

# TERMS OF SERVICE

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## AGREEMENT TO TERMS

These Terms of Use constitute a legally binding agreement made between you, whether personally or on behalf of an entity ("you") and RobeeAsk ("**Company**", "**we**", "**us**", or "**our**"), concerning your access to and use of the <https://robeeask.com> website as well as any other media form, media channel, mobile website or mobile application related, linked, or otherwise connected thereto (collectively, the "Site"). We are registered in the United Kingdom and have our registered office at 71-75 Shelton Street, London, Greater London WC2H 9JQ. Our VAT number is 13481486. The Site provides an online "marketplace" for the following goods, products, and services: Tasks for freelance professionals (the "Task Offerings"). In order to help make the Site a secure environment for the purchase and sale of Task Offerings, all users are required to accept and comply with these Terms of Use. You agree that by accessing the Site and/or the Task Offerings, you have read, understood, and agree to be bound by all of these Terms of Use. **IF YOU DO NOT AGREE WITH ALL OF THESE TERMS OF USE, THEN YOU ARE EXPRESSLY PROHIBITED FROM USING THE SITE AND/OR THE TASK OFFERINGS AND YOU MUST DISCONTINUE USE IMMEDIATELY.**

Supplemental terms and conditions or documents that may be posted on the Site from time to time are hereby expressly incorporated herein by reference. We reserve the right, in our sole discretion, to make changes or modifications to these Terms of Use from time to time. We will alert you about any changes by updating the "Last updated" date of these Terms of Use. And you waive any right to receive specific notice of each such change. Please ensure that you check the applicable Terms every time you use our Site so that you understand which Terms apply. You will be subject to, and will be deemed to have been made aware of and to have accepted, the changes in any revised Terms of Use by your continued use of the Site after the date such revised Terms of Use are posted.

The information provided on the Site is not intended for distribution to or use by any person or entity in any jurisdiction or country where such distribution or use would be contrary to law or regulation or which would subject us to any registration requirement within such jurisdiction or country. Accordingly, those persons who choose to access the Site from other locations do so on their own initiative and are solely responsible for compliance with local laws, if and to the extent local laws are applicable.

The Site is not tailored to comply with industry-specific regulations (Health Insurance Portability and Accountability Act (HIPAA), Federal Information Security Management Act (FISMA), etc.), so if your interactions would be subjected to such laws, you may not use this Site. You may not use the Site in a way that would violate the Gramm-Leach-Bliley Act (GLBA).

The Site is intended for users who are at least 13 years of age. All users who are minors in the jurisdiction in which they reside (generally under the age of 18) must have the permission of, and be directly supervised by, their parent or guardian to use the Site. If you are a minor, you must have your parent or guardian read and agree to these Terms of Use prior to you using the Site.

## INTELLECTUAL PROPERTY RIGHTS

Unless otherwise indicated, the Site and the Task Offerings are our proprietary property and all source code, databases, functionality, software, website designs, audio, video, text, photographs, and graphics on the Site (collectively, the "Content") and the trademarks, service marks, and logos contained therein (the "Marks") are owned or controlled by us or licensed to us. And are protected by copyright and trademark laws and various other intellectual property rights and unfair competition laws of the United States, international copyright laws, and international conventions. The Content

and the Marks are provided on the Site "AS IS" for your information and personal use only. Except as expressly provided in these Terms of Use, no part of the Site or the Task Offerings and no Content or Marks may be copied, reproduced, aggregated, republished, uploaded, posted, publicly displayed, encoded, translated, transmitted, distributed, sold, licensed, or otherwise exploited for any commercial purpose whatsoever, without our express prior written permission.

Provided that you are eligible to use the Site, you are granted a limited license to access and use the Site and to download or print a copy of any portion of the Content to which you have properly gained access solely for your personal, non-commercial use. We reserve all rights not expressly granted to you in and to the Site, the Content and the Marks.

## **USER REPRESENTATIONS**

By using the Site or the Task Offerings, you represent and warrant that: (1) all registration information you submit will be true, accurate, current, and complete; (2) you will maintain the accuracy of such information and promptly update such registration information as necessary; (3) you have the legal capacity and you agree to comply with these Terms of Use; (4) you are not under the age of 13; (5) you are not a minor in the jurisdiction in which you reside, or if a minor, you have received parental permission to use the Site; (6) you will not access the Site or the Task Offerings through automated or non-human means, whether through a bot, script or otherwise; (7) you will not use the Site for any illegal or unauthorized purpose; and (8) your use of the Site or the Task Offerings will not violate any applicable law or regulation.

