

# Tenant Customer Agreement

**IMPORTANT: PLEASE REVIEW THIS AGREEMENT CAREFULLY. IN PARTICULAR, PLEASE REVIEW THE MUTUAL ARBITRATION PROVISION AND CLASS ACTION WAIVER IN SECTION 19.**

This Agreement constitutes a legal agreement between you ("you" or "User" or "Tenant" or "Client") and GoModi, Inc.. d/b/a modi and its affiliates, parents, and subsidiaries (collectively, "GoModi" or "us"). This Agreement governs your use of the GoModi Software from the website, the mobile applications, the API, or any integration (collectively referred to as the "GoModi Software").

By accessing, using or registering with the GoModi Software or any portions thereof, you hereby expressly acknowledge and agree to be bound by the terms and conditions of this Agreement, and any future amendments and additions to this Agreement as we may publish from time to time. Please read this Agreement carefully. If you do not agree to accept and be bound by this Agreement, you must immediately stop using the GoModi Software. GoModi's acceptance is expressly conditioned upon your assent to this Agreement in its entirety. If this Agreement is considered to be an offer by us, acceptance is expressly limited to this Agreement.

By using the GoModi Software, you represent and warrant that: (i) you are at least 18 years old, are at least of the legally required age in the jurisdiction in which you reside, and are otherwise capable of entering into binding contracts; and (ii) you have the right, authority and capacity to enter into this Agreement and to abide by the terms and conditions of this Agreement, and that you will so abide. Where you enter into this Agreement on behalf of a company or other organization, you represent and warrant that you have authority to act on behalf of that entity and to bind that entity to this Agreement.

# 1 Description of the Software and GoModi Services

The GoModi Software is used by multiple parties. This agreement is for any User using GoModi, including Tenants, property owners, renters, occupants, and others who use GoModi software for their property (“Tenants”).

GoModi schedules and assigns Service Providers, but does not otherwise have control over how the Services are provided by any Service Provider. GoModi makes no representations about the suitability, reliability, timeliness, or accuracy of the services requested and provided by Tenants or Service Providers.

## 2 Relationship of the Parties

a. Each Service Provider has represented and warranted that they are an independently established contractor of GoModi. Both Service Providers and Tenants are customers of GoModi, using the GoModi Software.

b. This Agreement shall not be construed to create any association, partnership, joint venture, employee, worker or agency relationship between Service Provider and GoModi or User and GoModi. User has no authority (and shall not hold himself or herself out as having authority) to bind GoModi and User shall not make any agreements or representations on GoModi's behalf without GoModi's prior written consent. GoModi will not be responsible for withholding or paying any income, payroll, Social Security, or other federal, state, or local taxes, making any insurance contributions, including unemployment or disability, or obtaining workers' compensation insurance on Service Provider's behalf.

### **2.1 NO EMPLOYMENT**

GoModi provides software to manage and assign independent Service Providers. GoModi is not the employer of any of these Service Providers.

### **2.2 NO SOLICITATION OUTSIDE GoModi**

Tenant is prohibited from soliciting the work of any Service Provider to work outside the GoModi platform. This non-solicitation applies during the time Tenant uses the GoModi Software and for two years following the last use of the GoModi Software.

## 3 Personal and Account Information

### **3.1 COLLECTION OF YOUR PERSONAL INFORMATION.**

Some of the materials available on the GoModi Software may require prior registration to access. If you decide to access such materials you will be required to register. We may refuse to grant you, and you may not use, a username, email address or screen name that is already being used by someone else; that may be construed as impersonating another person; that belongs to another person; that violates the intellectual property or other rights of any person; that is offensive; or that we reject for any other reason in our sole discretion. When you complete a registration with us, you will be required to provide certain personal information. You agree that such information will be true, accurate and complete, and that you will update this information promptly when it changes. If you provide any information that is untrue or inaccurate, not current, or incomplete, or if we suspect that your information is untrue or inaccurate, not current, or incomplete, we may, in our sole discretion, suspend or terminate your right to access any material for which registration is required. Any personally identifiable information supplied hereunder will be subject to the terms of the Privacy Policy.

### **3.2 ACCOUNT, PASSWORD AND SECURITY.**

You are the sole authorized user of your account. You are responsible for maintaining the confidentiality of any username, password and account provided by you or us for accessing the GoModi Software. You are solely and fully responsible for all activities that occur under your password or account, except that GoModi may, in certain circumstances, access your account to make changes that you request. GoModi has no control over the use of any User's account by the User or third parties and expressly

disclaims any liability derived therefrom. Should you suspect that any unauthorized party may be using your password or account or you suspect any other breach of security, you must contact us immediately at GoModi.com. You are responsible for actions that occur from your loss of or sharing of your username or password, so keep it safe. Nothing in this section shall affect GoModi's rights to limit or terminate the use of the GoModi Software, as provided below in this agreement. You will provide us with such proof of identity as we may reasonably request from time to time.

