.

'Escrow Agent' means Propel.Earth operating as agent to see through the execution and completion of the Contractor and User's decided agreement as a non-interested party but witness and platform host.

4. CHANGES, ELIGIBILITY, SERVICE PROFESSIONAL REPRESENTATIONS, WARRANTIES, AND USE OF THE PLATFORM

Propel.Earth reserves the right at any time and with or without notice to you, to change

- (i) the Platform, including, without limitation, eliminating, supplementing, modifying, adding, or discontinuing any content, feature, data, or service on or available through the Platform, or the hours during which they are available; and
- (ii) the prices and Fees (if any) for access to or use of the Platform or any component thereof.

We will not be liable to you or any third-party for any modification, price change, suspension, or discontinuance of the Platform, or any component or services on the Platform. We reserve the right to limit the availability of the Platform, Content, or Services offered thereon to any person, geographic area, or jurisdiction we so desire, at any time and in our sole discretion.

Access to and use of the Platform is available only to individuals who are at least 18 years old and can form legally binding contracts under applicable law. By accessing or using the Platform, you represent and warrant that you meet these requirements. Propel.Earth, at all times, strives to maintain compliance with all laws applicable to its performance under these Terms and its provision of the Platform. Propel.Earth also uses its best efforts to stay up to date on updates to those applicable laws.

By registering or using the Platform to offer, post, or provide Services, Contractors represent and warrant that they, and the employees, agents, suppliers contractors, and subcontractors who may perform work for them:

- (i) are properly and fully qualified and experienced, and licensed, certified, bonded, and insured, as required by applicable laws or regulations to which they may be subject in the jurisdiction (s) in which they offer their Services and in relation to the specific job they are performing;
- (ii) comply and will continue to comply with all applicable laws, including, without limitation, applicable privacy and marketing laws, in their use of the Platform and any personal information obtained from the Platform;
- (iii) will perform the Service as outlined in their agreement with the Consumer and work to remedy any material deviations from such contract; and
- (iv) will perform the Services in a professional, workmanlike manner in accordance with industry standards and in accordance with these Terms.

Propel.Earth does not sell or otherwise provide services. Propel.Earth may directly provide project consultations and related on-Platform services to Consumers, but any Services solicited as a result of any such consultations or on-Platform services are provided by an independent Service Professional without any representation, warranty, guarantee, or endorsement from

Propel.Earth other than as expressly provided for herein. Propel.Earth also facilitates Service transactions, which facilitation may include displaying a list of Contractors profiles, allowing Consumers and Contractors to send messages to each other, allowing for the booking of an appointment for the provision of Services, assisting in the selection of a Service Professional for certain Consumers, and processing payment for certain Services. Consumers understand that any such facilitation does not constitute a warranty, guarantee, or endorsement in relation to the Services. Without limiting the foregoing, we make no representation—and you acknowledge that we make no representation—that the Platform, or Services available through the Platform, are appropriate or available for use in all locations. Those who choose to access the Platform and Services therein do so of their own initiative and at their own risk and are responsible for compliance with applicable federal, state and other local laws. Contractors understand and agree that using the Platform does not guarantee that anyone will engage them for Services. Consumers understand that any Services they solicit and/or pay for using the Platform are solicited directly from the Service Professional providing such Services.

Contractors understand and agree that they are customers of Propel.Earth, and are not Propel.Earth employees, contractors, consultants, joint venturers, partners, or agents. Contractors acknowledge that they provide their own equipment, select their own jobs, develop their own expertise, are free to do jobs through other platforms and lead sources, and determine their own work schedule. Propel.Earth does not control, and has no right to control, the services a Service Professional provides (including the details of how the Service Professional provides such services) if the Service Professional is engaged by a Consumer or any other person, except as specifically noted herein or on the Platform.

5. ACCOUNT REGISTRATION AND OTHER SUBMISSIONS

Users may access the Platform without registering for an account. To access and participate in certain features of the Platform, you will need to create a password-protected account ('Account'). You may register for an Account using certain third-party account and log-in credentials (your 'Third-Party Site Password'), such as your Facebook or Google credentials. Please note that your Third-Party Site Password may be subject to such third party's terms and conditions and privacy policy. We do not control any such third party's use of your Third-Party Site Password or their use of your information.

You agree to provide accurate, current, and complete information during the registration or request submission process and at all other times when you use the Platform, and to update such information to keep it accurate, current, and complete. If you provide any information that is untrue, inaccurate, not current, or incomplete, or if Propel.Earth has reasonable grounds to suspect that any information you provide is untrue, inaccurate, not current, or incomplete, Propel.Earth may suspend or terminate your Account and refuse any and all current or future use of the Platform (or any portion thereof).

You are solely responsible for safeguarding your Propel.Earth password and, if applicable, your Third-Party Site Password, and for maintaining the confidentiality of all Account credentials and access information. You are solely responsible for all activity that occurs on or through your Account (whether or not authorized by you), and you will notify Propel.Earth immediately of any unauthorized use of your Account or any other breach of security. Propel.Earth is not liable for any losses, damages, liabilities, expenses, or attorneys' fees incurred by you as a result of someone else using your password or Account (with or without your knowledge, and regardless of whether or not you have advised Propel.Earth of such unauthorized use). In such circumstances, you are liable for losses, damages, liabilities, expenses, and attorneys' fees incurred by Propel.Earth or any third party arising from or relating to the unauthorized use of your Account that is attributable to your failure to comply with these Terms or to maintain the security of your credentials.

Your Account is personal to you and is non-transferable except with Propel.Earth's written permission and in accordance with Propel.Earth policies and procedures (as may be provided and updated from time to time). Propel.Earth reserves the right, in its sole discretion, to require that you change a username, profile identifier, or other Account designation, including where Propel.Earth believes such designation is misleading, infringes a third party's rights, violates these Terms, or is otherwise inappropriate for the Platform.

Third-Party Sites; External Services; Sharing Directions. Please note that if you provide any personal information to a third party, access any third-party service, or direct us to share your personal information with a third party, such third party's use, collection, storage, disclosure, and other processing of your personal information is subject to such third party's terms and conditions and privacy policy, and you hereby acknowledge and agree that Propel.Earth has no control over, and is not responsible or liable for, the privacy practices, content, business

practices, or security of any such third party, including any loss or damage arising from your use of, or reliance on, such third-party sites, services, or resources.

Other Submissions; Customer Data; No Verification. In connection with your use of the Platform, you may provide information, data, content, materials, or other submissions (including profile information, forms, messages, postings, uploads, and other user-generated content) (collectively, 'Submissions'). You acknowledge and agree that, as between you and Propel.Earth, you are solely responsible for your Submissions and the consequences of providing them through the Platform, including ensuring that your Submissions are accurate, complete, lawful, and non-infringing. Propel.Earth does not independently verify, and does not undertake any obligation to monitor, review, validate, or confirm, any Submissions for accuracy, completeness, legality, or compliance. Propel.Earth makes no representations or warranties regarding any Submissions (including any customer-supplied data), and disclaims any liability arising from errors, omissions, illegality, or infringement in or related to such Submissions.

Suspension; Termination; Security Concerns. Propel.Earth may suspend, restrict, or terminate your Account or access to the Platform, in whole or in part, immediately and without prior notice, if you breach these Terms, if Propel.Earth reasonably believes there has been or may be a breach in the security of the Platform or unauthorized activity involving your Account, or if Propel.Earth is uncertain regarding the authorization, completeness, or accuracy of information associated with your Account or Submissions. Propel.Earth may also suspend or terminate your Account for failure to provide and maintain accurate, current, and complete Account information, or for conduct that, in Propel.Earth's sole discretion, creates risk or potential legal exposure for Propel.Earth, other users, or third parties.

6. YOUR LICENSE TO USE THE PLATFORM

Subject to your compliance with these Terms, Propel Earth grants you a limited, non-exclusive, non-transferable, non-sublicensable, and revocable license to access and use the Platform solely for your personal or internal business purposes in connection with finding or providing Services through the Platform.

This license does not include any right to:

- (a) Resell, redistribute, or make commercial use of the Platform or its contents;
- (b) Copy, reproduce, download (other than page caching), distribute, modify, or create derivative works of the Platform, its content, or any portion thereof;
- (c) Use any automated system, including without limitation 'robots,' 'spiders,' 'offline readers,' or similar data gathering and extraction tools to access, monitor, or copy any portion of the Platform;
- (d) Reverse engineer, decompile, disassemble, or otherwise attempt to discover the source code of the Platform or any proprietary software used in connection with the Platform;
- (e) Use the Platform in any way that could damage, disable, overburden, or impair the Platform or interfere with any other party's use of the Platform;
- (f) Frame or mirror any part of the Platform without Propel Earth's prior written authorization;
- (g) Use any device, software, or routine that interferes with the proper working of the Platform;
- (h) Introduce viruses, Trojan horses, worms, time bombs, cancelbots, or any other harmful or malicious code;
- (i) Attempt to gain unauthorized access to any portion of the Platform, other users' accounts, or any systems or networks connected to the Platform;
- (j) Remove, obscure, or alter any proprietary rights notices (including copyright and trademark notices) that may be affixed to or contained within the Platform; or
- (k) Use the Platform in violation of any applicable law or regulation.

Propel Earth and its licensors retain all right, title, and interest in and to the Platform, including all intellectual property rights therein. Your use of the Platform does not grant you ownership of any intellectual property rights in the Platform or the content you access. All rights not expressly granted to you in these Terms are reserved by Propel Earth and its licensors.

This license will automatically terminate if you violate any of these Terms. Propel Earth may also terminate or suspend your license to use the Platform at any time, with or without cause or notice. Upon termination, you must immediately cease all use of the Platform and destroy any downloaded or printed materials obtained from the Platform.

7. USER CONTENT

We may, in our sole discretion, permit you to post, upload, publish, submit or transmit User Content. For the avoidance of doubt, 'User Content' does NOT include any work product created by Contractors for Clients during the performance of Services, which is governed by the agreement between Contractor and Client. User Content includes only content posted to the Platform itself, such as profiles, portfolios, reviews, messages, and communications. The contents of private messaging through the Platform will not be used by Propel.Earth in public advertising. By making available any User Content on or through the Platform, you hereby grant to Propel.Earth a worldwide, irrevocable, perpetual, non-exclusive, transferable, assignable, royalty-free license, with the right to sublicense, to use, copy, adapt, modify, distribute, license, sell, transfer, publicly display, publicly perform, transmit, stream, broadcast, access, view, and otherwise utilize such User Content on, through, by means of or to promote, market or advertise the Platform or Services, or for any other purpose in our sole discretion and in accordance with applicable law. In the interest of clarity, the license granted to Propel.Earth will survive termination or expiration of these Terms, the Platform, or your Account. Propel.Earth does not claim ownership rights in your User Content and nothing in these Terms will be deemed to restrict rights that you may have to use and exploit any such User Content submitted, posted, uploaded, published, or transmitted on or through the Platform by you.

You acknowledge and agree that you are solely responsible for all User Content that you make available on or through the Platform. Accordingly, you represent and warrant that: (a) you either are the sole and exclusive owner of all User Content that you make available on or through the Platform or you have all rights, licenses, consents and releases that are necessary to grant to Propel.Earth the rights in such User Content, as contemplated under these Terms; and (b) neither the User Content nor your posting, uploading, publication, submission or transmittal of the User Content or Propel.Earth's use of your User Content (or any portion thereof) on, through or by means of the Platform will infringe, misappropriate or violate a third-party's patent, copyright, trademark, trade secret, moral rights or other proprietary or intellectual property rights, or rights of publicity or privacy, or result in the violation of any applicable law or regulation. While Propel.Earth has no obligation to do so, you agree that Propel.Earth may edit and/or withdraw your User Content, and you understand it remains your sole responsibility to monitor your User Content and ensure that such edited Content is accurate and consistent with your representations and warranties in these Terms. Propel.Earth may publicly display advertisements, paid content, sponsored information, or promotional placements ('Advertisements'). The form, format, frequency, placement, and extent of such Advertisements are subject to modification, suspension, or discontinuation at any time without prior notice.

Contractors and other third parties may pay fees to Propel.Earth to increase visibility in search results or featured placements ('Promoted Listings'). Promoted Listings will be identified as such in applicable search results or displays. Propel.Earth may, in its sole discretion, establish, revise, and enforce quality, eligibility, or other criteria for participation in Promoted Listings and may change such criteria at any time.

The provision of any Advertisements, Promoted Listings, or other sponsored information does not constitute an endorsement by Propel.Earth, its affiliates, or its representatives of any product, service, entity, or website. Any featured or promoted records, including without limitation those relating to founders, investors, jobs, events, or other ‘changemakers,’ are provided solely for promotional purposes and should not be construed as an endorsement by Propel.Earth.

Propel.Earth makes no representations or warranties, express or implied, regarding the accuracy, reliability, legality, or content of any Advertisements, user-generated records, or statements contained therein. All users and third parties are solely responsible for compliance with applicable laws and the content they submit or promote, including but not limited to intellectual property, copyright, and warranty obligations.

Propel.Earth reserves the right, at any time and without prior notice, but is under no obligation, to remove or disable access to User Content that we, in our sole discretion, consider to be objectionable, in violation of these Terms or otherwise harmful to the Platform or Users, or for any other reason in our sole and absolute discretion. Propel Earth reserves the right, in its sole discretion, to remove, reject, deny, prohibit, refuse to post or transmit, edit, or take down any communications content that Propel Earth finds objectionable, violates these Terms, or is otherwise inappropriate, with or without prior notice or explanation, for any or no reason, and without liability.

If you believe that any User Content infringes any copyright that you own or control, please see our Copyright & DMCA Policy for more information:

Copyright Infringement and DMCA Policy

Respect for Copyright. Propel Earth respects the intellectual property rights of others and expects Users to do the same. In accordance with the Digital Millennium Copyright Act of 1998 (17 U.S.C. § 512) (‘DMCA’), Propel Earth will respond expeditiously to notices of alleged copyright infringement.

Repeat Infringer Policy. Propel Earth will, in appropriate circumstances and at its sole discretion, terminate the Accounts of Users who are repeat infringers or are repeatedly charged with infringement.

DMCA Takedown Notice. If you believe that your copyrighted work has been copied in a way that constitutes copyright infringement and is accessible via the Platform, you may notify our designated DMCA agent by providing the following information in writing:

- (a) A physical or electronic signature of the copyright owner or person authorized to act on behalf of the owner;
- (b) Identification of the copyrighted work claimed to have been infringed (or if multiple copyrighted works are covered by a single notification, a representative list of such works);

- (c) Identification of the material that is claimed to be infringing or to be the subject of infringing activity, including information reasonably sufficient to permit Propel Earth to locate the material on the Platform;
- (d) Your contact information, including your address, telephone number, and email address;
- (e) 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
- (f) 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 copyright owner.

Designated Copyright Agent:

Propel Earth, Inc. Attn: DMCA Agent / Legal Department **300 Creek View Road, Suite 209, Newark, County of New Castle, Delaware, 19711** Email: **support@propel.earth**

Counter-Notice. If you believe that material you posted was removed or disabled by mistake or misidentification, you may file a counter-notification with our designated agent by providing the following information in writing:

- (a) Your physical or electronic signature;
- (b) Identification of the material that has been removed or disabled and the location at which the material appeared before it was removed or disabled;
- (c) A statement under penalty of perjury that you have a good faith belief that the material was removed or disabled as a result of mistake or misidentification;
- (d) Your name, address, telephone number, and email address; and
- (e) A statement that you consent to the jurisdiction of the Federal District Court for the judicial district in which your address is located (or the Southern District of New York if your address is outside of the United States), and that you will accept service of process from the person who provided the original DMCA notice or an agent of such person.