If you provide any information that is untrue, inaccurate, not current, or incomplete, we have the right to suspend or terminate your account and refuse any and all current or future use of the Site (or any portion thereof).

You may not use the Site or the Task Offerings for any illegal or unauthorized purpose nor may you, in the use of Task Offerings, violate any laws. Among unauthorized Task Offerings are the following: intoxicants of any sort; illegal drugs or other illegal products; alcoholic beverages; games of chance; and pornography or graphic adult content, images, or other adult products. Postings of any unauthorized products or content may result in immediate termination of your account and a lifetime ban from use of the Site.

We are a service provider and make no representations as to the safety, effectiveness, adequacy, accuracy, availability, prices, ratings, reviews, or legality of any of the information contained on the Site or the Task Offerings displayed or offered through the Site. You understand and agree that the content of the Site does not contain or constitute representations to be reasonably relied upon, and you agree to hold us harmless from any errors, omissions, or misrepresentations contained within the Site's content. We do not endorse or recommend any Task Offerings and the Site is provided for informational and advertising purposes only.

## **USER REGISTRATION**

You may be required to register with the Site in order to access the Task Offerings. You agree to keep your password confidential and will be responsible for all use of your account and password. We reserve the right to remove, reclaim, or change a username you select if we determine, in our sole discretion, that such username is inappropriate, obscene, or otherwise objectionable.

## **TASK ("TASK CENTER") OFFERINGS**

The term "Task" is used for our task center where users can take part in different projects.

We reserve the right to limit the quantities of the Task Offerings offered or available on the Site. All descriptions or pricing of the Task Offerings are subject to change at any time without notice, at our sole discretion. We reserve the right to discontinue any Task Offerings at any time for any reason. We do not warrant that the quality of any of the Task Offerings purchased by you will meet your expectations or that any errors in the Site will be corrected.

When creating a task the creator can define how many freelancers are able to take part in the task. Furthermore the creator has to define the reward amount for answers to his task. The creator is accountable for the task itself and managing the given answers.

Task creators can define an individual reward amount in Robecoin (ROBEE) for task answers. The amount is subject to a 2% commission fee for the RobeeAsk platform.

Once a task is published users can't delete it by themselves. Freelancers can now take part in the task. If something gone wrong with the publishing of a task users should contact RobeeAsk support immediately.

## **PURCHASES AND PAYMENT**

We accept the following forms of payment:

- PayPal (payment services and solutions (e.g. PayPal, PayPal Plus, Braintree); service provider: PayPal (Europe) S.à r.l. et Cie, S.C.A., 22-24 Boulevard Royal, L-2449 Luxembourg; website: <https://www.paypal.com/> ; privacy policy: <https://www.paypal.com/de/webapps/mpp/ua/privacy-full> )

You agree to provide current, complete, and accurate purchase and account information for all purchases of the Task Offerings made via the Site. You further agree to promptly update account and payment information, including email address, payment method, and payment card expiration date, so that we can complete your transactions and contact you as needed. Sales tax will be added to the price of purchases as deemed required by us. We may change prices at any time. All payments shall be in \$ U.S. dollars.

You agree to pay all charges at the prices then in effect for your purchases and any fees, and you authorize us to charge your chosen payment provider for any such amounts upon placing your order. We reserve the right to correct any errors or mistakes in pricing, even if we have already requested or received payment.

We reserve the right to refuse any order placed through the Site. We may, in our sole discretion, limit or cancel quantities purchased per person, per household, or per order. These restrictions may include orders placed by or under the same customer account, the same payment method, and/or orders that use the same billing or shipping address. We reserve the right to limit or prohibit orders that, in our sole judgment, appear to be placed by dealers, resellers, or distributors.

All payments are subject to be exchanged to cryptocurrency Robecoin (ROBEE). Wallet and android app available at [robeecoin.com](http://robeecoin.com). The exchange rate for payments on RobeeAsk is fixed at \$1 = 100 ROBEE.

## **REWARD SYSTEM**

On RobeeAsk a reward system is used for freelancers to participate in tasks of their individual choice.

The reward is offered in Robecoin (ROBEE) and paid out after successful task completion. The payment is made by the task creator and is visible to freelancers beforehand in the task center. This makes the creator responsible for his task as well as managing the responses received to reward the freelancers.