### **3.3 TEXT MESSAGES AND PHONE CALLS.**

By using the GoModi Software, you expressly consent and agree to accept and receive communications from us, including via text (SMS) messages, calls, push notifications and other reasonable means at any of your contact numbers or addresses, even if you are listed on any federal, state, provincial or other applicable "Do Not Call" list, in order that we may provide the services set forth on the GoModi Software. Standard messaging charges applied by your cell phone carrier may apply to text messages we send. You represent that you have received, and are authorized to convey to us, the consent of any authorized users on your account to be contacted by us as described in this Section. You agree that all consents provided in this Section will survive cancellation of your account. You may opt-out of receiving promotional or marketing texts or calls from GoModi at any time. You may opt-out of receiving all text (SMS) messages from GoModi (including informational or transactional messages) by replying with the word "STOP" to a text message from us; however you acknowledge that opting out of receiving all texts may impact your use of the GoModi Software or the Services. You also acknowledge that GoModi or its third party software providers may record customer service calls after notice to you and with your consent, in order to assist you when you contact our customer support services. You agree to GoModi's use of a software provider to mask your telephone number when you call or exchange text (SMS) messages with a Service Provider. During this process, GoModi and its software provider will receive in real time and store call data, including the date and time of the

call or text (SMS) message, the parties' phone numbers, and the content of the text (SMS) messages. You agree to the masking process described above and to GoModi's use and disclosure of this call data for its legitimate business purposes.

### **3.4 EMAILS**

GoModi may send you confirmation and other transactional emails. GoModi and its affiliates, subsidiaries, parents may also send you emails about other services that we think might interest you ("Promotional Emails"). You can unsubscribe from Promotional Emails at any time by clicking unsubscribe in our email communications or contacting us.

### **3.5 FALSE INFORMATION**

TO KNOWINGLY INPUT FALSE INFORMATION, INCLUDING BUT NOT LIMITED TO NAME, PHONE NUMBER, ADDRESS OR E-MAIL ADDRESS IS A VERY SERIOUS AND FRAUDULENT MATTER THAT COULD RESULT IN SIGNIFICANT COSTS AND DAMAGES INCLUDING INVASION OF PRIVACY RIGHTS, TO GoModi, USERS, AND SERVICE PROVIDERS AS WELL AS THE LOSS OF TIME, EFFORT AND EXPENSE RESPONDING TO AND PURSUING SUCH FALSE INFORMATION AND REQUEST, AND FURTHER, COULD RESULT IN REGULATORY FINES AND PENALTIES. ACCORDINGLY, IF YOU KNOWINGLY INPUT FALSE INFORMATION INTO YOUR ACCOUNT, INCLUDING BUT NOT LIMITED TO SOME ONE ELSE'S NAME, E-MAIL ADDRESS, PHYSICAL ADDRESS OR PHONE NUMBER OR A RANDOM OR MADE UP NAME, ADDRESS, E-MAIL OR PHONE NUMBER YOU AGREE TO FULLY INDEMNIFY AND BE LIABLE TO GoModi AND EACH USER, FOR THE GREATER OF: (1) A MINIMUM AMOUNT OF \$11,000 TO EACH OF GoModi AND EACH OF THE AFFECTED USERS AND FOR EACH OF THE ACTUAL PERSON(S) AFFECTED BY ANY OF THE IMPROPER, INCORRECT OR FRAUDULENT INFORMATION YOU ENTER (FOR EXAMPLE THE ACTUAL OWNER OF THE E-MAIL ADDRESS OR PHONE NUMBER, ETC.), PER IMPROPER SUBMISSION, PLUS ANY ATTORNEYS

FEES COSTS AND EXPENSE RELATING THERETO, IF APPLICABLE, OR (2) THE ACTUAL DAMAGES, DIRECT, PUNITIVE AND CONSEQUENTIAL, AND ANY REGULATORY OR JUDICIAL FINES OR PENALTIES THAT MAY ARISE FROM SUCH INTENTIONAL, MISLEADING, HARMFUL AND FRAUDULENT ACTIVITY, PLUS REASONABLE LEGAL FEES, COST AND EXPENSES RELATING THERETO, WHICHEVER IS GREATER.

### **3.6 ACCESS TO TENANT'S PROPERTY.**

When Tenant books and/or schedules Services from GoModi, Tenant specifically authorizes GoModi and the Service Providers to have direct access to the Tenant's unit, apartment, condo, property, etc. Tenant understands and agrees that GoModi and Service providers will be given a master key to enter such properties so that any and all Services may be performed.

## **4 Licenses**

### **4.1 CONTENT LICENSE**

a. GoModi may, from time to time, provide written or graphical content in various forms ("GoModi Content"). GoModi grants User a revocable, non-exclusive, non-sublicensable, non-non-transferable, license to use the GoModi Content solely for use of the GoModi Software and, where applicable, subject to the terms of this agreement. User may not resell or distribute any GoModi Content. GoModi will continue to retain sole and exclusive ownership GoModi Content.

b. Restrictions. You expressly agree that GoModi Content shall not be incorporated into a trademark or service mark.