Penalty for Misrepresentation. Under Section 512(f) of the DMCA, any person who knowingly materially misrepresents that material is infringing or was removed or disabled by mistake may be subject to liability for damages, including costs and attorneys' fees.

Process. Upon receipt of a valid DMCA notice, Propel Earth will remove or disable access to the allegedly infringing material and notify the User who posted the material. If Propel Earth receives a valid counter-notice, we may restore the material after 10-14 business days unless the copyright owner files a court action seeking a restraining order against the User.

8. PROHIBITIONS

As a User of the Platform, you may not, and represent and warrant that you will not:

- Use another person's Account, misrepresent yourself or Services offered through the Platform, misrepresent your identity or qualifications, misrepresent a project or other information in a quote request, post Content in any inappropriate category or areas on the Platform, or otherwise commit fraud;
- Use any automated system including but not limited to robots, spiders, offline readers, or scrapers to access the Platform for any purpose without Propel.Earth's prior written approval; provided, that the operators of public search engines may use spiders or robots to copy materials from the Platform for the sole purpose of creating publicly available searchable indices of the materials, but not caches or archives of such material (Propel.Earth reserves the right to revoke these exceptions either generally or in specific cases);
- Copy text, or otherwise misuse or misappropriate Platform information or Content in any manual or automated manner including but not limited to, for use on a mirrored, competitive, or third-party site;
- Take any action that (a) may unreasonably encumber the Platform's infrastructure; (b) interferes or attempts to interfere with the proper working of the Platform or any third-party participation; (c) bypasses measures that are used to prevent or restrict access to the Platform; (d) circumvents, disables or otherwise interferes with security features of the Platform; (e) distributes viruses, worms, Trojan horses, logic bombs, time bombs, cancelbots, malware, ransomware, adware or any other technologies that may harm Propel.Earth or our Users; (f) uses the Platform in a way that violates any copyrights, trade secrets, or other rights of any third-party, including privacy or publicity rights; or (g) circumvents or manipulates the Fee structure, billing, or Fees owed;
- Use the Platform in any manner that circumvents, or that may be intended to circumvent, your obligation to pay Propel.Earth for access to services provided by the Platform or by Contractors;
- Notwithstanding anything to the contrary contained in these Terms, collect, harvest, scrape, publish, 'sell', or use for purposes of targeted advertising, any personal information, including but not limited to information related to Users for any reason not explicitly authorized by these Terms, including commercial solicitation purposes;
- Violate any applicable laws or regulations;
- Fail to comply with a User's requests (including, those made on their behalf by Propel.Earth) to no longer receive phone calls, text messages, e-mails or any other communications from you;
- Recruit, solicit, or contact in any form Contractors or Consumers for employment or any other use not specifically intended by the Platform;
- Take any inappropriate or unlawful actions, including the submission of inappropriate or unlawful Content to or through the Platform, including Content that is harassing, hateful, illegal, profane, obscene, defamatory, threatening, or discriminatory, or that advocates,

promotes, or encourages inappropriate activity, conduct that would be considered a criminal offense, or conduct that would give rise to civil liability or violate any law;

- Violate in any material respect any Propel.Earth policies that govern your use of the Platform and our interactions with you and third-parties;
- Submit User Content that damages the experience of any User including but not limited to:
 - (a) requests to download non-Propel.Earth mobile applications and/or links that direct the User to mirrored websites where the User must enter information that is redundant with what has already been entered on Propel.Earth,
 - (b) offers to purchase a Service or any other service outside of Propel.Earth, or
 - (c) using a profile page or User name to promote services not offered on or through the Platform;
- Take any action that may undermine the efficacy or accuracy of reviews or ratings systems;
- Fail to perform Services purchased from you as promised, unless the applicable Consumer fails to meet a material term of the applicable agreement for such Services (including by refusing to pay);
- Seek to charge a Consumer for Services when payment has already been, or is scheduled to be, initiated through Propel.Earth;
- Engage in fraudulent conduct, including but not limited to offering to make money transfers with intent to request a refund of any portion of the payment or soliciting Users to mail cash or use other payment methods prohibited by Propel.Earth;
- Agree to purchase a Service when you do not meet a Service Professional's requirements;
- Create more than one Consumer or Service Professional Propel.Earth account without our written permission;
- Circumvent, or seek to circumvent, payment through the Platform where payment through the Platform is indicated to you as mandatory or is initiated by a Consumer;
- Fail to comply with any applicable laws or regulations related to your use of the Platform (including, without limitation, your receipt or provision of Services);
- Share a Propel.Earth Plus subscription across multiple households;
- Send, post, or transmit any unsolicited messages, chain letters, spam, or junk mail using the Platform or information collected therefrom;
- Use information obtained through the Platform to profile or contact individuals off of the Platform;
- Seek to circumvent the terms of, or abuse, your Propel.Earth Plus subscription;
- Undertake any activity or engage in any conduct that is inconsistent with the business or purpose of the Platform; and attempt to indirectly undertake any of the foregoing.

9. PROPEL.EARTH PROPOSALS, FEES, AND TAXES

9.1. Requirements for Valid Service Contracts

Minimum Requirements. Each Service Contract must include, at a minimum:

- (a) **Scope of Services:** A clear description of the Services to be provided, including specific deliverables, tasks, or objectives;
- (b) **Payment Terms:** The agreed compensation structure, which may be: - Hourly rate with estimated hours - Fixed price for defined deliverables - Milestone-based payments with specific completion criteria - Any combination of the above
- (c) **Project Duration or Completion Date:** The expected timeframe for Services, which may be: - A specific end date - A duration estimate (e.g., 'approximately 3 months') - Milestone-based timeline - Ongoing with no fixed end date (subject to either party's termination rights)
- (d) **Contractor Qualifications:** Any specific licenses, certifications, insurance, or qualifications required for the Services (if applicable);
- (e) **Communication Protocols:** How and when parties will communicate regarding project status and issues.

Additional Terms. Clients and Contractors may agree to additional terms, including but not limited to confidentiality requirements, intellectual property ownership, non-solicitation provisions, performance standards, revision policies, or cancellation terms. Any such additional terms must be agreed upon by both parties through the Platform and must comply with these Terms and applicable law.

Platform Processing. All Service Contracts must be processed and documented through the Platform. Propel Earth reserves the right to review Service Contract terms for compliance with these Terms and applicable law, and may decline to facilitate any Service Contract that violates these Terms, raises legal or safety concerns, or otherwise falls outside the intended use of the Platform.

9.2. Client Responsibilities and Obligations

Clients entering into Service Contracts represent, warrant, and agree to:

- (a) **Accurate Project Description:** Provide complete, accurate, and truthful information about the project scope, requirements, timeline, and budget;
- (b) **Clear Communication:** Respond to Contractor questions and requests for clarification in a timely manner

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(c) **Timely Payment:** Pay all amounts owed to Contractors according to the agreed payment terms and through the Platform's payment processing system;

(d) **Required Information:** Provide Contractors with any information, access, materials, or resources reasonably necessary to perform the Services;

(e) **Compliance with Laws:** Ensure that the Services requested and the Service Contract terms comply with all applicable laws, including employment classification laws, licensing requirements, and industry regulations;

(f) **Good Faith Cooperation:** Work cooperatively with the Contractor to facilitate successful completion of the Services; createdAt: data.createdAt, createdAt: data.createdAt,

(g) **Realistic Expectations:** Not demand or expect Services, timelines, or deliverables that are unreasonable, impossible, or not adequately compensated under the agreed payment terms.

Contractor Responsibilities and Obligations

Contractors entering into Service Contracts represent, warrant, and agree to:

(a) **Qualifications and Licensing:** Possess all necessary qualifications, licenses, certifications, insurance, and legal authorization required to provide the Services in accordance with applicable law;

(b) **Accurate Representation:** Provide accurate and truthful information about skills, experience, availability, and ability to complete the Services as described;

(c) **Professional Performance:** Perform Services in a professional, workmanlike manner consistent with industry standards and in accordance with the agreed scope and timeline;

(d) **Timely Delivery:** Deliver agreed-upon work product and meet project milestones according to the Service Contract timeline, or promptly communicate any delays or issues to the Client;

(e) **Independent Contractor Status:** Perform Services as an independent contractor, providing own equipment and tools, controlling the manner and means of work performance, and maintaining responsibility for own taxes and insurance;

(f) **Communication:** Maintain regular communication with the Client regarding project status, potential issues, and any needed clarifications;

(g) **Compliance with Laws:** Perform Services in compliance with all applicable laws, regulations, and professional standards;

(h) **Platform Use:** Process all invoicing, time tracking (for hourly contracts), milestone requests, and payments through the Platform.

9.3. No Guarantees or Warranties from Propel Earth

No Guarantee of Contract Formation. Propel Earth does not guarantee that Clients will find suitable Contractors or that Contractors will receive project offers. The decision to enter into a Service Contract rests solely with the Client and Contractor.

No Vetting or Quality Control. While Propel Earth may implement identity verification, background checks, or credential verification for Users at its sole discretion, Propel Earth does not guarantee the accuracy of any User-provided information and makes no representations regarding User qualifications, reliability, or ability to perform Services. CLIENTS ARE SOLELY RESPONSIBLE FOR EVALUATING AND SELECTING CONTRACTORS. CONTRACTORS ARE SOLELY RESPONSIBLE FOR EVALUATING AND ACCEPTING PROJECTS THEY CAN COMPETENTLY PERFORM.

No Guarantee of Performance. Propel Earth has no obligation to monitor, enforce, or ensure compliance with Service Contract terms. Propel Earth does not guarantee that Contractors will complete Services as agreed or that Clients will pay for Services as agreed. Disputes regarding Service Contract performance, quality, or payment are between the Client and Contractor.

No Liability for Service Contracts. Propel Earth is not liable for any damages, losses, or disputes arising from Service Contracts, including but not limited to: incomplete work, substandard work, missed deadlines, breach of contract, payment disputes, intellectual property disputes, confidentiality breaches, or any other issues related to Services provided through the Platform.

UCC and CISG Excluded. This Agreement is a contract for the provision of services and not a contract for the sale of goods. Accordingly, the provisions of the Uniform Commercial Code, and any substantially similar legislation that may be enacted from time to time, will not apply to this Agreement. If you are located outside the United States, the parties further agree that the United Nations Convention on Contracts for the International Sale of Goods will not govern this Agreement or the rights and obligations of the parties under this Agreement.

9.4. Platform Fees

Fees for Platform Services. Propel Earth charges Fees to Users for access to and use of the Platform. Fee structures, amounts, and payment timing are specified separately and may vary based on User type (Client or Contractor), contract type, contract value, and other factors.

Contractor Fees. Contractors acknowledge and agree that Propel Earth may charge fees including but not limited to:

- Commission or service fees calculated as a percentage of payments received for Services
- Subscription fees for premium platform features
- Fees for lead generation, profile visibility, or other marketing services
- Transaction processing fees
- Other fees as disclosed on the Platform

Client Fees. Clients acknowledge and agree that Propel Earth may charge fees including but not limited to:

- Transaction processing fees
- Escrow service fees
- Payment protection fees
- Subscription fees for premium features
- Other fees as disclosed on the Platform

Fee Changes. Propel Earth reserves the right to modify Fee structures and amounts at any time upon notice to Users. Fee changes will apply to new Service Contracts entered after the change takes effect. Fee changes will not retroactively apply to existing Service Contracts unless required by law.

No Estimates or Guarantees. Propel Earth may provide estimates regarding potential project volume, Client interest, or Contractor availability, but any such estimates are informational only and DO NOT constitute guarantees, representations, or warranties. Propel Earth does not and cannot control Client or Contractor behavior, interest, or activity on the Platform. Actual results will vary significantly based on numerous factors outside Propel Earth's control.

Contract Formation. When a Client accepts a Contractor's proposal or a Contractor accepts a Client's project offer through the Platform, a binding service contract is formed between the Client and Contractor (a 'Service Contract'). Propel Earth facilitates the formation of Service Contracts but is not a party to any Service Contract. The parties to each Service Contract are solely the Client and the Contractor.

Contract Terms and Duration. Each Service Contract will specify:

- (a) The scope of Services to be provided;
- (b) The payment terms (hourly rate, fixed price, or milestone-based);
- (c) The initial contract duration or project completion date;
- (d) Any other terms agreed upon by Client and Contractor.

Contract Extensions and Modifications.

- (a) **Extension by Mutual Agreement.** Either party may request to extend or modify an existing Service Contract. Any extension or modification must be agreed upon by both Client and Contractor. Extensions may be requested at any time before or during the contract term.
- (b) **Client Control of Extensions.** The Client has sole discretion to approve or decline any extension request from a Contractor. Similarly, a Contractor may decline any extension request from a Client.
- (c) **Process for Extensions.** Contract extensions and modifications must be processed through the Platform. Both parties will receive notification of any extension or modification request and must affirmatively agree to the new terms.
- (d) **No Automatic Renewal.** Service Contracts do not automatically renew. Upon completion or expiration of a Service Contract, the contract terminates unless both parties affirmatively agree to an extension or new contract.

Ongoing Relationships. Clients and Contractors may maintain working relationships for as long as both parties desire by entering into successive Service Contracts or by extending existing Service Contracts. There is no limit to the number of extensions or successive contracts between the same parties, provided all extensions and new contracts comply with these Terms and applicable law.

9.5. PAYMENTS

The parties acknowledge that the Escrow Agent is acting solely as a stakeholder at their request and for their convenience, that the Escrow Agent shall not be deemed to be the agent of either of the parties, and that the Escrow Agent shall not be liable to either of the parties for any action or omission on its part taken or made in good faith, and not in disregard of this Agreement, but shall be liable for its negligent acts and for any Liabilities (including reasonable attorneys' fees, expenses and disbursements) incurred by Seller or Buyer resulting from the Escrow Agent's mistake of law respecting the Escrow Agent's scope or nature.

CLIENT DEPOSIT OF
CONTRACT FUNDS INTO ESCROW

Upon Client's acceptance of a Contractor's proposal, or upon Contractor's acceptance of Client's offer, a binding Service Contract is formed and Client authorizes Propel Earth to charge Client's designated payment method for the full contract amount (or the amount of the first milestone for milestone-based contracts) as specified in the Service Contract

The Parties acknowledge that Client has deposited the contract funds (the 'Escrow Deposit') into an escrow account maintained by Propel Earth through its payment processor, to be held in escrow and applied against Client's payment obligation to Contractor upon successful completion and approval of Services as set forth in the Service Contract.

For fixed-price contracts, the Escrow Deposit shall equal the total contract price agreed between Client and Contractor.

For milestone-based contracts, the Escrow Deposit shall equal the amount specified for the applicable milestone, with subsequent milestones requiring additional Escrow Deposits as each milestone commences.

For hourly contracts, the Escrow Deposit shall equal the estimated amount for the billing period as agreed in the Service Contract, with Client authorizing additional charges for time worked beyond the initial deposit amount, subject to any maximum budget limitations specified in the Service Contract.

Client's deposit of funds into escrow satisfies Client's payment obligation to Contractor, subject to Contractor's completion of Services in accordance with the Service Contract and the release conditions set forth in these Terms.

9.6. ESCROW FOR ALL PLATFORM TRANSACTIONS

All Service Contracts formed through the Platform, or facilitated by Platform tools, features, or services, shall be managed through Propel Earth's escrow system. By accepting these Terms, both Contractors and Clients agree that Propel Earth shall act as Escrow Agent for all payments related to Services performed through or in connection with the Platform.