The reward is transferred directly to the RobeeAsk account of the freelancer. In this way RobeeAsk enables professional freelancers to earn money through the reward system.

Users are able to transfer/withdraw all funds of the RobeeAsk account to their Robecoin wallet. A handling rate of 1.1% is added for the transfer.

## **REFUNDS POLICY**

All sales and fees are final and no refund will be issued.

## **PROHIBITED ACTIVITIES**

You may not access or use the Site for any purpose other than that for which we make the Site available. The Site may not be used in connection with any commercial endeavors except those that are specifically endorsed or approved by us.

As a user of the Site, you agree not to:

1. Systematically retrieve data or other content from the Site to create or compile, directly or indirectly, a collection, compilation, database, or directory without written permission from us.
2. Use a buying agent or purchasing agent to make purchases on the Site.
3. Make any unauthorized use of the Task Offerings, including collecting usernames and/or email addresses of users by electronic or other means for the purpose of sending unsolicited email, or creating user accounts by automated means or under false pretenses.
4. Use the Site in a manner inconsistent with any applicable laws or regulations.
5. Upload or transmit (or attempt to upload or to transmit) any material that acts as a passive or active information collection or transmission mechanism, including without limitation, clear graphics interchange formats ("gifs"), 1 \*1 pixels, web bugs, cookies, or other similar devices (sometimes referred to as "spyware" or "passive collection mechanisms" or "perns").
6. Upload or transmit (or attempt to upload or to transmit) viruses, Trojan horses, or other material, including excessive use of capital letters and spamming (continuous posting of repetitive text), that interferes with any party's uninterrupted use and enjoyment of the Site or modifies, impairs, disrupts, alters, or interferes with the use, features, functions, operation, or maintenance of the Task Offerings.
7. Copy or adapt the Site's software, including but not limited to Flash, PHP, HTML, JavaScript, or other code.
8. Delete the copyright or other proprietary rights notice from any Content.
9. Harass, annoy, intimidate, or threaten any of our employees or agents engaged in providing any portion of the Task Offerings to you.
10. Attempt to bypass any measures of the Site designed to prevent or restrict access to the Site, or any portion of the Site.
11. Decipher, decompile, disassemble, or reverse engineer any of the software comprising or in any way making up a part of the Site.
12. Use any information obtained from the Site in order to harass, abuse, or harm another person.
13. Trick, defraud, or mislead us and other users, especially in any attempt to learn sensitive account information such as user passwords.

14. Make improper use of our support services or submit false reports of abuse or misconduct.
15. Engage in any automated use of the system, such as using scripts to send comments or messages, or using any data mining, robots, or similar data gathering and extraction tools.
16. Engage in unauthorized framing of or linking to the Site.
17. Circumvent, disable, or otherwise interfere with security-related features of the Site, including features that prevent or restrict the use or copying of any Content or enforce limitations on the use of the Site and/or the Content contained therein.
18. Interfere with, disrupt, or create an undue burden on the Site or the networks or services connected to the Site.
19. Creating an account and not making any deposits.

## **USER GENERATED CONTRIBUTIONS**

The Site may invite you to chat, contribute to or participate in blogs, message boards, online forums, and other functionality, and may provide you with the opportunity to create, submit, post, display, transmit, perform, publish, distribute, or broadcast content and materials to us or on the Site, including but not limited to text, writings, video, audio, photographs, graphics, comments, suggestions, or personal information or other material (collectively, "Contributions"). Contributions may be viewable by other users of the Site and the Task Offerings and through third-party websites. As such, any Contributions you transmit may be treated as non-confidential and non-proprietary. When you create or make available any Contributions, you thereby represent and warrant that:

1. The creation, distribution, transmission, public display, or performance, and the accessing, downloading, or copying of your Contributions do not and will not infringe the proprietary rights, including but not limited to the copyright, patent, trademark, trade secret, or moral rights of any third party.
2. You are the creator and owner of or have the necessary licenses, rights, consents, releases, and permissions to use and to authorize us, the Site, and other users of the Site to use your Contributions in any manner contemplated by the Site and these Terms of Use.
3. You have the written consent, release, and/or permission of each and every identifiable individual person in your Contributions to use the name or likeness of each and every such identifiable individual person to enable inclusion and use of your Contributions in any manner contemplated by the Site and these Terms of Use.
4. Your Contributions are not false, inaccurate, or misleading.
5. Your Contributions are not unsolicited or unauthorized advertising, promotional materials, pyramid schemes, chain letters, spam, mass mailings, or other forms of solicitation.
6. Your Contributions are not obscene, lewd, lascivious, filthy, violent, harassing, libelous, slanderous, or otherwise objectionable (as determined by us).
7. Your Contributions do not ridicule, mock, disparage, intimidate, or abuse anyone.
8. Your Contributions are not used to harass or threaten (in the legal sense of those terms) any other person and to promote violence against a specific person or class of people.
9. Your Contributions do not violate any applicable law, regulation, or rule.
10. Your Contributions do not violate the privacy or publicity rights of any third party.
11. Your Contributions do not violate any applicable law concerning child pornography, or otherwise intended to protect the health or well-being of minors.
12. Your Contributions do not include any offensive comments that are connected to race, national origin, gender, sexual preference, or physical handicap.
13. To participate in RobeeAsk you have to deposit an amount of US. Dollars \$.
14. Your Contributions do not otherwise violate, or link to material that violates, any provision of these Terms of Use, or any applicable law or regulation.

Any use of the Site or the Task Offerings in violation of the foregoing violates these Terms of Use and may result in, among other things, termination or suspension of your rights to use the Site and the Task Offerings.

## **CONTRIBUTION LICENSE**

By posting your Contributions to any part of the Site, you automatically grant, and you represent and warrant that you have the right to grant, to us an unrestricted, unlimited, irrevocable, perpetual, non-exclusive, transferable, royalty-free, fully-paid, worldwide right, and license to host, use, copy, reproduce, disclose, sell, resell, publish, broadcast, retitle, archive, store, cache, publicly perform, publicly display, reformat, translate, transmit, excerpt (in whole or in part), and distribute such Contributions (including, without limitation, your image and voice) for any purpose, commercial, advertising, or otherwise, and to prepare derivative works of, or incorporate into other works, such Contributions, and grant and authorize sublicenses of the foregoing. The use and distribution may occur in any media formats and through any media channels.

This license will apply to any form, media, or technology now known or hereafter developed, and includes our use of your name, company name, and franchise name, as applicable, and any of the trademarks, service marks, trade names, logos, and personal and commercial images you provide. You waive all moral rights in your Contributions, and you warrant that moral rights have not otherwise been asserted in your Contributions.

We do not assert any ownership over your Contributions. You retain full ownership of all of your Contributions and any intellectual property rights or other proprietary rights associated with your Contributions. We are not liable for any statements or representations in your Contributions provided by you in any area on the Site. You are solely responsible for your Contributions to the Site and you expressly agree to exonerate us from any and all responsibility and to refrain from any legal action against us regarding your Contributions.

We have the right, in our sole and absolute discretion, (1) to edit, redact, or otherwise change any Contributions; (2) to re-categorize any Contributions to place them in more appropriate locations on the Site; and (3) to pre-screen or delete any Contributions at any time and for any reason, without notice. We have no obligation to monitor your Contributions.

## **GUIDELINES FOR REVIEWS**

We may provide you areas on the Site to leave reviews or ratings. When posting a review, you must comply with the following criteria: (1) you should have firsthand experience with the person/entity being reviewed; (2) your reviews should not contain offensive profanity, or abusive, racist, offensive, or hate language; (3) your reviews should not contain discriminatory references based on religion, race, gender, national origin, age, marital status, sexual orientation, or disability; (4) your reviews should not contain references to illegal activity; (5) you should not be affiliated with competitors if posting negative reviews; (6) you should not make any conclusions as to the legality of conduct; (7) you may not post any false or misleading statements; and (8) you may not organize a campaign encouraging others to post reviews, whether positive or negative.

We may accept, reject, or remove reviews in our sole discretion. We have absolutely no obligation to screen reviews or to delete reviews, even if anyone considers reviews objectionable or inaccurate. Reviews are not endorsed by us, and do not necessarily represent our opinions or the views of any of our affiliates or partners. We do not assume liability for any review or for any claims, liabilities, or losses resulting from any review. By posting a review, you hereby grant to us a perpetual, non-exclusive, worldwide, royalty-free, fully-paid, assignable, and sublicensable right and license to

reproduce, modify, translate, transmit by any means, display, perform, and/or distribute all content relating to reviews.