### **4.2 LICENSE TO GoModi TECHNOLOGY**

a. License Grant. In consideration for the fees paid by you hereunder (or during any applicable free trial), GoModi hereby grants you (i) a limited revocable, non-exclusive, non-sublicensable, non-non-transferable, license to use the "GoModi Technology"

(defined below) solely for your business use. The GoModi Technology license shall immediately and automatically terminate upon termination or expiration of this Agreement, or your breach of the terms of this Agreement. User may not resell or distribute any of the GoModi Technology. All right, title and interest in and to the GoModi Technology shall remain solely with GoModi. You shall not, directly or indirectly, reverse engineer, decompile, disassemble or otherwise attempt to derive source code or other trade secrets from any of the GoModi Technology.

b. "GoModi Technology" means GoModi's proprietary technology, including, without limitation, GoModi services, hardware designs, software (in source code and object code forms), user interface designs, architecture, documentation, know-how, trade secrets, any related intellectual property rights throughout the world (owned by GoModi or licensed to GoModi from a third party), and any derivatives, modifications or extensions of GoModi Technology conceived of during the term of this Agreement by either party.

#### **4.3 LICENSE FROM YOU TO GoModi**

a. You hereby grant to GoModi a non-exclusive, royalty-free, worldwide right and license during the Term to use any and all of the text, images, content, and other data which you add, upload, or provide ("User Content") in order for GoModi to provide its software and services. Except for the rights expressly granted above, GoModi is not acquiring any right, title or interest in or to the User Content, all of which shall remain solely with User.

b. Any derivative works of GoModi Content created by User or User's pros or affiliates, shall not be considered "User Content", but shall be deemed to be GoModi Content.

c. User gives GoModi permission to use any and all of User's voice, image, likeness, and any ratings and reviews, with or without using User's name, in connection with the products and/or services available through the GoModi Software, for any purpose

deemed appropriate by the GoModi in its reasonable discretion, except to the extent expressly prohibited by law.

d. User represents and warrants they have all legal rights to use any User Content.

## 5 Background Checks and Licensing

Although GoModi will perform background checks on Service Providers, GoModi cannot confirm that a Service Provider is who they claim to be. GoModi does not assume any responsibility for the accuracy or reliability of this information or any information obtained from third-party background check services. Background checks are completed by one or more third party background check services. However, each User should exercise caution and common sense to protect its personal safety and property, just as you would when interacting with any person whom you do not know.

The Background Check Certification means that a third party background check provider ran their check, and could not find evidence at the time that the Service Provider was on the sex offender registry, national terror watchlist, or had a theft or safety related issue on the Federal repository or County repository in which they reside.

GoModi CANNOT AND DOES NOT WARRANT OR REPRESENT THAT A SERVICE PROVIDER'S PROFILE OR BACKGROUND CHECK CERTIFICATION IS UP TO DATE. GoModi IS UNDER NO OBLIGATION TO UPDATE A BACKGROUND CHECK OR PROFILE.

BY USING THE GoModi SOFTWARE AND EXCEPT AS EXPRESSLY SET FORTH HEREIN, THE REQUESTER AGREES TO HOLD GoModi FREE FROM THE RESPONSIBILITY FOR ANY LIABILITY OR DAMAGE THAT MIGHT ARISE OUT OF ANY ACTION OR SERVICE BY A SERVICE PROVIDER. GoModi IS NOT RESPONSIBLE FOR THE CONDUCT, WHETHER ONLINE OR OFFLINE, OF ANY USER INCLUDING SERVICE PROVIDERS, AND WILL NOT BE LIABLE FOR ANY



CLAIM, INJURY OR DAMAGE ARISING IN CONNECTION WITH ANY SERVICE BOOKED WITH A SERVICE PROVIDER.

## 6 Billing and Payment Policy

Tenants are obligated to pay all fees owed to GoModi, unless specifically notified otherwise. You can select in your account from various payment methods and time frames, subject to credit restrictions at GoModi's sole discretion. You authorize GoModi to charge for any payments owed in conjunction with your account settings.

No refunds or credits will be provided once the GoModi Service Request's credit card has been charged. At GoModi's sole discretion, refunds or credits may be granted in extenuating circumstances, as a result of specific refund guarantee promotions, to refund back refundable credit on your account, or to correct any errors made by GoModi.

While GoModi will use commercially reasonable efforts to ensure the security of all credit card and all other personal information, we expressly disclaim any liability for any damage that may result should any information be released to any third parties, and you agree to hold GoModi harmless for any damages that may result therefrom. GoModi will use third party services to process credit card information. For further information regarding that service, please contact GoModi to request information about GoModi's credit card processing providers.

You will be liable for all transaction taxes on the services provided under this Agreement (other than taxes based on GoModi's income).

## 7 Third Party Sites

Links from GoModi Software to sites or applications operated or controlled by third parties do not constitute the endorsement by GoModi of the site or their content. Any links are for reference only, and GoModi is not responsible for their content. **YOU ACCESS THIRD PARTY SITES AT YOUR OWN RISK AND YOU AGREE TO HOLD**

GoModi HARMLESS FROM ANY LIABILITY THAT MAY RESULT FROM THIRD PARTY SITES.