This escrow arrangement is a mandatory condition of Platform use. Users may not circumvent the Platform's escrow system by arranging direct payments between Client and Contractor for Services that were connected, facilitated, or originated through the Platform.

Establishment and Administration of Escrow. Propel Earth, acting through its payment processor (Stripe Connect), shall establish and maintain escrow accounts for the holding of Client funds pending completion and approval of Services. Contractor acknowledges and agrees that Propel Earth is responsible for establishment and administration of the escrow system. It is also understood that the fee agreed upon for the services of the Escrow Agent hereunder shall be considered compensation for its ordinary services as contemplated by these instructions, but in the event that the conditions of this escrow are not promptly fulfilled or that the Escrow Agent renders any service hereunder not provided for in the foregoing instructions or that there is an assignment of any interest in the subject matter of this escrow, or modification hereof, or that any controversy arises hereunder or that the Escrow Agent is made a party to, or intervenes in, or, in good faith, interpleads in, any litigation pertaining to this escrow or the subject matter thereof, the Escrow Agent shall be reasonably compensated by the Contractor for such extraordinary services and reimbursed for all costs and expenses, plus interest charged at the maximum rate permitted by law occasioned by such default, delay, controversy or litigation, including, without limitation, the fees and disbursements of its counsel.

Contractor's Financial Responsibility for Escrow Costs. Contractor shall be responsible for all costs associated with the escrow service, including but not limited to Platform service fees, payment processing fees, and transaction fees. These fees shall be deducted from escrowed funds at the time of release to Contractor. In the event escrowed funds are insufficient to cover applicable fees (including but not limited to situations involving partial refunds, chargebacks, or

disputed transactions), Contractor remains independently and personally responsible for payment of any outstanding fees owed to Propel Earth and shall remit such fees within ten (10) business days of invoice.

Priority of Fee Deduction. Propel Earth shall deduct fees owed by Contractor in the following order of priority: (i) first, from escrowed funds being released to Contractor; (ii) second, from any other escrowed funds held for Contractor in connection with other Service Contracts; (iii) third, from Contractor's payment method on file with the Platform; and (iv) fourth, Contractor shall be invoiced and personally liable for any remaining balance.

ESCROW HOLDING PERIOD AND RELEASE TIMING

Escrowed funds shall be held by Propel Earth (through its payment processor) from the time of Client deposit until the earlier of:

- (i) Client's affirmative approval of completed Services;
- (ii) Expiration of the review period without Client objection (typically three (3) to seven (7) business days after Contractor submits completed work, as specified in the Service Contract);
- (iii) Fourteen (14) calendar days after Contractor's submission of completed Services, if no dispute has been initiated by Client; or
- (iv) Final resolution of any properly initiated dispute, provided such dispute resolution is completed within thirty (30) calendar days of the dispute initiation date.

Maximum Escrow Period. In no event shall escrowed funds be held for longer than thirty (30) calendar days after Contractor's submission of completed Services, except:

- (a) Where Client has initiated a formal dispute through the Platform within fourteen (14) days of work submission, in which case funds may be held during Propel Earth's dispute resolution process, provided such process is completed within an additional thirty (30) calendar days from dispute initiation; or
- (b) Where a court of competent jurisdiction has issued an order directing Propel Earth to continue holding funds pending resolution of litigation between Client and Contractor.

Automatic Release. If no Client action (approval, revision request, or dispute) is taken within fourteen (14) calendar days of Contractor's work submission, funds shall automatically release to Contractor minus applicable Platform fees. This automatic release provision is mandatory and cannot be waived or extended by agreement of Client and Contractor, as extended holding periods may create independent contractor classification issues under applicable law.

Dispute Resolution Timing. Any dispute initiated by Client must be resolved within thirty (30) calendar days of dispute initiation. If Propel Earth cannot reach a final determination within this timeframe, funds shall be released to Contractor unless Client has obtained a court order directing continued holding of funds.

Escrowed funds shall be disbursed by Propel Earth or its payment processor in accordance with these Terms and the applicable Service Contract. The Escrow Agent shall be entitled to consult

with counsel, who may be inside counsel, of its choice with respect to the interpretation of the provisions hereof, and any other legal matters relating hereto, and shall be fully protected in acting in good faith in accordance with the opinion or advice of such counsel. In the event that Escrow Agent makes any payment to any other party pursuant to this Escrow Agreement and for any reason such payment (or any portion thereof) is required to be returned to the Escrow Account or another party or is subsequently invalidated, declared to be fraudulent or preferential, set aside and/or required to be repaid to a receiver, trustee or other party under any bankruptcy or insolvency law, other federal or state law, common law or equitable doctrine, then the recipient party shall repay to the Escrow Agent upon written request the amount so paid to it. It is also understood that the fee agreed upon for the services of the Escrow Agent hereunder shall be considered compensation for its ordinary services as contemplated by these instructions, but in the event that the conditions of this escrow are not promptly fulfilled or that the Escrow Agent renders any service hereunder not provided for in the foregoing instructions or that there is an assignment of any interest in the subject matter of this escrow, or modification hereof, or that any controversy arises hereunder or that the Escrow Agent is made a party to, or intervenes in, or, in good faith, interpleads in, any litigation pertaining to this escrow or the subject matter thereof, the Escrow Agent shall be reasonably compensated by the Contractor for such extraordinary services and reimbursed for all costs and expenses, plus interest charged at the maximum rate permitted by law occasioned by such default, delay, controversy or litigation, including, without limitation, the fees and disbursements of its counsel.

DISPUTES REGARDING ESCROW FUNDS

Client-Initiated Disputes. In the event Client disputes in good faith the quality, completeness, or delivery of Services and seeks to withhold or obtain return of escrowed funds, Client must initiate a formal dispute through the Platform within the earlier of:

- (i) Fourteen (14) calendar days after Contractor's submission of completed work; or
- (ii) Thirty (30) calendar days after the agreed completion date or deadline specified in the Service Contract.

Failure to initiate a dispute within these timeframes shall result in automatic release of escrowed funds to Contractor, and Client waives any right to later dispute the Services or seek refund.

Contractor-Initiated Disputes. In the event Contractor disputes in good faith any withholding of funds by Client or any deduction from the contract amount, including disputes regarding partial payments, revision requests beyond the original scope, or refund amounts, Contractor must initiate a formal dispute through the Platform within thirty (30) calendar days of:

- (i) Client's rejection of submitted work;
- (ii) Client's request for revisions or modifications;
- (iii) Propel Earth's notice of partial refund determination; or
- (iv) Any other action or decision by Client or Propel Earth that affects the amount to be released from escrow.

Failure to initiate a dispute within these timeframes shall constitute Contractor's acceptance of the payment amount or withholding decision, and Contractor waives any right to challenge such determination.

Platform's Role and Indemnification. Propel Earth acts solely as stakeholder and administrator of the dispute resolution process. The dispute is between Client and Contractor regarding the Service Contract, and Propel Earth makes no representation regarding the quality, completeness, or adequacy of Services performed.

- (a) No Liability for Dispute Outcome: Propel Earth shall not be liable to either Client or Contractor for any decision, determination, or fund distribution made in connection with dispute resolution, except for gross negligence or willful misconduct in administering the escrow account.
- (b) Indemnification by Disputing Parties: Client and Contractor, jointly and severally, agree to indemnify, defend, and hold harmless Propel Earth, its officers, directors, employees, and agents from and against any and all claims, damages, losses, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or relating to:
 - (i) Any dispute between Client and Contractor regarding Services, payment, or the Service Contract;
 - (ii) Any claim by either party that Propel Earth's dispute resolution determination was incorrect, unfair, or otherwise improper;
 - (iii) Any litigation, arbitration, or other proceeding between Client and Contractor related to the Service Contract or escrowed funds; or
 - (iv) Any claim by a third party arising from the Services performed under the Service Contract.
- (c) Hold Period During Dispute Resolution: Escrowed funds shall remain in escrow during the Platform dispute resolution and mediation phases (up to sixty (60) days total). If arbitration is initiated, escrowed funds shall continue to be held pending the arbitrator's final decision, or until the parties reach a settlement agreement. Propel Earth shall distribute funds in accordance with the mediator's recommendation, arbitrator's award, or settlement agreement, as applicable.
- (d) Frivolous Dispute Sanctions: If Propel Earth determines, in its sole discretion, that a dispute was initiated in bad faith, without reasonable basis, or for the purpose of delaying payment, Propel Earth may:
 - (i) Immediately release funds to the non-disputing party;
 - (ii) Assess a frivolous dispute fee of up to \$500 against the party initiating the bad faith dispute;
 - (iii) Suspend or terminate the Account of the party engaging in bad faith disputes; and/or
 - (iv) Prohibit the offending party from initiating future disputes for a specified period.

The Escrow Deposit shall be held by the Escrow Agent for a period ending on the Escrow Release Date, except the Escrow Deposit may be withheld after the Escrow Release Date for so long as is reasonably necessary to satisfy claims for indemnification which are the subject to

a Claims Notice delivered prior to the Escrow Release Date. The Escrow Deposit shall be held and disbursed by the Escrow Agent in accordance with an Escrow Agreement.

9.7. DEFAULT RELEASE AND REFUND CONDITIONS

Automatic Release to Contractor. Escrowed funds shall be automatically released to Contractor, minus applicable Platform fees, upon occurrence of any of the following conditions:

- (i) Client affirmatively approves completed Services through the Platform;
- (ii) Fourteen (14) calendar days have elapsed since Contractor's submission of completed work without Client initiating a dispute, requesting revisions, or rejecting the work;
- (iii) Client fails to respond to Contractor's work submission within the review period specified in the Service Contract;
- (iv) Mediation, arbitration, or court proceedings result in an order, award, or settlement directing payment to Contractor;
- (v) Client's Account is suspended or terminated for fraud, abuse, or violation of these Terms during the pendency of an active Service Contract, and Propel Earth determines in its sole discretion that Contractor has substantially performed Services in accordance with the Service Contract; or
- (vi) Client's payment method is determined to be fraudulent after funds have been deposited into escrow, and Propel Earth's payment processor or fraud detection systems confirm that Contractor is a good faith service provider with no involvement in the fraudulent transaction.

Automatic Refund to Client. Escrowed funds shall be automatically refunded to Client, minus any applicable processing fees already incurred, upon occurrence of any of the following conditions:

- (i) Contractor fails to deliver any work product or perform any Services within thirty (30) calendar days of the agreed deadline specified in the Service Contract, and Contractor provides no communication or reasonable explanation for the delay;
- (ii) Contractor's Account is suspended or terminated for fraud, abuse, or violation of these Terms during the pendency of an active Service Contract;
- (iii) Contractor explicitly abandons the project by notifying Client or Propel Earth that they will not complete the Services;
- (iv) Mediation, arbitration, or court proceedings result in an order, award, or settlement directing refund to Client;
- (v) Contractor's bank or payment account is flagged for fraudulent activity, money laundering, or other illegal conduct by Propel Earth's payment processor, and the payment processor requires reversal of the transaction in compliance with banking regulations or anti-money laundering laws;
- (vi) Contractor is legally prohibited from performing the Services due to licensing requirements, sanctions, export controls, or other legal restrictions that arise after contract formation; or

- (vii) The Service Contract is deemed void, illegal, or unenforceable under applicable law.

Payment Transaction Failures. In the event of payment transaction failures or processing errors:

- (a) Client Payment Method Decline After Escrow Deposit: If Client's payment method is declined or fails after funds have been initially deposited into escrow (e.g., due to chargeback, insufficient funds upon settlement, or payment reversal), Propel Earth shall:
 - (i) Immediately notify both Client and Contractor of the payment failure;
 - (ii) Suspend release of funds to Contractor pending resolution;
 - (iii) Provide Client with five (5) business days to cure the payment failure by providing alternative valid payment method;
 - (iv) If Client cures within five (5) business days, proceed with the Service Contract as normal;
 - (v) If Client fails to cure, treat the transaction as a material breach by Client, refund any already-incurred Platform fees to Contractor, and compensate Contractor for documented work performed prior to payment failure notification, with such compensation to be paid directly by Client outside the Platform or pursued through collections or litigation; and
- (vi) Terminate the Service Contract and remove the uncollectible escrow obligation from Platform records.
- (b) Contractor Payment Receipt Failure: If Contractor's bank account or payment method cannot receive disbursement from escrow (e.g., closed account, frozen account, invalid banking details):
 - (i) Propel Earth shall notify Contractor and request updated payment information within ten (10) business days;
 - (ii) If Contractor provides valid payment information within ten (10) business days, funds shall be disbursed to the updated account;
 - (iii) If Contractor fails to provide valid payment information within thirty (30) calendar days, Propel Earth may return the funds to Client minus Platform fees already assessed; and
 - (iv) Contractor remains entitled to the payment and may claim the funds by providing valid payment information at any time within one hundred eighty (180) days, after which unclaimed funds may be escheated to the appropriate state authority in accordance with abandoned property laws.

Account Fraud, Abuse, and Violations. Upon determination that fraud, abuse, or material violations of these Terms have occurred:

- (a) Contractor Fraud or Abuse: If Propel Earth determines that Contractor has engaged in fraudulent conduct, identity theft, plagiarism, failure to deliver Services, misrepresentation of qualifications, or other material violations:
 - (i) All escrowed funds for pending contracts shall be immediately frozen;
 - (ii) Propel Earth shall investigate and may refund funds to affected Clients;
 - (iii) Platform fees may be retained by Propel Earth to cover investigation and administrative costs;

- (iv) Contractor's Account shall be suspended or terminated; and
 - (v) Contractor shall be prohibited from withdrawing funds or creating new contracts pending completion of investigation.
- (b) Client Fraud or Abuse: If Propel Earth determines that Client has engaged in fraudulent conduct, payment fraud, serial disputes in bad faith, abuse of refund processes, or other material violations:
 - (i) Funds shall be released to Contractor for work performed in good faith;
 - (ii) Client's Account shall be suspended or terminated;
 - (iii) Client shall be prohibited from initiating new contracts or disputes; and
 - (iv) Propel Earth may pursue collection of any Platform fees owed or damages incurred due to Client's fraudulent conduct.
- (c) Mutual Fraud or Collusion: If Propel Earth determines that Client and Contractor have colluded to defraud the Platform, engage in money laundering, evade fees, or otherwise abuse the escrow system:
 - (i) All escrowed funds shall be frozen indefinitely;
 - (ii) Both Accounts shall be immediately terminated;
 - (iii) Propel Earth may retain all escrowed funds to offset losses, investigative costs, and legal fees;
 - (iv) Propel Earth shall report the conduct to appropriate law enforcement and regulatory authorities; and
 - (v) Propel Earth reserves all rights to pursue civil and criminal remedies.

Banking and Payment Processor Directives. Propel Earth shall comply with all lawful directives from its banking partners, payment processors, and card networks, including but not limited to:

- (a) Chargeback and dispute requirements imposed by Visa, Mastercard, American Express, or other card networks;
- (b) Fraud holds, suspicious activity freezes, or transaction reversals required by Stripe, PayPal, or other payment processors;
- (c) Anti-money laundering (AML) and Know Your Customer (KYC) requirements under the Bank Secrecy Act and USA PATRIOT Act;
- (d) Sanctions screening requirements under OFAC and other federal regulations; and
- (e) Consumer protection regulations under the Electronic Fund Transfer Act, Regulation E, and state consumer protection laws.