## **SUBMISSIONS**

You acknowledge and agree that any questions, comments, suggestions, ideas, feedback, or other information regarding the Site or the Task Offerings ("Submissions") provided by you to us are non-confidential and shall become our sole property. We shall own exclusive rights, including all intellectual property rights, and shall be entitled to the unrestricted use and dissemination of these Submissions for any lawful purpose, commercial or otherwise, without acknowledgment or compensation to you. You hereby waive all moral rights to any such Submissions, and you hereby warrant that any such Submissions are original with you or that you have the right to submit such Submissions. You agree there shall be no recourse against us for any alleged or actual infringement or misappropriation of any proprietary right in your Submissions.

## **SITE MANAGEMENT**

We reserve the right, but not the obligation, to: (1) monitor the Site for violations of these Terms of Use; (2) take appropriate legal action against anyone who, in our sole discretion, violates the law or these Terms of Use, including without limitation, reporting such user to law enforcement authorities; (3) in our sole discretion and without limitation, refuse, restrict access to, limit the availability of, or disable (to the extent technologically feasible) any of your Contributions or any portion thereof; (4) in our sole discretion and without limitation, notice, or liability, to remove from the Site or otherwise disable all files and content that are excessive in size or are in any way burdensome to our systems; and (5) otherwise manage the Site in a manner designed to protect our rights and property and to facilitate the proper functioning of the Site and the Task Offerings.

## **PRIVACY POLICY**

We care about data privacy and security. Please review our Privacy Policy:

<https://robeeask.com/RobeeAsk Privacy Policy.pdf> by using the Site or the Task Offerings, you agree to be bound by our Privacy Policy, which is incorporated into these Terms of Use. Please be advised the Site and the Task Offerings are hosted in the United Kingdom. If you access the Site or the Task Offerings from any other region of the world with laws or other requirements governing personal data collection, use, or disclosure that differ from applicable laws in the United Kingdom, then through your continued use of the Site, you are transferring your data to the United Kingdom, and you agree to have your data transferred to and processed in the United Kingdom. Further, we do not knowingly accept, request, or solicit information from children or knowingly market to children. Therefore, in accordance with the U.S. Children's Online Privacy Protection Act, if we receive actual knowledge that anyone under the age of 13 has provided personal information to us without the requisite and verifiable parental consent, we will delete that information from the Site as quickly as is reasonably practical.

## **COPYRIGHT INFRINGEMENTS**

We respect the intellectual property rights of others. If you believe that any material available on or through the Site infringes upon any copyright you own or control, please immediately notify us using the contact information provided below (a "Notification"). A copy of your Notification will be sent to the person who posted or stored the material addressed in the Notification. Please be advised that pursuant to applicable law you may be held liable for damages if you make material misrepresentations in a Notification. Thus, if you are not sure that material located on or linked to by the Site infringes your copyright, you should consider first contacting an attorney.

## **TERM AND TERMINATION**

These Terms of Use shall remain in full force and effect while you use the Site. WITHOUT LIMITING ANY OTHER PROVISION OF THESE TERMS OF USE. WE RESERVE THE RIGHT TO, IN OUR SOLE DISCRETION AND WITHOUT NOTICE OR LIABILITY, DENY ACCESS TO AND USE OF THE SITE AND THE TASK OFFERINGS (INCLUDING BLOCKING CERTAIN IP ADDRESSES), TO ANY PERSON FOR ANY REASON OR FOR NO REASON, INCLUDING WITHOUT LIMITATION FOR BREACH OF ANY REPRESENTATION, WARRANTY, OR COVENANT CONTAINED IN THESE TERMS OF USE OR OF ANY APPLICABLE LAW OR REGULATION. WE MAY TERMINATE YOUR USE OR PARTICIPATION IN THE SITE AND THE TASK OFFERINGS OR DELETE YOUR ACCOUNT AND ANY CONTENT OR INFORMATION THAT YOU POSTED AT ANY TIME. WITHOUT WARNING. IN OUR SOLE DISCRETION.

If we terminate or suspend your account for any reason, you are prohibited from registering and creating a new account under your name, a fake or borrowed name, or the name of any third party, even if you may be acting on behalf of the third party. In addition to terminating or suspending your account, we reserve the right to take appropriate legal action, including without limitation pursuing civil, criminal, and injunctive redress.