## 8 Limitations of Use of the Software

During the term of this Agreement, You may only use the GoModi Software for your personal use or the use of a person or organization that you validly represent. You may only use GoModi in connection with locations where you are legally authorized to do so. You agree to follow all applicable laws and regulations in conjunction with any use of the software. Any agreement or contract with the Service Provider is between You and the Service Provider and subject to their terms.

You shall NOT use the GoModi Software to do any of the following:

- Use the GoModi Software in any manner that is in violation of local, state, or national law.
- Use the GoModi Software for any service type and/or location that could create an employment relationship between GoModi and Service Provider or GoModi and yourself.
- Use the GoModi Software to collect information about Tenants or Service Providers in bulk.
- Use the GoModi Software to solicit for any other business, website, or service.
- Use the GoModi Software to find service providers for use outside the software.
- Recruit, solicit, or contact in any form Service Providers or other users for employment or any other use not specifically intended by the GoModi Software.
- Resell the GoModi Software.
- Impersonate another person or allow any other person to use your identification or your account.
- Post the same note repeatedly (referred to as 'spamming').
- Imply that you are endorsed by us, without our prior written consent.

- Reverse engineer, translate, modify, adapt, license, sublicense, alter, copy, distribute, hack or interfere with the GoModi Software in any way.
- Use a robot, spider, or other manual/automatic process to scrape or index the GoModi Software in any manner.
- Remove or alter any copyrights, trademarks or proprietary marks and rights owned by us.
- Register to use the GoModi Software under different usernames or identities, after your account has been suspended or terminated.
- Mirror or archive any part of the GoModi Software or GoModi content.
- Forge any part of an electronic message.
- Alter transmission data without GoModi's consent.
- Use the Software with the intent of reselling it.

## 9 Credit, Promotions, and Gifts

### 9.1 CREDIT

Credits given can only be applied towards future GoModi fees. Any and all credits added to an account expires 90 days after the credit is first added to an account unless otherwise specified or unless prohibited by law. Expired credits cannot be used. Note this explicitly does not apply to any credits added from gift cards.

### 9.2 PROMOTIONS

a. Changes to Promotions. We may from time to time provide certain promotional opportunities. All promotions will be run at our sole discretion, and can be activated, modified or removed at any time by us without advance notification.

b. Promotional Coupons. GoModi reserves the right to cancel promotional coupons at any time. No refunds will be granted for any expired or canceled promotional coupons. Coupons have no intrinsic value, are nonrefundable, are not redeemable for cash, have no cash value, and serve merely as a means to recognize and provide an incentive to

use the GoModi Software. Promotional coupons will not be applied against any sales, use, gross receipts or similar transaction based taxes that may be applicable to you. Each promotional coupon can only be used once.

c. Referral Discounts. In the event that you are given a code through which you may refer a friend to use the GoModi Software in exchange for a referral discount, you shall not use any online marketing or advertising to promote such code or to artificially increase the amount of credits awarded. By way of example, you may not post, or cause, request or permit a third party to post any such code on a coupon website, nor use any paid search marketing, online advertising, forum posting, newsgroup posting or bulk email to disseminate such code. You may only share such code with your personal friends and acquaintances for legitimate referral purposes, as determined by us in our sole discretion. GoModi referral discounts are redeemable only for Concierge Fees. GoModi referral discounts have no cash value and are not redeemable for cash unless otherwise required by law. Without limiting our other rights and remedies, we may terminate such code and/or your account for any breach of this Section.

### **9.3 GIFT CARDS**

a. Gift Cards are redeemable only for use for Fees for GoModi or to remit payment to a service provider. Gift Cards have no cash value and are not redeemable for cash unless otherwise required by law.

b. Gift Cards must be presented at the time of purchase and any available balance will be applied to your purchase.

c. Gift Cards do not expire and there are no inactivity, dormancy or service fees associated with Gift Cards.

d. Gift Cards are not replaceable if lost or stolen, and cannot be combined with any other coupons.

e. Gift Cards cannot be used for any previous purchase or the purchase of another Gift Card.

f. We reserve the right to limit quantities of Gift Cards purchased by any person or entity and to cancel a Gift Card if we believe that the Gift Card was obtained through fraudulent or unauthorized means.

g. No credit card, credit line, overdraft protection, or deposit account is associated with your Gift Card.

h. A Gift Card is void if copied, altered, transferred, purchased or sold. Unused Gift Card balances are not transferable, and you may not sell a Gift Card or otherwise barter for its exchange although you may give a Gift Card to someone else as a gift.

i. Purchases of Gift Cards are final and not refundable. All sales are final

j. We reserve the right to correct the balance of a Gift Card if we believe that a billing error has occurred, and we disclaim all liability for any such billing errors.

k. Gift Cards and their use are subject to this Agreement (including the Privacy Policy) and use of a Gift Card constitutes acceptance thereof. Applicable terms and conditions are subject to change without notice. If the laws pertaining to a Gift Card require additional or different terms and conditions, then such terms and conditions shall apply.

l. In the event you do not use your Gift Card for a certain period of time, we may be required to turn over the remaining Gift Card balance to a state under such state's unclaimed or abandoned property law. Although your Gift Card does not expire, if we are obligated to turn over the remaining balance of your Gift Card under a state's unclaimed property law, by operation of law we will be released from any further liability or obligation with respect to your Gift Card and you may be required to contact the state's unclaimed property administrator to attempt to recover your unused Gift Card balance. To protect your right to continue to use your remaining Gift Card balance, we

will make reasonable efforts to exempt your Gift Card from state unclaimed property laws.