When payment processor or banking requirements necessitate refund or withholding of funds contrary to the Service Contract terms, Propel Earth shall:

- (i) Notify affected parties of the requirement and legal basis;
- (ii) Comply with the requirement to maintain compliance with payment processing agreements and applicable law;
- (iii) Provide affected parties with documentation of the requirement if permitted by law; and
- (iv) Have no liability to either party for compliance with lawful banking or regulatory directives.

Compliance with Legal Process and Government Orders. Escrowed funds may be withheld, seized, or redirected in compliance with:

- (a) Subpoenas, court orders, or writs of garnishment;
- (b) Tax levies or liens from the IRS or state tax authorities;
- (c) Child support withholding orders;
- (d) Bankruptcy trustee demands;
- (e) OFAC sanctions or asset freezes;
- (f) Law enforcement seizure warrants; or
- (g) Any other valid legal process or government directive.

Propel Earth shall have no liability to either party for compliance with legal process and may deduct reasonable attorneys' fees and administrative costs from escrowed funds before remitting to the government authority or court.

Force Majeure and Service Interruptions. In the event that Propel Earth is unable to process, hold, or disburse escrowed funds due to force majeure events, including but not limited to:

- (a) Payment processor outages, failures, or termination of service;
- (b) Banking system failures or closures;
- (c) Natural disasters, wars, terrorism, or civil unrest;
- (d) Government shutdowns or regulatory actions;
- (e) Cyber attacks, data breaches, or technical failures; or
- (f) Any other event beyond Propel Earth's reasonable control;

Propel Earth's obligations to disburse funds shall be suspended for the duration of the force majeure event, and disbursement timelines shall be extended accordingly. Propel Earth shall use commercially reasonable efforts to resume normal operations and process disbursements as soon as reasonably practicable following resolution of the force majeure event.

Neither party shall have any claim against Propel Earth for delays or failures in fund disbursement caused by force majeure events, provided that Propel Earth uses reasonable efforts to mitigate the impact and resume operations.

Processing and Disbursement Timing. Subject to the conditions above, funds released from escrow shall be processed and disbursed as follows:

- (i) Release to Contractor: Within two (2) to five (5) business days following the triggering release condition, funds shall be transferred to Contractor's designated payment account, minus applicable Platform fees;
- (ii) Refund to Client: Within five (5) to ten (10) business days following the triggering refund condition, funds shall be returned to Client's original payment method, or if unavailable, to an alternative payment method designated by Client; and
- (iii) Partial Distributions: In cases requiring partial payment to Contractor and partial refund to Client (e.g., following dispute resolution), each party's portion shall be disbursed within five (5) business days of the final determination.

These timelines may be extended due to banking holidays, payment processor requirements, fraud reviews, or force majeure events.

Platform as Neutral Party. Propel Earth has no obligation to investigate, verify, or take sides in any dispute. Propel Earth's preliminary determination is offered as a convenience to parties but does not constitute legal advice, a guarantee of outcome, or any representation regarding the merits of either party's position. The legal and contractual dispute remains solely between Client and Contractor. In no event shall the Escrow Agent be liable to any person for punitive, special, indirect or consequential damages of any kind, even if it is advised of the possibility thereof. The parties shall jointly and severally indemnify, defend and hold harmless the Escrow Agent from and against any and all claims that may be asserted against the Escrow Agent by any third parties and any and all liability, loss, cost or expense (including without limitation attorneys' fees in a reasonable amount) that may be incurred by the Escrow Agent as a result of any such claim or otherwise as a result of acting as Escrow Agent hereunder. The obligations of the parties under this Section shall survive termination of this Agreement and distribution of the Escrow Fund. Escrow Agent shall be protected in relying upon the accuracy, acting in reliance upon the contents, and assuming the genuineness of any notice, demand, certificate, signature, instrument or other document which is given to Escrow Agent without verifying the truth or accuracy of any such notice, demand, certificate, signature, instrument or other document.

Default Payment Method. For ordinary charges, Propel.Earth will first attempt to charge the Service Professional's default payment method. In the event that Propel.Earth is unable to charge that payment method for any reason--including but not limited to exceeding a payment method's credit limit, payment method cancellation, a payment method being out of date, or payment method details being incorrect--you agree that Propel.Earth may charge any other payment method associated with your account and take any other action to collect payment from you. If your payment details change, your card provider may provide us with updated card details. We may use these new details in order to help prevent any interruption to the Services. If Propel.Earth is unable to charge the default payment method, Propel.Earth may attempt to charge any other payment methods associated with your Account in any order.

You agree to pay all applicable Fees or charges based on the Fee and billing terms then in effect, regardless of whether you have an active Account. Charges will be made to the payment method designated at the time you accrue a Fee. If you do not pay on time or if Propel.Earth cannot charge a payment method for any reason, Propel.Earth reserves all rights permissible under law to recover payment plus all costs and expenses incurred, including reasonable attorneys' fees, in our pursuit of payment. If any Fee is not paid in a timely manner, or we are unable to process your transaction using the payment method provided, we reserve the right to terminate or suspend your Account.

You explicitly agree that all communication in relation to delinquent accounts or Fees due will be made by electronic mail or by phone. You agree that all notices, disclosures, and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing. You agree that you have the ability to store such electronic communications such that they remain accessible to you in an unchanged form. You agree to

keep your contact information current, including but not limited to your email address and phone number. Such communication may be made by Propel.Earth or by anyone on our behalf, including but not limited to a third-party collection agent.

If we cancel your Account for violation of these Terms or if you cancel your Account at any time, your funds will automatically expire and you will not receive any refund of any amounts that may be owned to you by Propel.Earth, and you will no longer be able to redeem any unused credits, including those credits from a Prepaid Package or from a Promotion, as applicable. If you have a balance due on your Account, you agree that Propel.Earth may charge such unpaid Fees to your default payment method, or if that payment method fails, any back-up payment method saved to your Account, or otherwise bill you for such unpaid Fees.

9.8. Tax Responsibilities

Tax Responsibility. Payments required by these Terms may be stated exclusive of all taxes, duties, levies, imposts, fines or similar governmental assessments, including sales and use taxes, value-added taxes, goods and services taxes, excise, business, service, and similar transactional taxes imposed by any jurisdiction and the interest and penalties thereon (collectively, 'Taxes').

Contractor Tax Obligations. Contractors are solely responsible for determining, reporting, and paying all Taxes applicable to payments received through the Platform, including but not limited to income taxes, self-employment taxes, sales taxes, value-added taxes (VAT), goods and services taxes (GST), and any other taxes imposed by federal, state, local, or foreign jurisdictions. Contractors acknowledge that they are independent contractors and that Propel Earth does not withhold taxes from payments to Contractors except as required by law or as described below.

Platform Tax Collection. Propel Earth may, in its sole discretion, collect certain Taxes from Users in connection with the purchase of, payment for, access to, facilitation of, or use of Services through the Platform. Propel Earth uses Stripe Tax for automated tax calculation and collection on transactions processed through Stripe Connect accounts. Where Propel Earth collects Taxes, charges will be inclusive of such Taxes, and collected Taxes will be remitted to the appropriate tax authorities in accordance with applicable law.

Contractor Responsibility Despite Platform Collection. Even where Propel Earth collects and remits certain Taxes on transactions processed through the Platform, Contractors remain solely responsible for:

- (a) Determining their own tax reporting obligations in their jurisdiction of residence and any jurisdiction where they provide Services;
- (b) Filing all required tax returns and reports with appropriate tax authorities;
- (c) Paying any additional Taxes not collected by Propel Earth, including income taxes, self-employment taxes, and taxes in jurisdictions where Propel Earth does not collect Taxes;

- (d) Maintaining accurate records of all income received through the Platform;
- (e) Consulting with qualified tax advisers regarding their tax obligations;
- (f) Complying with all tax laws applicable to their business operations.

Tax Jurisdiction Determination. You hereby confirm that Propel Earth may determine your appropriate jurisdiction for tax purposes based on information you provide, your location, the location where Services are provided, applicable tax laws, or any other method Propel Earth deems appropriate or as required by law. You agree to provide accurate information regarding your tax residence and business location, and to update such information promptly if it changes.

Payment of Collected Taxes. When Propel Earth includes a charge for Taxes on any invoice or transaction, you agree to pay such Taxes as part of the total amount due. Failure to pay Taxes charged by Propel Earth may result in suspension or termination of your Account and may be treated as nonpayment under these Terms.

International Transactions. For cross-border transactions, Contractors and Clients acknowledge that additional Taxes may apply, including withholding taxes, VAT/GST, customs duties, or other taxes imposed by the jurisdictions involved. Propel Earth does not provide guidance on cross-border tax obligations, and Users are solely responsible for understanding and complying with all applicable international tax requirements.

No Tax Advice. Propel Earth cannot and does not offer specific tax advice to Contractors, Clients, or any Users. The information provided on the Platform regarding Taxes is general in nature and should not be relied upon as tax advice. You are solely responsible for determining your own tax obligations in consultation with qualified tax advisers. Propel Earth makes no representations or warranties regarding the accuracy or completeness of any tax-related information provided on the Platform.

Tax Documentation. Contractors may be required to provide tax documentation, including but not limited to IRS Form W-9 (for U.S. persons) or Form W-8 (for non-U.S. persons), or equivalent documentation required by other jurisdictions, before receiving payments through the Platform. Failure to provide required tax documentation may result in withholding of payments or suspension of Account access.

Changes in Tax Laws. Tax laws and regulations change frequently and vary by jurisdiction. Propel Earth reserves the right to modify its tax collection practices, implement new tax collection procedures, or cease collecting certain Taxes as required or permitted by changes in applicable law. Propel Earth will provide notice of material changes to tax collection practices when practicable, but is not obligated to provide advance notice of tax law compliance changes.

Indemnification for Tax Matters. Contractors agree to indemnify and hold harmless Propel Earth from any claims, liabilities, penalties, or assessments arising from Contractor's failure to properly report, withhold, collect, or pay Taxes for which Contractor is responsible, including any claims by tax authorities that Contractor should have been classified as an employee rather than an independent contractor for tax purposes.

10. INTERNATIONAL PROVISIONS

10.1 Non-U.S. Contractor Terms

If you are a contractor, consultant, service provider, or other non-employee worker performing Services for Propel.Earth (or for a User through the Platform) from outside the United States, you acknowledge and agree that you remain solely responsible for understanding and complying with the laws and requirements that apply to you in the country, state, province, or locality in which you perform the Services. Without limiting the foregoing, you represent and warrant that you have all required rights, registrations, permits, professional authorizations, and work permissions necessary to perform the Services in the location where you perform them, and that your performance of the Services does not violate any applicable employment, immigration, licensing, contractor registration, or tax laws.

You further acknowledge and agree that your relationship with Propel.Earth is that of an independent contractor, and that nothing in these Terms, any Task, any Project, any Services retainer, any Prepaid Package, or any communication or workflow on the Platform will be construed as creating an employment relationship, a partnership, a joint venture, an agency relationship, or a fiduciary relationship between you and Propel.Earth. You are solely responsible for your own equipment, workspace, methods of work, scheduling, and business operations, and you are solely responsible for any obligations that would apply to you as a self-employed person or independent contractor, including without limitation the payment of any taxes, social contributions, pension obligations, insurance premiums, unemployment contributions, or similar statutory or contractual obligations.

To the extent that any law in your jurisdiction requires classification, reporting, or registration related to independent contractor work, you agree that you are responsible for completing such requirements, and you agree to provide Propel.Earth with reasonable documentation requested to confirm your compliance, including invoices that satisfy local requirements, tax forms, residency certificates, or other documentation reasonably necessary for payment processing, tax reporting, or audit purposes. Propel.Earth may withhold payment, delay payment, suspend access, or terminate a Task where Propel.Earth reasonably determines that such action is necessary to comply with applicable law, payment network rules, sanctions, export control restrictions, or compliance screening by Stripe, banks, card networks, or other payment intermediaries. You agree that you will not access or use the Platform, provide Services, or receive payments in violation of applicable sanctions, export controls, trade restrictions, or similar laws.

10.2 Cross-Border Payment Terms

You acknowledge and agree that cross-border payments, including payments to or from Users or contractors located outside the United States, may be processed through third parties (including Stripe, banks, payment method issuers, card networks, and other payment intermediaries) and may be subject to additional processing steps, compliance screening,

banking rules, settlement timing, currency conversion, and intermediary fees. Propel.Earth does not control the policies or actions of payment intermediaries, and Propel.Earth is not responsible for delays, failed transfers, rejected transfers, returned payments, or other payment disruptions caused by inaccurate account information, incorrect routing information, bank restrictions, compliance screening, foreign exchange settlement timing, or the policies of payment intermediaries.

Where a currency conversion is required or applied, you acknowledge that the exchange rate, the timing of conversion, and any applicable spread, markup, or fee may be determined by the relevant payment intermediary rather than Propel.Earth. If you choose to pay using a Payment Method that applies foreign transaction fees, cross-border processing fees, or currency conversion charges, you are solely responsible for those fees. If you choose to receive payment in a currency that differs from the currency of the underlying charge or settlement, you acknowledge that the amount you receive may be affected by exchange rates and intermediary fees.

Unless otherwise expressly stated in writing by Propel.Earth, you are responsible for any bank fees, wire fees, intermediary bank fees, correspondent bank fees, or similar charges imposed by your bank or payment intermediary in connection with payments to or from you. If any such fees are deducted from a payment, you remain responsible for ensuring that the full amount due is paid, and Propel.Earth may treat a short payment resulting from such deductions as an unpaid balance. If a payment is returned or reversed due to incorrect payment details or bank rejections, Propel.Earth may require corrected details before re-initiating payment, and Propel.Earth may require additional verification to prevent fraud, unauthorized activity, or payment abuse.

10.3 VAT, GST, and Similar Taxes

Propel.Earth may provide Services to Users and contractors in multiple jurisdictions, and taxes may apply depending on the location of the User, the location of the contractor, the nature of the Services, and the applicable rules of the jurisdiction. Unless expressly stated otherwise, all fees, prices, subscription charges, and service charges are exclusive of any value added tax (VAT), goods and services tax (GST), sales tax, use tax, excise tax, digital services taxes, or similar transaction-based taxes, duties, levies, or governmental assessments (collectively, 'Transaction Taxes'). You are responsible for all Transaction Taxes associated with your purchase, subscription, receipt, or use of the Services, except for taxes based on Propel.Earth's net income.

If Propel.Earth is required by applicable law to collect, report, or remit Transaction Taxes, Propel.Earth may charge you for such Transaction Taxes in addition to the fees otherwise owed, and you agree to pay such amounts. Where permitted by law, Propel.Earth may determine Transaction Taxes based on the billing address you provide, the location information associated with your Payment Method, or other jurisdictional indicators. You agree to provide accurate and complete tax-related information, including your legal name, address, and any

VAT or GST registration numbers where applicable, and you agree to promptly update such information if it changes.

If you claim an exemption from Transaction Taxes, you must provide Propel.Earth with valid exemption documentation before your purchase is completed or within a reasonable time thereafter if required by law. If you do not provide valid documentation, or if the documentation is rejected by the relevant authority, you remain responsible for the applicable taxes. If any payment to Propel.Earth is subject to withholding taxes under applicable law, Propel.Earth may withhold and remit the required amounts to the applicable tax authority, and Propel.Earth may request documentation reasonably necessary to support withholding treatment. Unless Propel.Earth expressly agrees in writing to a gross-up arrangement, amounts owed will be paid net of any legally required withholding, and you remain responsible for your own tax obligations arising from your use of the Services or receipt of payments.