Users can't terminate accounts by themselves. Only the support of RobeeAsk is allowed to delete accounts upon user request.

The user has to transfer or withdraw his funds BEFORE account termination or all funds in the account is LOST!

RobeeAsk can't and does not take any responsibility when funds get lost in this process.

## **MODIFICATIONS AND INTERRUPTIONS**

We reserve the right to change, modify, or remove the contents of the Site at any time or for any reason at our sole discretion without notice. However, we have no obligation to update any information on our Site. We also reserve the right to modify or discontinue all or part of the Task Offerings without notice at any time. We will not be liable to you or any third party for any modification, price change, suspension, or discontinuance of the Site or the Task Offerings.

We cannot guarantee the Site and the Task Offerings will be available at all times. We may experience hardware, software, or other problems or need to perform maintenance related to the Site, resulting in interruptions, delays, or errors. We reserve the right to change, revise, update, suspend, discontinue, or otherwise modify the Site or the Task Offerings at any time or for any reason without notice to you. You agree that we have no liability whatsoever for any loss, damage, or inconvenience caused by your inability to access or use the Site or the Task Offerings during any downtime or discontinuance of the Site or the Task Offerings. Nothing in these Terms of Use will be construed to obligate us to maintain and support the Site or the Task Offerings or to supply any corrections, updates, or releases in connection therewith.

## **GOVERNING LAW**

These conditions are governed by and interpreted following the laws of the United Kingdom, and the use of the United Nations Convention of Contracts for the International Sales of Goods is expressly excluded. If your habitual residence is in the EU, and you are a consumer, you additionally possess the protection provided to you by obligatory provisions of the law in your country to residence. RobeeAsk and yourself both agree to submit to the non-exclusive jurisdiction of the courts of Greater London, which means that you may make a claim to defend your consumer protection rights in regards to these Conditions of Use in the United Kingdom, or in the EU country in which you reside.

## **DISPUTE RESOLUTION**

The European Commission provides an online dispute resolution platform, which you can access here: <https://ec.europa.eu/consumers/odr> If you would like to bring this subject to our attention, please contact us.

## **CORRECTIONS**

There may be information on the Site that contains typographical errors, inaccuracies, or omissions that may relate to the Task Offerings, including descriptions, pricing, availability, and various other information. We reserve the right to correct any errors, inaccuracies, or omissions and to change or update the information on the Site at any time, without prior notice.

## **DISCLAIMER**

THE SITE AND THE TASK OFFERINGS ARE PROVIDED ON AN AS-IS AND AS-AVAILABLE BASIS. YOU AGREE THAT YOUR USE OF THE SITE AND OUR SERVICES WILL BE AT YOUR SOLE RISK. TO THE FULLEST EXTENT PERMITTED BY LAW, WE DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, IN CONNECTION WITH THE SITE AND THE TASK OFFERINGS AND YOUR USE THEREOF, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. WE MAKE NO WARRANTIES OR REPRESENTATIONS ABOUT THE ACCURACY OR COMPLETENESS OF THE SITE'S CONTENT OR THE CONTENT OF ANY WEBSITES LINKED TO THE SITE AND WE WILL ASSUME NO LIABILITY OR RESPONSIBILITY FOR ANY (1) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT AND MATERIALS, (2) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO AND USE OF THE SITE, (3) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION AND/OR FINANCIAL INFORMATION STORED THEREIN, (4) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE SITE OR THE TASK OFFERINGS, (5) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE WHICH MAY BE TRANSMITTED TO OR THROUGH THE SITE BY ANY THIRD PARTY, AND/OR (6) ANY ERRORS OR OMISSIONS IN ANY CONTENT AND MATERIALS OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF ANY CONTENT POSTED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA THE SITE. WE DO NOT WARRANT, ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY PRODUCT OR SERVICE ADVERTISED OR OFFERED BY A THIRD PARTY THROUGH THE SITE, ANY HYPERLINKED WEBSITE, OR ANY WEBSITE OR MOBILE APPLICATION FEATURED IN ANY BANNER OR OTHER ADVERTISING, AND WE WILL NOT BE A PARTY TO OR IN ANY WAY BE RESPONSIBLE FOR MONITORING ANY TRANSACTION BETWEEN YOU AND ANY THIRD-PARTY PROVIDERS OF PRODUCTS OR SERVICES. AS WITH THE PURCHASE OF A PRODUCT OR SERVICE THROUGH ANY MEDIUM OR IN ANY ENVIRONMENT, YOU SHOULD USE YOUR BEST JUDGMENT AND EXERCISE CAUTION WHERE APPROPRIATE.