## 10 Intellectual Property Complaints

GoModi respects the intellectual property of others and will respond to detailed notices of alleged infringement. In the event that a person or entity has a good faith belief that a Service Provider or User is infringing on their Intellectual Property please email [legal@GoModi.com](mailto:legal@GoModi.com) with as much detail as possible. We will follow up with all legally required actions.

## 11 Modifications to the Software

We reserve the right in our sole discretion to review, improve, modify or discontinue, temporarily or permanently, the GoModi Software or any content or information on the GoModi Software with or without notice. We will not be liable to any party for any modification or discontinuance of the GoModi Software.

## 12 GoModi Subscriptions, Fees, and Payment Terms

a. GoModi Software can be either a subscription payable for what you use or per use fees. The fees are set forth online or in the app. All fees are non-refundable and non-transferable except for as expressly provided in these Terms of Service. Each Tenant authorizes us to confirm that the payment method on their Account is in good standing with a financial institution as long as the Tenant has an active Subscription.

b. We reserve the right to adjust pricing for any subscription at any time upon fourteen (14) days prior notice and beginning on your next billing cycle. You must agree to the change in fees to continue to use the Services.

c. You may terminate any subscription at any time online in your app. You will not be eligible for a prorated refund or any portion of the Subscription fees paid for the then-

current subscription cycle or for fees previously paid. Following cancellation, you will continue to have access to the GoModi Software.

d. Additional fees may apply for features that will be expressly laid out in the app. Examples include payment processing, Jobs Requested Through GoModi, and communication charges.

## 13 Dispute Resolution between Service Providers and Clients

a. You may choose the method of dispute resolution with any Service Providers you book, including dispute resolution by GoModi. It is not required to use GoModi for dispute resolution unless both you and the Service Provider agreed to do so.

b. If using GoModi for dispute resolution. You agree to abide by and to follow the terms of the GoModi Resolution Process, as amended from time to time and appearing on our Website. You will cooperate with us if we attempt to facilitate the resolution of any dispute between you and your Service Provider; however we are not liable to you or any Service Provider if such matters cannot be resolved.

c. If you lose any dispute with a Service Provider and are using GoModi for dispute resolution, we reserve the right to withhold the disputed amount from future payments or charge any payment method as needed.

d. If you win any dispute with a Service Provider, we can withhold fees from them where possible but are otherwise unable to provide any collection services.

e. All disputes must be filed in the appropriate court or arbitration panel in Travis County, Texas.

## 14 Indemnification

TENANTS SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS GOMODI AND ITS AFFILIATES, PARENTS, SUBSIDIARIES, AND PARTNERS AND THEIR

RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SUCCESSORS, AND ASSIGNS FROM AND AGAINST ALL LOSSES, DAMAGES, LIABILITIES, DEFICIENCIES, ACTIONS, JUDGMENTS, INTEREST, AWARDS, PENALTIES, FINES, COSTS, OR EXPENSES OF WHATEVER KIND (INCLUDING REASONABLE LEGAL FEES) ARISING OUT OF OR RESULTING FROM: (A) BODILY INJURY, DEATH OF ANY PERSON, THEFT OR DAMAGE TO REAL OR TANGIBLE, PERSONAL PROPERTY RESULTING FROM USER'S ACTS OR OMISSIONS; AND (B) USER'S BREACH OF ANY REPRESENTATION, WARRANTY, OR OBLIGATION UNDER THIS AGREEMENT.

## 15 Additional Protection

N/A

## 16 Insurance & Liability & Damage Claims

If you carry insurance that would cover you in the event of a claim, such as renter's insurance, homeowner's insurance, automobile insurance or an umbrella policy ("Personal Insurance"), You agree that your Personal Insurance is primary and any coverage offered by GoModi would be secondary. GoModi shall never compensate for losses covered by your Personal Insurance.

### **16.1 LIMITED DAMAGE CLAIMS**

GoModi does not cover damage of any kind to your property, and that we may offer dispute resolution methods with your pros, but these do not constitute GoModi assuming any responsibility for claims. If damage occurs, ultimately you will need to pursue the party responsible directly.

### **16.2 DISCLAIMER OF WARRANTIES**

EXCEPT AS SPECIFICALLY PROVIDED IN THIS AGREEMENT, USE OF THE SERVICE IS ENTIRELY AT YOUR OWN RISK.