10.4 International Arbitration and Cross-Border Disputes

The Services are offered internationally and may be accessed from jurisdictions outside the United States. You acknowledge that disputes may involve cross-border performance, cross-border payments, cross-border data processing, or parties located in different countries. Except where prohibited by applicable law, any dispute resolution procedures described in these Terms, including arbitration provisions, will apply to international Users and contractors.

If you are residing outside the United States at the time a dispute is initiated, or if Propel.Earth reasonably determines that a dispute primarily concerns cross-border performance or cross-border payment processing, arbitration may be initiated in the State of New York, United States, unless the parties otherwise agree in writing. The language of any arbitration will be English unless otherwise required by applicable law or mutually agreed by the parties. Judgment on an arbitration award may be entered in any court of competent jurisdiction, and either party may seek interim or injunctive relief in a court of competent jurisdiction to protect its rights pending arbitration, including without limitation to prevent misuse of confidential information, unauthorized access, or infringement of intellectual property, without waiving arbitration.

To the maximum extent permitted by law, the United Nations Convention on Contracts for the International Sale of Goods does not apply to these Terms or to any Services provided under these Terms. Nothing in this section limits Propel.Earth's ability to comply with lawful requests, legal process, or regulatory requirements in any jurisdiction.

10.5 GDPR and International Data Protection

Propel.Earth may process personal data in connection with providing the Platform and Services, including personal data submitted by Users, uploaded to the Platform, or accessed by contractors in the course of performing Services. Where applicable data protection laws apply, including the EU General Data Protection Regulation and the UK GDPR (collectively, 'GDPR'), Propel.Earth will process personal data in accordance with applicable law and, where relevant,

in accordance with Propel.Earth's Privacy Policy and any Data Processing Agreement or similar addendum that is incorporated into these Terms.

Depending on the nature of the Services, Propel.Earth may act as a controller, processor, or similar role recognized under applicable law. If Propel.Earth processes personal data on behalf of a User in a processor role, the parties agree that such processing will be subject to additional data processing terms, including appropriate safeguards, instructions, and security measures, which may be set forth in a Data Processing Agreement that is incorporated by reference or made available upon request. Where required by law for cross-border transfers of personal data, the parties agree to implement an appropriate transfer mechanism, such as standard contractual clauses, an adequacy decision, or another lawful mechanism recognized under applicable law.

Propel.Earth may use subprocessors to provide the Services. Where required, Propel.Earth will provide information about subprocessors or will provide notice and an opportunity to object as set forth in the applicable Data Processing Agreement. Contractors who access personal data through the Platform agree to process such personal data only as necessary to perform authorized Services, to keep such personal data confidential, to implement reasonable safeguards, and to promptly notify Propel.Earth of any suspected security incident involving personal data accessed through the Platform. Propel.Earth may suspend access, restrict functionality, or terminate a Task where Propel.Earth reasonably believes such action is necessary to protect personal data, comply with applicable law, or respond to suspected unauthorized access, misuse, or fraud.

10.6 Jurisdictional Availability and Compliance Limitations

You acknowledge that the Platform, Promotions, payment methods, and certain Services may not be available in all jurisdictions, and eligibility for certain features may vary by location. Propel.Earth may restrict, suspend, modify, or discontinue access to the Platform, Promotions, payment methods, or Services in certain countries or regions where required to comply with applicable law, sanctions, export control restrictions, payment network rules, or operational requirements, including where compliance screening by payment intermediaries requires limitations. Any such restrictions may be implemented without liability to you to the maximum extent permitted by law.

11. TRACKING COMMUNICATIONS

Purpose of Communication Monitoring. In order to ensure appropriate charging of Fees, compliance with these Terms, formation and recordkeeping of Service Contracts, and prevention of fraud or misconduct, Propel Earth may track, monitor, and record all communications between Clients and Contractors that occur through the Platform or through features and services provided by Propel Earth (including but not limited to Propel Earth Messenger, phone calls, SMS text messages, video calls, file transfers, or any other communication means), whether initiated by a Client or Contractor, at all times to the extent permitted by applicable law.

Methods of Communication Tracking. In order to track such communications, Propel Earth may:

- (a) Obscure, mask, or replace User contact information in User profiles with platform-controlled contact information that will forward to the User;
- (b) Route all communications through Propel Earth's systems to enable monitoring and recordkeeping;
- (c) Record, store, and analyze the content, metadata, and frequency of communications;
- (d) Use automated systems to detect keywords, patterns, or behaviors that may indicate fraud, misconduct, or Terms violations; or
- (e) Take any other steps reasonably calculated to track the occurrence and content of such communications.

Consent to Monitoring and Recording. Except as otherwise prohibited by applicable law, you agree that Propel Earth may monitor and record communications between you and other Users, including telephone conversations, electronic messages, electronic records, video calls, or other data transmissions, without your approval or further notice to you. By using the Platform, you expressly consent to such monitoring and recording.

Use of Monitored Communications. Information collected through communication monitoring may be used by Propel Earth for the following purposes:

- (a) Verifying formation of Service Contracts and maintaining records thereof;
- (b) Detecting and preventing fraud, abuse, or violations of these Terms;
- (c) Ensuring proper assessment and collection of Platform fees;
- (d) Resolving disputes between Users regarding Service Contract terms or performance;
- (e) Responding to legal process, law enforcement requests, or regulatory inquiries;
- (f) Improving Platform features, safety, and User experience;
- (g) Training and quality assurance purposes; or
- (h) Any other purpose disclosed to you at the time of communication or as required or permitted by law.

No Obligation to Monitor. Propel Earth has the right but not the obligation to monitor and review communications content. Propel Earth's monitoring of some communications does not create any obligation to monitor all communications or to detect all violations of these Terms.

Acceptable Use of Communications. You agree that you are independently responsible for complying with all applicable laws in all of your communications and activities through the Platform, regardless of the purpose of the communication.

Prohibited Communications and Conduct. You are expressly prohibited from using the Platform or Platform communication features for communications or activities that:

- (a) Violate any law, statute, ordinance, or regulation;
- (b) Promote hate, violence, racial intolerance, discrimination, or the financial exploitation of a crime;
- (c) Defame, abuse, harass, stalk, threaten, or otherwise violate the legal rights (such as rights of privacy and publicity) of others;
- (d) Include any language or images that are bigoted, hateful, racially offensive, vulgar, obscene, indecent, discourteous, or sexually explicit;
- (e) Infringe or violate any copyright, trademark, trade secret, right of publicity or privacy, or any other proprietary right under the laws of any jurisdiction;
- (f) Are fraudulent or involve misrepresentation, impersonation, counterfeit goods, or stolen items;
- (g) Constitute spam, unsolicited commercial messages, chain letters, or pyramid schemes;
- (h) Facilitate any viruses, trojan horses, worms, malware, or other computer programming routines that may damage, detrimentally interfere with, surreptitiously intercept, or expropriate any system, data, or information;
- (i) Impose an unreasonable or disproportionately large load on Propel Earth's infrastructure;
- (j) Attempt to gain unauthorized access to other Users' accounts, Propel Earth's systems, or any computer systems or networks;
- (k) Interfere with or disrupt the Platform, servers, or networks connected to the Platform;
- (l) Solicit or attempt to solicit other Users to transact outside the Platform in order to avoid Platform fees (fee circumvention);
- (m) Share or request contact information for the purpose of conducting Services outside the Platform;
- (n) Create false or misleading information about Services, qualifications, or identity;
- (o) Manipulate reviews, ratings, or feedback; or
- (p) Engage in any other conduct that, in Propel Earth's sole discretion, is deemed harmful to other Users, Propel Earth, or the Platform's integrity.

Consequences of Violations. Violation of this Acceptable Use Policy may result in:

- (a) Removal or restriction of communication privileges;
- (b) Warning notices;
- (c) Suspension or termination of Account;
- (d) Withholding of payments or refunds;

- (e) Assessment of penalty fees;
- (f) Reporting to law enforcement or regulatory authorities; or
- (g) Legal action to recover damages and costs.

Compliance with Privacy Laws and Regulations. Propel Earth's monitoring and recording of communications shall be conducted in compliance with applicable privacy laws and regulations, including but not limited to:

- (a) General Data Protection Regulation (GDPR) for Users in the European Economic Area;
- (b) California Consumer Privacy Act (CCPA) for Users in California;
- (c) Electronic Communications Privacy Act (ECPA) and related federal wiretap laws;
- (d) State-specific recording consent laws requiring one-party or all-party consent;
- (e) Children's Online Privacy Protection Act (COPPA) prohibiting use by children under 13; and
- (f) Any other applicable data protection, privacy, or communications laws.

Data Subject Rights. Users located in jurisdictions with data protection rights (such as the EU under GDPR) may have the right to access, correct, delete, or restrict processing of their personal data, including communications data. For information on exercising these rights, please see Propel Earth's Privacy Policy.

Cooperation with Authorities. Propel Earth may disclose monitored communications to law enforcement, regulatory authorities, or other governmental agencies when required by law, legal process, or when Propel Earth believes in good faith that disclosure is necessary to:

- (a) Comply with legal obligations or respond to lawful requests;
- (b) Protect the rights, property, or safety of Propel Earth, its Users, or the public;
- (c) Detect, prevent, or address fraud, security, or technical issues; or
- (d) Enforce these Terms or investigate potential violations.

Data Retention. Communications data may be retained for as long as necessary to fulfill the purposes described in this Section, comply with legal obligations, resolve disputes, and enforce agreements. Specific retention periods are detailed in Propel Earth's Privacy Policy.

Third-Party Service Providers. Propel Earth may use third-party service providers (including cloud hosting providers, communication platforms, analytics services, and fraud detection services) to facilitate communication monitoring and recordkeeping. These providers may have access to communications data solely for the purpose of providing services to Propel Earth and are bound by confidentiality obligations.

No Guarantee of Detection. Propel Earth's monitoring and enforcement of this Acceptable Use Policy does not guarantee that all violations will be detected or prevented. Users acknowledge that Propel Earth cannot monitor all communications in real-time and that use of the Platform involves risks of encountering prohibited content or conduct.

12A. COOKIES, TRACKING TECHNOLOGIES, AND ANALYTICS

12A.1. Types of Technologies

Propel Earth may use cookies, pixel tags, web beacons, local storage, session storage, device fingerprinting, and similar tracking technologies (collectively, "Tracking Technologies") in connection with the Platform. Tracking Technologies may be used to maintain session state, enable Platform functionality, prevent fraud, and for other purposes described in this Section and in Propel Earth's Privacy Policy.

12A.2. Current Analytics Practices

As of the Effective Date, Propel Earth does not currently use third-party analytics platforms or advertising networks on the Platform. Propel Earth reserves the right to implement analytics or advertising technologies in the future, subject to notice to Users as described below and in accordance with applicable law.

12A.3. Third-Party Tracking

The Platform may incorporate third-party components, including payment processors and embedded content providers, that independently deploy Tracking Technologies subject to their own privacy policies. Propel Earth does not control and is not responsible for third-party tracking practices. Users who interact with third-party components do so subject to those third parties' terms and privacy policies.

12A.4. User Controls and Opt-Out

Most web browsers provide controls to restrict or delete cookies. You may configure your browser to refuse all cookies or to alert you when cookies are being sent; however, disabling cookies may affect the availability or functionality of certain Platform features. Propel Earth will honor opt-out signals required by applicable law, including the Global Privacy Control (GPC) where required under the California Consumer Privacy Act (CCPA/CPRA) and similar state laws.

12A.5. Do Not Track

Propel Earth does not currently respond to browser-initiated Do Not Track (DNT) signals. If Propel Earth's practices change, this Section will be updated accordingly. Users in jurisdictions that mandate platform responses to specific opt-out signals (e.g., California's opt-out of sale or sharing under CCPA/CPRA) may exercise those rights through the mechanisms described in Propel Earth's Privacy Policy.

12A.6. Changes to Tracking Practices

Propel Earth will provide notice to Users before materially changing its use of Tracking Technologies where required by applicable law. Continued use of the Platform following notice of material changes constitutes acceptance of such changes, subject to any opt-out rights available under applicable law.

12B. ACCESSIBILITY, CALIFORNIA SHINE THE LIGHT, AND STATE PRIVACY RIGHTS

12B.1. ADA Website Accessibility

Propel Earth is committed to ensuring that the Platform is accessible to individuals with disabilities in accordance with Title III of the Americans with Disabilities Act (ADA) and applicable state equivalents, including the Unruh Civil Rights Act (California Civil Code Section 51). Propel Earth endeavors to conform to the Web Content Accessibility Guidelines (WCAG) 2.1 Level AA as published by the World Wide Web Consortium (W3C). If you experience accessibility barriers on the Platform, please contact us at support@propel.earth with the subject line 'Accessibility' so that we may investigate and work to address the issue. Propel Earth will not retaliate against any User for raising an accessibility concern in good faith.

12B.2. Accessibility Accommodation Requests

Users who require an accessibility accommodation to use the Platform or access Platform services may contact Propel Earth at support@propel.earth. Propel Earth will make reasonable efforts to provide an effective alternative means of access for Users who cannot use the Platform due to a disability, where required by applicable law.

12B.3. California Shine the Light (Cal. Civ. Code Section 1798.83)

California residents have the right, once per calendar year, to request disclosure of the categories of personal information Propel Earth has disclosed to third parties for those third parties' direct marketing purposes during the prior calendar year, along with the names and addresses of those third parties, if applicable. As of the Effective Date, Propel Earth does not disclose personal information to third parties for their direct marketing purposes. If our practices change, California residents may submit a request by emailing support@propel.earth with the subject line 'Shine the Light Request,' including your name, mailing address, and email address. Propel Earth will respond within 30 days as required by applicable law.

12B.4. California Consumer Privacy Act (CCPA/CPRA)

California residents have additional rights regarding their personal information under the California Consumer Privacy Act, as amended by the California Privacy Rights Act (CCPA/CPRA), including rights to know, delete, correct, opt out of sale or sharing, and limit use of sensitive personal information. For a full description of rights and how to exercise them, please refer to Propel Earth's Privacy Policy. Propel Earth will not discriminate against Users who exercise their CCPA/CPRA rights.

12B.5. Other State Privacy Rights

Users in states with enacted comprehensive consumer privacy laws (including but not limited to Virginia, Colorado, Connecticut, Utah, and Texas) may have rights regarding their personal information similar to those described above. Propel Earth will honor legally required privacy rights for residents of applicable states in accordance with Propel Earth's Privacy Policy and applicable law.

12. SUBSCRIPTIONS

Propel.Earth may offer additional, subscription-based, online services to certain Consumers ('Subscription Services'). Please note that such Subscription Services, if applicable and made available to you by Propel.Earth, will be subject to additional terms and conditions. We encourage you to review such additional terms and conditions prior to signing up to any such Subscription Services.

Automatic renewal. Subscription Services, where made available to you by Propel.Earth, may be subject to automatically renewing subscription terms. Where applicable, at the end of your Subscription Service subscription, your subscription will automatically renew for periods of the same length as your original subscription. You can opt-out pursuant to the methods and procedures set forth in the applicable Subscription Service terms and conditions. Contact Propel.Earth customer service for further information or support. Such automatic renewal (s) will result in an automatic charges of the Fee (as such Fee may be modified as provided above) using the payment method on file for your Account. Such renewal payment will take place on or about your renewal date. Your subscription will continue and your payment method will be charged until you cancel the subscription, which you may do at any time via the methods set forth in the applicable Subscription Service terms and conditions. We may change subscription fees or introduce new fees by providing notice (for example, by email or within your account) at least 30 days before the change takes effect. Unless required by law to take effect sooner, price changes apply at the start of your next billing period or renewal term after the notice period. Propel.Earth reserves the right to modify prices and fees at any time; however, changes will not take effect until the **next renewal** of your Subscription Term (for monthly subscriptions, the **next monthly renewal date**) and will not take effect during any **prepaid or committed Services retainer period**. Any updated renewal pricing will apply only upon renewal of the applicable Subscription Term.