## **LIMITATIONS OF LIABILITY**

IN NO EVENT WILL WE OR OUR DIRECTORS, EMPLOYEES, OR AGENTS BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL, OR PUNITIVE DAMAGES, INCLUDING LOST PROFIT, LOST REVENUE, LOSS OF DATA, OR OTHER DAMAGES ARISING FROM YOUR USE OF THE SITE OR THE TASK OFFERINGS, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

## **INDEMNIFICATION**

You agree to defend, indemnify, and hold us harmless, including our subsidiaries, affiliates, and all of our respective officers, agents, partners, and employees, from and against any loss, damage, liability, claim, or demand, including reasonable attorneys' fees and expenses, made by any third party due to or arising

out of: (1) your Contributions; (2) use of the Task Offerings; (3) breach of these Terms of Use; (4) any breach of your representations and warranties set forth in these Terms of Use; (5) your violation of the rights of a third party, including but not limited to intellectual property rights; or (6) any overt harmful act toward any other user of the Site or the Task Offerings with whom you connected via the Site.

Notwithstanding the foregoing, we reserve the right, at your expense, to assume the exclusive defense and control of any matter for which you are required to indemnify us, and you agree to cooperate, at your expense, with our defense of such claims. We will use reasonable efforts to notify you of any such claim, action, or proceeding which is subject to this indemnification upon becoming aware of it.

## **USER DATA**

We will maintain certain data that you transmit to the Site for the purpose of managing the performance of the Task Offerings, as well as data relating to your use of the Task Offerings. Although we perform regular routine backups of data, you are solely responsible for all data that you transmit or that relates to any activity you have undertaken using the Task Offerings. You agree that we shall have no liability to you for any loss or corruption of any such data, and you hereby waive any right of action against us arising from any such loss or corruption of such data.

## **ELECTRONIC COMMUNICATIONS, TRANSACTIONS, AND SIGNATURES**

Visiting the Site, sending us emails, and completing online forms constitute electronic communications. You consent to receive electronic communications, and you agree that all agreements, notices, disclosures, and other communications we provide to you electronically, via email and on the Site, satisfy any legal requirement that such communication be in writing. YOU HEREBY AGREE TO THE USE OF ELECTRONIC SIGNATURES. CONTRACTS, ORDERS, AND OTHER RECORDS, AND TO ELECTRONIC DELIVERY OF NOTICES, POLICIES, AND RECORDS OF TRANSACTIONS INITIATED OR COMPLETED BY US OR VIA THE SITE. You hereby waive any rights or requirements under any statutes, regulations, rules, ordinances, or other laws in any jurisdiction which require an original signature or delivery or retention of non-electronic records, or to payments or the granting of credits by any means other than electronic means.

## **CALIFORNIA USERS AND RESIDENTS**

If any complaint with us is not satisfactorily resolved, you can contact the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs in writing at 1625 North Market Blvd., Suite N 112, Sacramento, California 95834 or by telephone at (800) 952-5210 or (916) 445-1254.

## **MISCELLANEOUS**

These Terms of Use and any policies or operating rules posted by us on the Site or in respect to the Task Offerings constitute the entire agreement and understanding between you and us. Our failure to exercise or enforce any right or provision of these Terms of Use shall not operate as a waiver of such right or provision. These Terms of Use operate to the fullest extent permissible by law. We may assign any or all of our rights and obligations to others at any time. We shall not be responsible or liable for any loss, damage, delay, or failure to act caused by any cause beyond our reasonable control. If any provision or part of a provision of these Terms of Use is determined to be unlawful, void, or unenforceable, that provision or part of the provision is deemed severable from these Terms of Use and does not affect the validity and enforceability of any remaining provisions. There is no joint venture, partnership, employment or agency relationship created between you and us as a result of these Terms of Use or use of the Task Offerings. You agree that these Terms of Use will not be construed against us by virtue of having drafted them. You hereby waive any and all defenses you may have based on the electronic form of these Terms of Use and the lack of signing by the parties hereto to execute these Terms of Use.

## **CONTACT US**

In order to resolve a complaint regarding the Site or the Task Offerings or to receive further information regarding use of the Site or the Task Offerings, please contact us at:

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