THE SERVICE IS PROVIDED ON AN "AS IS" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

WITHOUT LIMITING THE FOREGOING, NEITHER GoModi NOR ITS AFFILIATES OR LICENSOR WARRANT THAT ACCESS TO THE SERVICE WILL BE UNINTERRUPTED OR THAT THE SERVICE WILL BE ERROR-FREE; NOR DO THEY MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICE, OR AS TO THE TIMELINESS, ACCURACY, RELIABILITY, COMPLETENESS OR CONTENT OF ANY OR SERVICE, INFORMATION OR MATERIALS PROVIDED THROUGH OR IN CONNECTION WITH THE USE OF THE SERVICE.

WITHOUT LIMITING THE FOREGOING, NEITHER GoModi NOR ITS AFFILIATES OR LICENSOR WARRANT THAT ANY SERVICE WILL OCCUR WHATSOEVER. GoModi IS SOLELY A SOFTWARE MANAGEMENT TOOL.

NEITHER GoModi NOR ITS AFFILIATES ARE RESPONSIBLE FOR ANY DAMAGE, INJURY, OR THEFT TO YOU OR YOUR PROPERTY AS A RESULT OF ACTIONS BY YOU OR GoModi SERVICE PROVIDERS. YOU ARE RESPONSIBLE FOR PHYSICALLY SECURING ALL VALUABLE ITEMS.

NEITHER GoModi NOR ITS AFFILIATES OR LICENSOR WARRANT THAT THE SERVICE IS FREE FROM VIRUSES, WORMS, TROJAN HORSES, OR OTHER HARMFUL COMPONENTS.

GoModi AND ITS AFFILIATES AND LICENSOR CANNOT AND DO NOT GUARANTEE THAT ANY PERSONAL INFORMATION SUPPLIED BY YOU WILL NOT BE MISAPPROPRIATED, INTERCEPTED, DELETED, DESTROYED OR USED BY OTHERS.

### **16.3 NO LIABILITY**

YOU AGREE NOT TO HOLD GoModi, ITS AFFILIATES, ITS LICENSOR, OR ANY OF SUCH PARTIES' AGENTS, EMPLOYEES, OFFICERS, DIRECTORS, CORPORATE PARTNERS, OR PARTICIPANTS LIABLE FOR ANY DAMAGE, SUITS, CLAIMS, AND/OR CONTROVERSIES (COLLECTIVELY, "LIABILITIES") THAT HAVE ARISEN OR MAY ARISE, WHETHER KNOWN OR UNKNOWN, RELATING TO YOUR USE OF OR INABILITY TO USE THE SERVICE, INCLUDING WITHOUT LIMITATION ANY LIABILITIES ARISING IN CONNECTION WITH THE CONDUCT, ACT OR OMISSION OF ANY USER (INCLUDING WITHOUT LIMITATION STALKING, HARASSMENT THAT IS SEXUAL OR OTHERWISE, ACTS OF PHYSICAL VIOLENCE, AND DESTRUCTION OF PERSONAL PROPERTY), ANY DISPUTE WITH ANY USER, ANY INSTRUCTION, ADVICE, ACT, OR SERVICE PROVIDED BY GoModi OR ITS AFFILIATES OR LICENSOR, ANY DESTRUCTION OF YOUR INFORMATION.

YOU WARRANT THAT YOU ARE HEALTHY ENOUGH TO USE THE SERVICE, AND AGREE NOT TO HOLD GoModi, ITS AFFILIATES, ITS LICENSOR, OR ANY OF SUCH PARTIES' AGENTS, EMPLOYEES, OFFICERS, DIRECTORS, CORPORATE PARTNERS, OR PARTICIPANTS LIABLE FOR ANY INJURY WHATSOEVER (INCLUDING WITHOUT LIMITATION INJURY RELATED TO PREGNANCY OR ALLERGIES).

UNDER NO CIRCUMSTANCES WILL GoModi ITS AFFILIATES, ITS LICENSOR, OR ANY OF SUCH PARTIES' AGENTS, EMPLOYEES, OFFICERS, DIRECTORS, CORPORATE PARTNERS, OR PARTICIPANTS BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES ARISING IN CONNECTION WITH YOUR USE OF OR INABILITY TO USE THE SERVICES, EVEN IF ADVISED OF THE POSSIBILITY OF THE SAME. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

IF, NOTWITHSTANDING THE FOREGOING EXCLUSIONS, IT IS DETERMINED THAT GoModi OR ITS AFFILIATES, ITS LICENSOR, OR ANY OF SUCH PARTIES' AGENTS, EMPLOYEES, OFFICERS, DIRECTORS, CORPORATE PARTNERS, OR PARTICIPANTS IS LIABLE FOR DAMAGES, IN NO EVENT WILL THE AGGREGATE LIABILITY, WHETHER ARISING IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, EXCEED THE TOTAL FEES PAID BY YOU TO GoModi DURING THE SIX (6) MONTHS PRIOR TO THE TIME SUCH CLAIM AROSE.