You may cancel your subscription at any time through your account's billing settings (managed via Stripe Checkout/Customer Portal) or by contacting us at the contact information listed below. To avoid being charged for the next monthly subscription period, you must submit your cancellation request **before the start of the next billing period**.

Effective date of cancellation. Cancellation becomes effective at the **end of your then-current billing period** after Stripe processes the cancellation. You will continue to have access through the end of the current paid period unless we terminate earlier as permitted below.

Failed payment; termination. If we are unable to charge your selected payment method through Stripe when due (including after any retries or grace period we may allow), we may **suspend or terminate** your subscription and access to the site and services **immediately and without notice**.

No refunds or proration. Subscription fees are **non-refundable** and **not prorated** for partial periods, unused time, or canceled/terminated access, except where required by applicable law or as expressly stated in a written refund policy.

Unpaid balances; rewards. You remain responsible for any **unpaid amounts** owed through the effective cancellation or termination date. If you cancel, you may forfeit any promotional benefits, credits, discounts, or rewards associated with your subscription, as described at sign-up or in your account.

Effect of termination; data retention. After termination, you may no longer be able to access some or all services, content, or features. We recommend you **retain your own copies** of any materials or outputs you may need, as we are not responsible for providing access after cancellation or termination, except as required by law. **Chargebacks and Refunds.** For disputes related to chargebacks, unauthorised payments and refunds, please contact your Payment Method Issuer or Third Party Supplier. You should consult the terms and conditions governing your Payment Method and your relationship with the Third Party Supplier for more information about any chargeback or refund procedures.

13. PROPEL.EARTH PROMOTIONS

You may receive certain offers from Propel.Earth ('Promotions'), including but not limited to discounted or free services, discounts on or credits towards payments made for Services, and discounts or credits in relation to referrals. Any Promotions are offered at Propel.Earth's discretion, expire in accordance with the stated terms of the particular Promotion, and may be revoked at any time and for any reason. Promotions are not redeemable for cash unless otherwise required by law. Note that any attempt (as determined by Propel.Earth in its sole discretion) to game, fraud, or in any way circumvent terms of a promotion is grounds for revocation, including but not limited to providing false information or utilizing multiple User accounts.

You are only eligible for any benefits described in the Promotion if (a) you received a communication directly from Propel.Earth offering you that Promotion, (b) you satisfy all the requirements identified in that communication and such Promotion's applicable, additional terms and conditions; and (c) you maintain an Account in good standing with Propel.Earth. We may condition receipt of a benefit described in a Promotion in any manner we see appropriate, including limiting eligibility to a subset of Users, to specific categories, or to certain dates. To be eligible for a benefit described in a Promotion, you may need to take a specific action (including but not limited to signing up for a service) or make a payment for specific services. Except where otherwise noted, Promotions are for one-time use only and cannot be stacked (i.e. a User may only use one Promotion per project).

Any benefits from participating in the Promotion, requirements of accepting the offer, and any other conditions to receive any benefit described in the Promotion will be disclosed to you pursuant to the applicable Promotion's terms and conditions. Benefits of any Promotion are only available and can only be used during the applicable Promotion period, as stated in the applicable terms and conditions. Notwithstanding anything to the contrary, Propel.Earth may revoke a benefit if we believe that you have not satisfied the Promotion requirements, including maintaining an Account in good standing.

Some Promotions may be structured as sweepstakes or other chance-based promotions ('Sweepstakes'). **No purchase or payment is necessary to enter or win a Sweepstakes**, and a purchase or payment will not increase the chances of winning. Any Sweepstakes will be governed by **separate official rules** that will describe eligibility, entry methods (including any free alternate method of entry), prize descriptions and approximate retail value, odds, entry deadlines, winner selection, and any additional restrictions. **Void where prohibited**. Propel.Earth may **exclude residents of certain jurisdictions** from a Sweepstakes or impose additional requirements where necessary to comply with applicable law, including registration, bonding, or prize safeguarding requirements.

State Law Compliance. Where required by applicable law, Propel.Earth will register, bond, file, or otherwise administer a Sweepstakes in accordance with state requirements, and may modify, suspend, or cancel a Sweepstakes (including limiting eligibility by state) to comply with such requirements.

Referral Disclosures. If you share a referral link, code, or other Promotion in exchange for a benefit (credits, discounts, or anything of value), you agree to **clearly and conspicuously disclose** that you may receive a benefit for the referral, and you will not make misleading statements about Propel.Earth or the Services.

Enforcement. Propel.Earth may withhold, deny, or revoke any Promotion benefit, and may suspend or terminate Accounts, where we reasonably believe a User has attempted to manipulate eligibility, entry, redemption, or credits (including through multiple accounts, false information, automated scripts, or other abusive conduct). Any such Promotions will be subject to additional terms and conditions.

14. INTELLECTUAL PROPERTY RIGHTS

Propel.Earth Content is protected by copyright, trademark, patent, and other laws of the United States, foreign countries, and international conventions. Except as expressly provided in these Terms, Propel.Earth and our licensors exclusively own all right, title, and interest in and to the Platform and Propel.Earth Content, including all associated intellectual property rights. All trademarks, service marks, logos, trade names and any other proprietary designations of Propel.Earth used herein are trademarks or registered trademarks of Propel.Earth. No licenses, express or implied, are granted by Propel.Earth to you under any patent, copyright, trademark, trade secret, or other intellectual property right of Propel.Earth and all such rights are reserved and retained by Propel.Earth. ALL RIGHTS RESERVED.

Any other trademarks, service marks, logos, trade names and any other proprietary designations are the trademarks or registered trademarks of their respective owners. Any unauthorized use of the materials appearing on the Platform may violate copyright, trademark and other applicable laws and could result in criminal or civil penalties. All work product, deliverables, and related materials that are produced, created, authored, developed, configured, or modified by a contractor or service provider in connection with performing services through or for Propel.Earth (including records, files, documents, plans, data sets, designs, reports, specifications, code, computer disks, magnetic or digital media, and other materials in any form) ('Work Product') will be allocated as follows:

1. **User-owned Work Product upon payment.** To the extent a specific task, order, statement of work, retainer, or similar engagement (each, a 'Task') identifies Work Product to be delivered to a User as part of the paid scope (the 'Deliverables'), then **upon completion of the Task and full payment of all amounts owed for that Task**, the Deliverables will be and remain the property of the User, and the contractor will execute and assist with any acts reasonably necessary to effect or perfect that transfer of ownership, at the User's reasonable expense.
2. **Contractor-retained Work Product outside scope or not assigned.** Work Product that is **not** identified as Deliverables for a paid Task, or that is created outside the reasonable scope of the Task, or that is not expressly assigned to the User under the applicable Task terms, **remains the property of the contractor** (including the contractor's pre-existing materials, tools, libraries, methods, know-how, and generic components), subject only to any limited licenses that are expressly granted in the applicable Task terms or that are necessary for the User to use the Deliverables as delivered.
3. **Delivery obligation.** Upon written notice from Propel.Earth or the applicable User during the term of the Task or upon termination or cancellation of the Task, the contractor will **promptly deliver** to the User (or to Propel.Earth on the User's behalf) the then-existing copies of the Deliverables (and, where applicable, any Work Product that the Task terms require to be delivered), in the form and manner reasonably requested.
4. **Risk of alteration or reuse.** Where a Deliverable is provided for a specific Task, the parties acknowledge that the Deliverable is intended for that Task as described. **Any**

alteration of a Deliverable by the User (or any use outside the scope of the Task) is at the User's sole risk, except to the extent prohibited by applicable law.

Work Made for Hire; Assignment. To the extent permitted by law, Deliverables created at the User's instance and expense are intended to be "works made for hire"; if any Deliverable does not qualify, the contractor hereby assigns to the User all right, title, and interest in the copyrights and other IP embodied in that Deliverable.

Propel.Earth Products; Reservation of Rights. As between Propel.Earth and any User or contractor, and except for rights specifically and expressly granted under the applicable Task terms, Propel.Earth (and its affiliates and licensors) retains all right, title, and interest in and to the Propel.Earth platform, products, services, templates, workflows, underlying software, documentation, marks, and all intellectual property rights therein. Nothing in any Task or these terms will be construed as granting any rights, by license or otherwise, to any Propel.Earth products or marks except as expressly set forth in the applicable Task terms.

Propel.Earth retains all residual rights not expressly granted, including generalized ideas, concepts, know-how, and techniques developed in the course of providing the platform, excluding the User's Deliverables. By sending us any Feedback you represent and warrant:

- (a) that you have the right to disclose the Feedback,
 - (b) that the Feedback does not violate the rights of any other person or entity, and
 - (c) that your Feedback does not contain the confidential or proprietary information of any third-party. By sending us any Feedback, you further
 - (i) agree that we are under no obligation of confidentiality, express or implied, with respect to the Feedback,
 - (ii) acknowledge that we may have something similar to the Feedback already under consideration or in development,
 - (iii) grant us an irrevocable, non-exclusive, royalty-free, perpetual, worldwide license to use, modify, prepare derivative works, publish, distribute and sublicense the Feedback, and
 - (iv) irrevocably waive, and cause to be waived, against Propel.Earth and our Users any claims and assertions of any moral rights contained in such Feedback.
- If you choose to submit Feedback, you agree that we are free to use it without any restriction or compensation to you. This Feedback section will survive any termination or expiration of these Terms, your Account, or the Platform.

15. SANCTIONS FOR VIOLATIONS OF THESE TERMS

Without limiting any other rights or remedies, Propel.Earth may, in our sole discretion, take any action permitted by applicable law in response to any actual or suspected violation of these Terms or any other policy or agreement between you and Propel.Earth, or any conduct that we believe, in our sole discretion, may create risk, legal exposure, or harm to Propel.Earth, any User, or any third party. Such actions may be taken with or without prior notice to you, and may include, without limitation:

- removing, deleting, disabling access to, restricting the visibility of, or refusing to display any User Content, profile information, listings, messages, reviews, or other materials you posted or submitted;
- limiting, suspending, or terminating your Account or your access to all or part of the Platform, including placing restrictions on particular features, communications, or posting capabilities;
- reducing, suppressing, demoting, or otherwise decreasing your status, reputation indicators, ranking, or search placement, including the cancellation, suppression, or removal of quotes, bids, postings, listings, or promotional placements;
- blocking access to the Platform from certain accounts, email addresses, domains, IP addresses, devices, payment instruments, or other identifiers, and implementing technical or operational measures designed to prevent further access or use;
- requiring you to forfeit certain funds, amounts, fees, credits, incentives, or other sums (including by way of setoff against amounts processed, payable, or held by Propel.Earth in connection with your use of the Platform), and/or withholding, delaying, freezing, reversing, clawing back, or otherwise adjusting amounts in order to address suspected misuse, chargebacks, fraud, policy violations, or other risks, to the extent permitted by law;
- assessing monetary penalties, costs, administrative fees, or other charges, including costs related to investigation, remediation, enforcement, legal compliance, or third-party claims, where permitted by law and/or where such amounts are authorized under these Terms or another applicable agreement between you and Propel.Earth;
- notifying other Users or affected parties of the termination, suspension, or restriction of your Account and/or the underlying violation or suspected violation of these Terms, where we deem appropriate to protect Platform integrity or other Users;
- investigating any suspected breach of these Terms or the security or integrity of the Platform (including reviewing activity and Submissions, preserving evidence, and conducting compliance checks), and requiring you to provide information or cooperation in connection with such investigation;
- involving, consulting with, or cooperating with law enforcement, regulators, or other governmental authorities, including responding to lawful requests, subpoenas, or court orders, and assisting in investigation or prosecution where we believe appropriate or as required by law;

- pursuing any other remedy available at law or in equity, including seeking injunctive relief, specific performance, or other court-ordered relief to prevent or remedy harm, and/or pursuing civil claims for damages or losses to the extent permitted by law.

Propel.Earth's decision to take (or not take) any enforcement action in any particular instance does not create any obligation to take any action in any other instance, and we reserve the right to enforce these Terms at any time and in any manner we determine appropriate. Any enforcement action (including suspension or termination) is in addition to, and not in lieu of, any other rights or remedies available to Propel.Earth, and no failure or delay in exercising any right shall operate as a waiver of that right.

For avoidance of doubt, Propel.Earth may take any of the actions described above based on actual or suspected violations, attempted violations, or conduct that we reasonably believe may violate these Terms, and reinstatement of an Account or restoration of content, rankings, postings, or access (if any) is not guaranteed and may be conditioned on additional requirements, including verification, remediation, or other steps we may require in our sole discretion.

16. ACCOUNT SUSPENSION OR TERMINATION

We may, in our absolute and sole discretion, with or without cause, with or without prior notice, and at any time, limit, restrict, block, suspend, deactivate, terminate, or cancel your Propel.Earth Account (in whole or in part), and/or your access to the Platform, including any features, tools, services, or functionality offered through the Platform. We may also suspend or terminate access if we believe, in our sole discretion, that you have violated these Terms, attempted to violate these Terms, created risk or potential legal exposure for Propel.Earth or any third party, engaged in fraudulent, abusive, or unlawful activity, or if we believe there has been or may be unauthorized access to or use of your Account, the Platform, or any related systems.

If we exercise our discretion under these Terms to limit, block, suspend, deactivate, terminate, or cancel your Account or access, then any or all of the following may occur, with or without prior notice or explanation to you:

- (a) Access Disabled; Content and Data Unavailable. Your Account may be deactivated or suspended, your password may be disabled, and you may not be able to access the Platform, including any of your User Content, Submissions, messages, records, account history, or other information associated with your Account. You further acknowledge that you may not be able to receive assistance from Propel.Earth support teams in connection with a suspended, restricted, or terminated Account, and Propel.Earth may (but is not obligated to) provide limited support in its sole discretion.
- (b) Notice to Other Users. If appropriate in our sole discretion, we may communicate to other Users or third parties that your Account has been terminated, blocked, suspended, deactivated, canceled, restricted, or otherwise penalized, and may provide a reason for such action to the extent we deem necessary or appropriate to protect the Platform, other Users, or Propel.Earth, or as required by law.
- (c) No Compensation for Canceled or Delayed Services. You will not be entitled to any compensation, damages, or other reimbursement for any Platform access, Platform services, or Services canceled, delayed, interrupted, or otherwise affected as a result of Account restriction, suspension, deactivation, termination, or cancellation.
- (d) No Refunds of Fees. You will not be entitled to any refund of any Fees, charges, or other amounts paid to Propel.Earth, except where a refund is required by applicable law or otherwise expressly required by these Terms. For the avoidance of doubt, where termination or suspension is based on an actual or suspected violation of these Terms, Propel.Earth may maintain a no-refund position to the maximum extent permitted by law.
- (e) Prepaid Packages; Credits; Promotions; Forfeiture. You will no longer be entitled to redeem any Prepaid Packages, credits, promotional balances, or other incentives received from a Promotion, and any such amounts may be forfeited, canceled, or

rendered unavailable upon suspension or termination, to the maximum extent permitted by law and subject to any mandatory consumer protections that may apply.

- (f) Withholding and Adjustment of Amounts; Chargebacks; Setoff. To the maximum extent permitted by law, Propel.Earth may withhold, delay, freeze, reverse, claw back, offset, or otherwise adjust amounts processed, payable, or held by Propel.Earth in connection with your use of the Platform where we reasonably believe such action is necessary to address suspected fraud, chargebacks, misuse, policy violations, security concerns, or legal risk, including to cover amounts you owe Propel.Earth or third parties, and to cover costs of investigation, remediation, or enforcement.
- (g) Effect of Termination; License Ends; Continued Obligations. Upon termination, suspension, or cancellation, any rights granted to you under these Terms to access or use the Platform will immediately cease (except as expressly stated otherwise), and you must stop using the Platform. Termination does not relieve you of any obligations accrued prior to the effective date of termination, including payment obligations, liability for violations, or responsibility for any claims arising from your User Content, Submissions, or conduct.
- (h) Data Retention; Deletion; Restoration Not Guaranteed. Propel.Earth may retain, store, preserve, or delete Account information, User Content, and associated data in accordance with its then-current data retention practices and applicable law. You acknowledge that Propel.Earth has no obligation to maintain, provide, restore, or return any User Content, Submissions, or other data associated with a suspended or terminated Account, and restoration of access, content, rankings, listings, or other data (if any) is not guaranteed and may be denied or conditioned in Propel.Earth's sole discretion.
- (i) Re-Registration; Circumvention. You may not create a new Account to circumvent any restriction, suspension, or termination. Propel.Earth may use technical and operational measures to detect and prevent circumvention and may deny future registration or access associated with the same individual, entity, device, payment instrument, email address, domain, or other identifiers, to the maximum extent permitted by law.
- (j) No Liability for Suspension or Termination. To the maximum extent permitted by law, Propel.Earth will not be liable to you or any third party for any suspension, termination, cancellation, deactivation, or restriction of your Account or access, including any loss of access to User Content, loss of data, loss of business, loss of goodwill, or other damages or claims arising out of or relating to such action.
- (k) Survival. Any provisions of these Terms that by their nature should survive termination (including provisions relating to disclaimers, limitation of liability, indemnification, dispute resolution, governing law, ownership, and responsibility for User Content/Submissions) will survive any suspension or termination of your Account.

17. ARBITRATION AND CLASS ACTION WAIVER

PLEASE READ THIS ENTIRE SECTION CAREFULLY. EXCEPT WHERE PROHIBITED BY APPLICABLE LAW, IT REQUIRES BINDING ARBITRATION OF MOST DISPUTES INSTEAD OF LITIGATION IN COURT. IT AFFECTS YOUR LEGAL RIGHTS, INCLUDING YOUR RIGHT TO FILE A LAWSUIT IN COURT AND INCLUDES A CLASS ACTION WAIVER AND JURY TRIAL WAIVER.

You and Propel.Earth agree that these Terms affect interstate commerce and that the substantive and procedural law of the Federal Arbitration Act, and not the arbitration laws of California or any other state, shall govern the interpretation and enforcement of these arbitration provisions.

This Section is intended to be interpreted broadly and, except as otherwise provided herein, governs any and all disputes between you and Propel.Earth, including but not limited to claims arising out of or relating to any aspect of the relationship between you and Propel.Earth, whether based in contract, tort, statute, fraud, misrepresentation or any other legal theory; claims that arose before this Agreement or any prior agreement (including, but not limited to, claims related to advertising); and claims that may arise after the termination of this Agreement. The only disputes excluded from this broad prohibition are the litigation of certain intellectual property and small court claims, or where you have opted out pursuant to the 30-Day Right to Opt Out paragraph as provided below.

By agreeing to these Terms, the parties agree to resolve any and all disputes as follows:

Initial Dispute Resolution & Mediation: Most disputes can be resolved without resort to litigation. You can reach Propel.Earth's support department at support@propel.earth.

Except for intellectual property and small claims court claims, the parties agree to use their best efforts to settle any dispute, claim, question, or disagreement directly through consultation with the Propel.Earth support department, and good faith negotiations will be a condition to either party initiating a lawsuit or arbitration. You or Propel.Earth must first send a written notice to the other party providing a detailed description of the dispute; your name and contact information (address, telephone number, email address, and account number if applicable); sufficient information to enable you or Propel.Earth to identify any transaction at issue (including any receipts or purchase details); and a detailed description of: (a) the nature and basis of the dispute and any claims and (b) the nature and basis of the relief sought (including a calculation of any damages). Your notice must be sent via certified mail to Propel.Earth at:

300 Creek View Road,
Suite 209,
Newark, County of New Castle, Delaware, 19710.
ATTN: Legal

Our notice will be sent using the most recent contact information that you have provided to us. For a period of 60 days from the date of receipt of a completed notice from the other party, you and we will work together using reasonable efforts to try to resolve the dispute.

If requested by us in connection with a notice initiated by you, you agree to personally participate in an individualized telephone settlement conference (and if you are represented by an attorney, your attorney may also participate) to discuss a potential early resolution of the matter. Likewise, if requested by you in connection with a notice initiated by us, we agree to have a Propel.Earth representative personally participate in an individualized, telephone settlement conference (and if we are represented by an attorney, our attorney may also participate). There is no cost to participate in this process. If the dispute is not resolved within this 60-day period (which can be extended by agreement of the parties), you or we may commence confidential binding arbitration consistent with the process set forth below. Compliance with this informal dispute resolution process is mandatory and a condition precedent to initiating arbitration.

Any applicable limitations period (including statutes of limitations) shall be tolled while the parties engage in this informal dispute resolution process. If the sufficiency of a notice or compliance with this informal dispute resolution process is at issue, such issue may be raised with and decided by a court of competent jurisdiction at either party's election, and further, any arbitration shall be stayed pending resolution of the issue. The court shall have the authority to enforce this condition precedent to arbitration, which includes the power to enjoin the filing or prosecution of a demand for arbitration or the assessment or payment of arbitration fees. You or we may also elect to raise non-compliance with this informal dispute resolution process and seek relief in arbitration.

Where the relief sought is \$10,000.99 or less and the party bringing the claim does not wish to bring the claim in small claims court, the arbitration will be conducted online by an online arbitration provider of our choosing in accordance with their applicable arbitration rules & procedures effective at the time a claim is made. Currently, a party may initiate arbitration proceedings on the New Era website. Each party is responsible for its own attorneys' fees unless the arbitration rules and/or applicable law provide otherwise.

Where the relief sought is \$10,001.00 or more, resolution will be in accordance with the JAMS Streamlined Arbitration Procedure Rules for claims that do not exceed \$250,000.00 and the JAMS Comprehensive Arbitration Rules and Procedures for claims exceeding \$250,000.00 in effect at the time the arbitration is initiated, excluding any rules or procedures governing or permitting class actions. Without limiting the foregoing exclusions, the parties agree that this agreement contains a class preclusion clause and JAMS Class Action Procedures shall not apply. To initiate an arbitration with JAMS, a party must file a Demand for Arbitration that includes a description of the claim and the amount of damages it seeks to recover (you may find a copy of a Demand for Arbitration at www.jamsadr.com). You must send your Demand for Arbitration to:

300 Creek View Road,

Suite 209,
Newark, County of New Castle, Delaware, 19710.
ATTN: Legal

If you initiate arbitration proceedings, you will be required to pay the applicable JAMS administrative fee applicable to your filing to initiate an arbitration against us (see the JAMS website for and fee schedule for more information <https://www.jamsadr.com/arbitration-fees>). The parties agree that JAMS Mass Arbitration Procedures and Guidelines shall apply to 25 or more similar Demands for Arbitrations filed against the same Party or related Parties by individual Claimants represented by either the same law firm or law firms acting in coordination. The prevailing party in an arbitration proceeding shall be awarded the costs of the arbitration and reasonable attorney fees in an amount determined by the arbitrator. Such an award shall include the costs and reasonable attorney fees incurred in the arbitration proceeding as well as the costs and reasonable attorney fees incurred in preparing for and attending any scheduled mediation.

The parties understand that, absent this mandatory arbitration provision, they would have the right to sue in court and have a jury trial. They further understand that, in some instances, the costs of arbitration could exceed the costs of litigation and the right to discovery may be more limited in arbitration than in court.

If you are a resident of the United States, arbitration may take place in the county where you reside at the time of filing. For individuals residing outside the United States, arbitration will be initiated in the State of New York, United States. You and Propel.Earth further agree to submit to the personal jurisdiction of any federal or state court located in New York County, New York (including the state courts located in New York County, New York or the United States District Court for the Southern District of New York) in order to compel arbitration, to stay proceedings pending arbitration, or to confirm, modify, vacate, or enter judgment on the award entered by the arbitrator.

17.1. Class Action Waiver

The parties further agree that the arbitration will be conducted in their individual capacities only and not as a class action or other representative action, and the parties expressly waive their right to file a class action or seek relief on a class basis. YOU AND PROPEL.EARTH AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR OUR INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. If any court or arbitrator determines that the class action waiver set forth in this paragraph is void or unenforceable for any reason or that an arbitration can proceed on a class basis, then the arbitration provisions set forth above will be deemed null and void in their entirety and the parties will be deemed to have not agreed to arbitrate disputes.

17.2. Exception Litigation of Intellectual Property and Small Claims Court Claims

Notwithstanding the parties' decision to resolve all disputes through arbitration, either party may bring enforcement actions, validity determinations or claims arising from or relating to theft, piracy or unauthorized use of intellectual property in state or federal court or in the U.S. Patent and Trademark Office to protect your or our intellectual property rights ('intellectual property rights' means patents, copyrights, moral rights, trademarks, trade dress, and trade secrets, but not privacy or publicity rights). Either party may also seek relief in a small claims court for disputes or claims within the scope of that court's jurisdiction.

17.3. Arbitrator's Decision, Award, Appeal

Within thirty (30) days of the arbitrator rendering and issuing their written opinion and decision the ('Award'), either party can reject the Award and appeal the dispute de novo by serving notice of the appeal to the opposing party within fourteen (14) days after the Award is final pursuant to the JAMS Optional Arbitration Appeal Procedures. In the event of an appeal, the prevailing party in an arbitration proceeding shall be awarded the costs of the appeal and reasonable attorney fees in an amount determined by the court or arbitrator. Such an award shall include the costs and reasonable attorney fees incurred in the appeal proceeding as well as the costs and reasonable attorney fees incurred in preparing for and attending any appeal hearing (s).

17.4. 30-Day Right to Opt Out

You have the right to opt out and not be bound by the arbitration and class action waiver provisions set forth above by sending (from the email address you use on Propel.Earth) written notice of your decision to opt out to opt-out@propel.earth with the subject line, 'ARBITRATION AND CLASS ACTION WAIVER OPT-OUT.' The notice must be sent within thirty (30) days of your first use of the Platform; otherwise, you will be bound to arbitrate disputes in accordance with the terms of those paragraphs. If you opt out of these arbitration provisions, Propel.Earth will also not be bound by them.

Changes to this section will otherwise apply prospectively only to claims arising after the 30th day. If a court or arbitrator decides that this subsection on 'Changes to This Section' is not enforceable or valid, then this subsection will be severed from the section entitled 'Arbitration and Class Action Waiver, " and the court or arbitrator will apply the first Arbitration and Class Action Waiver section in existence after you began using the Platform.

17.5. Survival

This Arbitration and Class Action Waiver section will survive any termination or expiration of these Terms, your Account, or the Platform.

17.6. Third-Party Beneficiary

You and Propel.Earth acknowledge that any third-party consumer reporting agency that Propel.Earth uses to perform background checks on Contractors is an express and intended

third-party beneficiary of this arbitration provision and as such, the terms of this Arbitration provision will inure to the benefit of the consumer reporting agencies and may be enforced by them. Accordingly, you agree that any dispute that arises between you and a consumer reporting agency that relates to or arises out of this Agreement or any aspect of your relationship with Propel.Earth will be resolved by binding arbitration. If any court or arbitrator determines that this third-party beneficiary subsection is void or unenforceable for any reason, then this subsection will be severed from the section entitled 'Arbitration and Class Action Waiver, " and the remainder of the section will remain enforceable, meaning that the class action waiver and the mutual obligation to resolve disputes between you and Propel.Earth through binding arbitration remains enforceable.

18. GOVERNING LAW

The Terms and the relationship between you and Propel.Earth will be governed in all respects by the laws of the State of Delaware, without regard to its conflict of law provisions. You agree that any claim or dispute you may have against Propel.Earth that is not subject to arbitration must be resolved exclusively by a state or federal court located in New Castle County, Delaware, including the state courts located in New Castle County, Delaware or the United States District Court for the District of Delaware. You agree to submit to the personal jurisdiction of such courts for the purpose of litigating all such claims or disputes that are not subject to arbitration. You hereby waive any and all jurisdictional and venue defenses otherwise available. This section of the Terms will survive any termination or expiration of these Terms, your Account, or the Platform.

19. DISCLAIMERS

YOUR USE OF THE PLATFORM, SERVICES (OR PROVISION THEREOF), USER CONTENT, OR COLLECTIVE CONTENT IS SOLELY AT YOUR OWN RISK. YOU ACKNOWLEDGE AND AGREE THAT PROPEL.EARTH DOES NOT HAVE AN OBLIGATION, BUT RESERVES THE RIGHT FOR ANY REASON, TO (A) MONITOR OR REVIEW USER CONTENT; OR (B) FOR ANY PERMISSIBLE PURPOSE, CONDUCT IDENTITY VERIFICATION, BACKGROUND (INCLUDING CRIMINAL BACKGROUND) OR REGISTERED SEX OFFENDER CHECKS ON ANY USER IN ACCORDANCE WITH APPLICABLE LAW, INCLUDING BUT NOT LIMITED TO SERVICE PROFESSIONALS AND CONSUMERS. THE PLATFORM AND COLLECTIVE CONTENT IS PROVIDED 'AS IS,' WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED. WITHOUT LIMITING THE FOREGOING, PROPEL.EARTH AND OUR AFFILIATES AND SUBSIDIARIES, AND RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS EXPLICITLY DISCLAIM ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUIET ENJOYMENT OR NON-INFRINGEMENT; ANY WARRANTIES ARISING OUT OF COURSE OF DEALING OR USAGE OF OR IN TRADE; ANY WARRANTIES, REPRESENTATIONS, OR GUARANTEES IN CONNECTION WITH THIS PLATFORM OR THE PRO SERVICES OFFERED ON OR THROUGH THIS PLATFORM; AND ANY WARRANTIES RELATING TO THE QUALITY, SUITABILITY, TRUTH, ACCURACY OR COMPLETENESS OF ANY INFORMATION OR MATERIAL CONTAINED OR PRESENTED ON THE PLATFORM, INCLUDING WITHOUT LIMITATION ALL COLLECTIVE CONTENT. PROPEL.EARTH MAKES NO WARRANTY THAT THE PLATFORM OR PRO SERVICES WILL MEET YOUR REQUIREMENTS OR BE AVAILABLE ON AN UNINTERRUPTED, SECURE, OR ERROR-FREE BASIS. PROPEL.EARTH ASSUMES NO RESPONSIBILITY AND WILL NOT BE LIABLE FOR ANY DAMAGES TO YOUR COMPUTER EQUIPMENT OR OTHER PROPERTY ON ACCOUNT OF YOUR ACCESS TO OR USE OF THE PLATFORM. PROPEL.EARTH WILL NOT BE LIABLE FOR ANY DEFAMATORY, OFFENSIVE, OR ILLEGAL CONDUCT OF ANY THIRD-PARTY, OR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF ANY DATA, INFORMATION, MATERIALS, SUBSTANCE, OR COLLECTIVE CONTENT POSTED, TRANSMITTED, OR MADE AVAILABLE VIA THE PLATFORM. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED FROM PROPEL.EARTH OR THROUGH THE PLATFORM, WILL CREATE ANY WARRANTY NOT EXPRESSLY MADE HEREIN. SOME STATES AND JURISDICTIONS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU. WHEN THE IMPLIED WARRANTIES ARE NOT ALLOWED TO BE EXCLUDED IN THEIR ENTIRETY UNDER APPLICABLE LAW, THEY WILL BE LIMITED TO ONLY THOSE REQUIRED BY LAW, FOR THE SHORTEST DURATION PERMITTED BY APPLICABLE LAW, AND WILL BE LIMITED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE-TO-STATE OR JURISDICTION-BY-JURISDICTION.