## **17 Term; Termination**

### **17.1 TERM**

- a. This Agreement shall be effective as of the date it is executed by Tenant and shall remain in effect unless and until terminated as set forth in this Section (the Term).
- b. The parties acknowledge that the term of this Agreement does not reflect an uninterrupted service arrangement, as the User can use the GoModi Software intermittently.

### **17.2 TERMINATION**

- a. GoModi and User may terminate this Agreement, effective immediately upon written notice to the other party, in the event that other party materially breaches this Agreement. A material breach shall include, but not be limited to, the acts or omissions expressly defined as constituting a material breach herein, misconduct, GoModi's failure to make the software available, or User fails to remit any Fees owed GoModi.
- b. In the event there is a dispute whether GoModi or User materially breached the agreement, and it cannot be resolved by informal negotiations, the parties agree to submit any such dispute to final and binding arbitration, unless User exercises his/her right to opt out of arbitration, as described below.

c. In addition to the foregoing, User may terminate the Agreement for any reason upon fifteen (15) days' written notice.

d. GoModi may prevent you from booking in the event of a severe theft or safety related concern is brought up by a Service Provider. Safety concerns include severe privacy violations. You will have the right to appeal such removals.

### **17.3 SURVIVING PROVISIONS**

After this Agreement terminates, the terms of this Agreement that expressly or by their nature contemplate performance after this Agreement terminates or expires will survive and continue in full force and effect. For example, the provisions requiring arbitration, class action waives, protecting intellectual property, indemnification, payment of fees and setting forth limitations of liability each, by their nature, contemplate performance or observance after this Agreement terminates. Without limiting any other provisions of the Terms of Service, the termination of this Agreement for any reason will not release you or GoModi from any obligations incurred prior to termination of this Agreement or that thereafter may accrue in respect of any act or omission prior to such termination.

## **18 Assignment**

User may not assign this Agreement, absent written authorization by GoModi. GoModi may freely assign its rights and obligations under this Agreement at any time. This Agreement will inure to the benefit of, be binding on, and be enforceable against, each of the parties hereto and their respective successors and assigns.

## **19 Dispute Resolution: Governing Law**

### **19.1 INFORMAL NEGOTIATIONS**

To expedite resolution and reduce the cost of any dispute, controversy or claim related to this Agreement or otherwise arising from the relationship between User and GoModi, User and GoModi agree to first attempt to negotiate any dispute informally for at least

thirty (30) days before initiating any arbitration or court proceeding. Such informal negotiations will commence upon written notice of the dispute, controversy, or claim. User's address for such notices is the address provided by the User to GoModi. GoModi's address for such notices is electronic at legal@GoModi.com.

## **19.2 MUTUAL ARBITRATION PROVISION AND CLASS ACTION WAIVER**

a. GoModi AND USER MUTUALLY AGREE TO WAIVE THEIR RESPECTIVE RIGHTS TO THE RESOLUTION OF DISPUTES IN A COURT OF LAW BY A JUDGE OR JURY AND AGREE TO RESOLVE ANY DISPUTE IN ARBITRATION, as set forth below. This Mutual Arbitration Provision is governed by the Federal Arbitration Act (9 U.S.C. §§ 1-16) and shall survive the termination of this Agreement.

b. Except as expressly provided below, this Mutual Arbitration Provision shall apply to any and all Claims (as defined below) between you and GoModi, including, but not limited to, any GoModi d/b/as, affiliates, subsidiaries, parents, successors and assigns and each of GoModi's respective officers, directors, investors, insurers, employees, agents, or shareholders. This Mutual Arbitration Provision shall also apply to any and all disputes and/or claims between you and any Client, and/or any other third-party entity involved in requesting or in any way involved in making available, arranging and/or facilitating the Services. The parties agree that Clients and the other third-parties referenced in this paragraph are intended third-party beneficiaries of this Mutual Arbitration Provision.

c. EXCEPT AS EXPRESSLY PROVIDED BELOW, ALL DISPUTES AND/OR CLAIMS BETWEEN YOU AND GoModi SHALL BE EXCLUSIVELY RESOLVED IN BINDING ARBITRATION ON AN INDIVIDUAL BASIS; CLASS ARBITRATIONS AND REPRESENTATIVE ACTIONS AND CLASS ACTIONS ARE NOT PERMITTED.

d. Disputes and claims covered by this Mutual Arbitration Provision include, but are not limited to, any dispute, claim or controversy, whether based on past, present or future