YOU ARE SOLELY RESPONSIBLE FOR ALL OF YOUR COMMUNICATIONS AND INTERACTIONS WITH OTHER USERS OR USERS OF THE PLATFORM AND WITH OTHER

PERSONS WITH WHOM YOU COMMUNICATE OR INTERACT AS A RESULT OF YOUR USE OF THE PLATFORM, INCLUDING BUT NOT LIMITED TO ANY CONSUMERS, SERVICE PROFESSIONALS OR SERVICE RECIPIENTS. YOU UNDERSTAND THAT PROPEL.EARTH DOES NOT MAKE ANY ATTEMPT TO VERIFY THE STATEMENTS OF USERS ON OR MADE THROUGH THE PLATFORM OR TO REVIEW OR VET ANY PRO SERVICES. PROPEL.EARTH MAKES NO REPRESENTATIONS OR WARRANTIES AS TO THE CONDUCT OF USERS OF THE PLATFORM OR THEIR COMPATIBILITY WITH ANY CURRENT OR FUTURE USERS OF THE PLATFORM. YOU AGREE TO TAKE REASONABLE PRECAUTIONS IN ALL COMMUNICATIONS AND INTERACTIONS WITH OTHER USERS OF THE PLATFORM AND WITH OTHER PERSONS WITH WHOM YOU COMMUNICATE OR INTERACT AS A RESULT OF YOUR USE OF THE PLATFORM, PARTICULARLY IF YOU DECIDE TO MEET OFFLINE OR IN PERSON AND GIVE OR RECEIVE PRO SERVICES. PROPEL.EARTH EXPLICITLY DISCLAIMS ALL LIABILITY FOR ANY ACT OR OMISSION OF ANY USERS, OR THIRD PARTIES.

PROPEL.EARTH MAY PROVIDE PHONE NUMBERS THAT CONSUMERS PROVIDE IN CONNECTION WITH A REQUEST TO SERVICE PROFESSIONALS. SUCH PHONE NUMBERS ARE NOT VERIFIED AND PROPEL.EARTH MAKES NO REPRESENTATION OR WARRANTY AS TO THEIR VALIDITY.

20. LIMITATION OF LIABILITY

YOU ACKNOWLEDGE AND AGREE THAT, TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE ENTIRE RISK ARISING OUT OF YOUR ACCESS TO AND USE OF THE PLATFORM AND COLLECTIVE CONTENT, YOUR OFFERING OR PROVIDING PRO SERVICES OR REQUESTING OR RECEIVING PRO SERVICES THROUGH THE PLATFORM, AND ANY CONTACT YOU HAVE WITH OTHER USERS OF PROPEL.EARTH OR THIRD-PARTIES, WHETHER IN PERSON OR ONLINE, REMAINS WITH YOU. NEITHER PROPEL.EARTH NOR ANY OTHER PARTY INVOLVED IN CREATING, PRODUCING, OR DELIVERING THE PLATFORM WILL BE LIABLE (WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT PROPEL.EARTH HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGE, EVEN IF A LIMITED REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE) FOR: (A) ANY INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, LOSS OF DATA OR LOSS OF GOODWILL; (B) SERVICE INTERRUPTION, COMPUTER DAMAGE OR SYSTEM FAILURE; (C) THE COST OF SUBSTITUTE PRODUCTS OR SERVICES; (D) ANY DAMAGES FOR PERSONAL OR BODILY INJURY OR EMOTIONAL DISTRESS ARISING OUT OF OR IN CONNECTION WITH THESE TERMS OR THE PLATFORM; (E) THE USE OF OR INABILITY TO USE THE PLATFORM, PRO SERVICES OR COLLECTIVE CONTENT; (F) ANY COMMUNICATIONS, INTERACTIONS OR MEETINGS WITH OTHER USERS OF THE PLATFORM OR OTHER PERSONS WITH WHOM YOU COMMUNICATE OR INTERACT AS A RESULT OF YOUR USE OF THE PLATFORM; OR (G) YOUR OFFERING OR PROVIDING PRO SERVICES OR REQUESTING OR RECEIVING PRO SERVICES THROUGH THE PLATFORM.

IN NO EVENT WILL THE TOTAL, AGGREGATE LIABILITY OF PROPEL.EARTH AND OUR AFFILIATES AND SUBSIDIARIES, AND RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS, ARISING FROM OR RELATING TO THE TERMS, PLATFORM, PRO SERVICES, AND/OR COLLECTIVE CONTENT, OR FROM THE USE OF OR INABILITY TO USE THE PLATFORM, USER CONTENT, OR COLLECTIVE CONTENT OR IN CONNECTION WITH ANY PRO SERVICES OR INTERACTIONS WITH ANY OTHER USERS EXCEED THE TOTAL AMOUNT OF FEES ACTUALLY PAID TO PROPEL.EARTH BY YOU HEREUNDER, OR ONE HUNDRED U.S. DOLLARS (\$100.00 USD) IF NO SUCH PAYMENTS HAVE BEEN MADE, AS APPLICABLE. SOME JURISDICTIONS DO NOT ALLOW LIMITATIONS OF LIABILITY, SO THE FOREGOING LIMITATIONS MAY NOT APPLY TO YOU. IN SUCH JURISDICTIONS, OUR LIABILITY WILL BE LIMITED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. IN JURISDICTIONS THAT DO ALLOW LIMITATIONS OF LIABILITY, THE LIMITATIONS IN THIS SECTION OR THE TERMS WILL APPLY FULLY TO RESIDENTS OF THOSE JURISDICTIONS.

THE SERVICES AND ANY CONTENT, MATERIALS, OR DOCUMENTATION ARE PROVIDED "AS IS" AND "AS AVAILABLE." TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE COMPANY MAKES NO REPRESENTATIONS OR WARRANTIES OF

ANY KIND, WHETHER EXPRESS, IMPLIED (IN FACT OR BY OPERATION OF LAW), OR STATUTORY, AS TO ANY MATTER WHATSOEVER, AND EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, QUALITY, ACCURACY, AND NON-INFRINGEMENT. THE COMPANY DOES NOT WARRANT THAT THE SERVICES WILL BE ERROR-FREE, UNINTERRUPTED, TIMELY, SECURE, OR THAT THEY WILL MEET YOUR REQUIREMENTS. SOME JURISDICTIONS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES; IN THAT EVENT, ANY IMPLIED WARRANTIES ARE LIMITED TO THE MAXIMUM EXTENT PERMITTED AND FOR THE MINIMUM WARRANTY PERIOD REQUIRED BY MANDATORY LAW.

21. INDEMNIFICATION AND RELEASE

21.1. Definitions

For purposes of this Section:

- (i) 'Propel.Earth Parties' means Propel.Earth and its parents, affiliates, subsidiaries, and each of their respective officers, directors, managers, members, shareholders, employees, agents, representatives, contractors, licensors, suppliers, and service providers; and
- (ii) 'Claims' means any and all claims, demands, causes of action, actions, suits, proceedings, investigations, audits, citations, inquiries, or other matters of any kind, whether threatened or actual, and whether brought by a third party or otherwise; and
- (iii) 'Losses' means any and all losses, liabilities, damages, judgments, awards, settlements, penalties, fines, interest, costs, and expenses, including without limitation reasonable attorneys' fees, expert fees, and costs of investigation, enforcement, and defense.

21.2. Release (Your Claims)

To the maximum extent permitted by applicable law, you hereby release and forever discharge the Propel.Earth Parties from any and all claims, demands, losses, liabilities, damages, costs, and expenses (including reasonable attorneys' fees) of every kind and nature, known or unknown, suspected or unsuspected, disclosed or undisclosed, arising out of or in any way connected with:

- (a) your use of, or inability to use, the Platform;
- (b) your User Content or other Submissions;
- (c) your interactions, transactions, communications, or disputes with any User, Consumer, Contractor, or other third party, including the request, offer, receipt, or provision of Services; and
- (d) any act or omission of any other User or third party in connection with the Platform.

This release is intended to allocate risk between you and Propel.Earth and applies even if Losses arise from the acts or omissions of others using the Platform, except to the extent liability cannot be released under applicable law.

21.3 Indemnification (Third-Party Claims)

You agree to defend, indemnify, and hold harmless the Propel.Earth Parties from and against any and all Claims and Losses arising out of, relating to, or in any way connected with:

- (a) your breach or violation (or alleged breach or violation) of these Terms, any policy incorporated by reference, or any applicable law, rule, or regulation;
- (b) your User Content, Submissions, use of the Platform, or any information you submit or make available through the Platform;
- (c) your interaction or dealings with any User, Consumer, Contractor, or other third party (including any disputes between you and any other party);
- (d) your violation, infringement, or misappropriation (or alleged violation, infringement, or misappropriation) of any rights of any person or entity, including without limitation intellectual property, proprietary, privacy, publicity, or other rights; and
- (e) the request, offer, receipt, performance, or provision of Services by you (or the failure to provide Services), including without limitation claims relating to personal injury, property damage, economic loss, consequential loss, or any other damages (whether compensatory, direct, incidental, special, exemplary, punitive, or consequential) asserted in connection with such Services.

21.4 Defense; Cooperation; Notice

The Propel.Earth Parties reserve the right to tender the defense of any Claim to you to the extent it is subject to indemnification under this Section. You agree to provide prompt and reasonable cooperation (at your expense) in the defense of any such Claim, including by providing information, documents, access to materials, and testimony, as reasonably requested. Failure to cooperate may be treated as a breach of these Terms and may reduce or eliminate your rights under these Terms to the extent permitted by law.

21.5 Right to Assume Control of Defense; Counsel

Where you have an obligation under this Section, Propel.Earth reserves, and you grant to us, the right, at our election, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you (without limiting your indemnification obligations with respect to that matter). In such case, you agree to cooperate with our defense of those Claims and to reimburse the Propel.Earth Parties for any Losses and reasonable fees and costs incurred in connection with such defense to the extent covered by your indemnification obligations.

21.6 No Settlement Without Consent

You shall not, in any event, settle, compromise, or consent to the entry of any judgment in any Claim subject to indemnification by you under this Section without Propel.Earth's prior written consent. Propel.Earth may withhold consent in its sole discretion, including where a proposed settlement:

- (a) imposes any obligation or admission on any Propel.Earth Party;
- (b) provides for injunctive or other equitable relief against any Propel.Earth Party; or
- (c) does not include a complete release of the Propel.Earth Parties from all liability relating to the Claim.

21.7 Jurisdictional Limitation

Notwithstanding the foregoing, if you are a resident of a jurisdiction where any part of the foregoing release, defense, indemnification, or hold harmless obligations is prohibited or limited, then such obligations shall apply only to the maximum extent permitted by applicable law. Without limiting the preceding sentence, in such jurisdictions you agree, at a minimum, to defend, indemnify, and hold harmless the Propel.Earth Parties against third-party Claims and Losses arising out of or in any way connected with your violation of these Terms, to the extent permitted by law.

22. JURISDICTION

The Platform is intended for users who reside in the United States of America. We make no representations or warranties that the Platform, Collective Content, or Services are valid, appropriate or available for use outside of the United States. If you access and use the Sites outside the United States, you do so at your own risk and are responsible for compliance with applicable local laws. We reserve the right to limit the availability of the Platform and/or the provision of any Collective Content or Service to any person, geographic area or jurisdiction, at any time and in our sole discretion. You represent and warrant that: (i) you will perform under these Terms in compliance with all applicable laws and regulations; you are not (1) located in a country subject to a U.S. Government embargo, or designated by the U.S. Government as a 'terrorist supporting' country, or (2) listed on any U.S. Government list of prohibited or restricted parties; and (ii) all information you provide in connection with your access to or use of the Platform is true, accurate, and complete.

22.1. Force Majeure

Other than payment obligations, neither Propel.Earth nor you will be liable to the other for any delay or failure in performance under the Terms arising out of a cause beyond your or our control and not otherwise due to your or our breach of these Terms, fault or negligence. Such causes may include but are not limited to fires, floods, earthquakes, strikes, unavailability of necessary utilities, blackouts, epidemics, acts of declared or undeclared war, acts of regulatory agencies, or other disasters.

22.2. No Third-Party Beneficiaries; Assignment

You agree that, except as otherwise expressly provided in these Terms, there will be no third-party beneficiaries to these Terms. These Terms and all rights hereunder are not assignable, transferable, or sublicensable by you unless you obtain Propel.Earth's prior written agreement and consent.

22.3. Contacting You and E-SIGN Consent

You agree that Propel.Earth may provide you with notices, including, without limitation, those regarding changes to the Terms, by email, regular mail, or postings on the Platform. With your consent, Propel.Earth, Consumers, Contractors, or other individuals may also contact you by telephone or through text messages. If you have agreed to receive text messages or telephone calls from Propel.Earth, Consumers, Contractors, or other individuals you also consent to the use of an electronic record to document your agreement. You may withdraw your consent to the use of the electronic record by sending an email to support@propel.earth with 'Revoke Electronic Consent' in the subject line. To view and retain a copy of this disclosure or any information regarding your enrollment in this program, you will need (a) a device (such as a computer or mobile phone) with a web browser and Internet access; and (b) either a printer or storage space on such device. For a free paper copy, or to update our records of your contact

information, send an email to support@propel.earth with contact information and the address for delivery.

22.4. Severability

Except as explicitly stated herein, if any provision of the Terms is deemed invalid, unlawful or otherwise unenforceable by a court of competent jurisdiction, that provision shall be deemed severable from the remaining portion of the Terms and the invalidity of such provision will not affect the validity or enforceability of the remaining provisions of the Terms, which will remain in full force and effect.

22.5. Waiver

No waiver of any provision of these Terms will be deemed a further or continuing waiver of such term or any other term, and Propel.Earth's failure to assert any right or provision under these Terms will not constitute a waiver of such right or provision. These Terms shall not be construed as a teaming, joint venture, or other such arrangement, unless the parties expressly and explicitly execute an agreement to that effect.

22.6. Statute of Limitations

You agree that regardless of any statute or law to the contrary, any claim arising out of or related to the Platform, or the Services offered therein, must commence within one (1) year after the cause of action accrues; otherwise, such cause of action is permanently barred.

Notwithstanding the foregoing, some jurisdictions (for example, New Jersey), may not allow the limitation set forth in this 'Statute of Limitations' section, in which case, this statute of limitations will only apply to extent permitted under applicable law.

22.7. Section Headings

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

22.8. Contact

If you have any questions about these Terms or the Platform, please contact us by sending an email to support@propel.earth.