events, arising out of or relating to: this Agreement and any and all prior versions thereof (including the formation, breach, termination, enforcement, interpretation or validity thereof), a Service Provider's classification as an independent contractor, a Service Provider's provision of Services, the payments received by a Service Provider for providing Services, a User's registration to use the GoModi Software, disputes with any entity or individual arising out of or related to the use of the GoModi Software, background checks, privacy, trade secrets, unfair competition, compensation, classification, minimum wage, seating, expense reimbursement, overtime, breaks and rest periods, retaliation, discrimination or harassment and claims arising under the Fair Credit Reporting Act, the Uniform Trade Secrets Act, the Defend Trade Secrets Act, Title VII of the Civil Rights Act of 1964, 42 U.S.C. §1981, Rehabilitation Act, Civil Rights Acts of 1866 and 1871, the Civil Rights Act of 1991, the Pregnancy Discrimination Act, Equal Pay Act, Americans With Disabilities Act, Age Discrimination in Employment Act, Family Medical Leave Act, Fair Labor Standards Act, Employee Retirement Income Security Act (except for claims for employee benefits under any benefit plan sponsored by the Company and (a) covered by the Employee Retirement Income Security Act of 1974 or (b) funded by insurance), Affordable Care Act, Genetic Information Non-Discrimination Act, Uniformed Services Employment and Reemployment Rights Act, Worker Adjustment and Retraining Notification Act, Older Workers Benefits Protection Act of 1990, Occupational Safety and Health Act, Consolidated Omnibus Budget Reconciliation Act of 1985, state or local statutes or regulations addressing the same or similar subject matters, and all other aspects of the User's relationship with GoModi whether arising under federal, state or local statutory and/or common law. The parties further agree that this Mutual Arbitration Provision covers all claims or disputes between you and a third-party concerning the provision of any background check of you by a consumer reporting agency and claims or disputes between you and any other third-party entity involved in requesting or in any way involved in making available, arranging and/or facilitating the Services.

**e. Except as stated in Section 19.2 (i), only an arbitrator, and not any federal, state, or local court or agency, shall have the exclusive authority to resolve any dispute relating to the interpretation, applicability, validity, enforceability, conscionability, and/or formation of this Mutual Arbitration Provision.**

f. If either party wishes to initiate arbitration, the initiating party must notify the other party in writing via certified mail, return receipt requested and email, or hand delivery within the applicable statute of limitations period and email. This demand for arbitration must include (1) the name and address of the party seeking arbitration, (2) a statement of the legal and factual basis of the claim, and (3) a description of the remedy sought.

Any demand for arbitration by Tenant must be delivered to: GoModi Inc: 6620 Wolfcreek Pass, Austin, TX 78749g. **CLASS ACTION WAIVER-PLEASE READ.** GoModi AND Tenant MUTUALLY AGREE THAT BY ENTERING INTO THIS AGREEMENT TO ARBITRATE, BOTH WAIVE THEIR RIGHT TO HAVE ANY DISPUTE OR CLAIM BROUGHT, HEARD OR ARBITRATED AS A CLASS ACTION AND/OR COLLECTIVE ACTION, AND AN ARBITRATOR SHALL NOT HAVE ANY AUTHORITY TO HEAR OR ARBITRATE ANY CLASS ACTION AND/OR COLLECTIVE ACTION (CLASS ACTION WAIVER). GoModi AND Tenant MUTUALLY AGREE THAT BOTH ARE WAIVING THE RIGHT TO BRING, PURSUE OR HAVE A CLAIM OR DISPUTE RESOLVED AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR COLLECTIVE PROCEEDING.

**h. REPRESENTATIVE ACTION WAIVER-PLEASE READ.** You and GoModi mutually agree that by entering into this agreement to arbitrate, both waive their right to have any dispute or claim brought, heard or arbitrated as a representative action, and an arbitrator shall not have any authority to arbitrate a representative action ("Representative Action Waiver").

i. Notwithstanding any other clause contained in this Agreement, this Mutual Arbitration Provision, or the AAA Rules, as defined below, any claim that all or part of the Class Action Waiver and/or Representative Action Waiver is unenforceable, invalid, unconscionable, void or voidable may be determined only by a court of competent jurisdiction and not by an arbitrator. As stated above, all other disputes regarding interpretation, applicability, enforceability, or formation of this Mutual Arbitration Provision shall be determined exclusively by an arbitrator.

j. You agree and acknowledge that entering into this Mutual Arbitration Provision does not change Service Provider's status as an independent contractor in fact and in law, that Service Provider is not an employee of GoModi and that any disputes in this regard shall be subject to final and binding arbitration as provided in this Mutual Arbitration Provision.

k. Where the relief sought is \$1,000,000 or less, the arbitration will be conducted by FairClaims in accordance with its Arbitration Rules & Procedures effective at the time a claim is made. Where the relief sought is more than \$1,000,000, the arbitration will be conducted by the American Arbitration Association ("AAA") under its rules and procedures, including the AAA's Consumer Arbitration Rules (as applicable), as modified by this Agreement to Arbitrate.

l. If the Parties are unable to resolve the claims in Informal Negotiation after 30 days, either Party may initiate arbitration proceedings. A form for initiating arbitration proceedings is available on the FairClaims website or the AAA's site. (The AAA provides a Demand for Arbitration form.) Any settlement offer made by you or GoModi shall not be disclosed to the arbitrator.

m. Any FairClaims arbitration hearing shall be held via written submission, or where requested, video conference. Any AAA arbitration hearing shall be held in the county in which you reside or at another mutually agreed location. Either Party may elect to have



the arbitration conducted by telephone or based solely on written submissions, which election shall be binding on the Parties subject to the arbitrator's discretion to require an in-person hearing, if the circumstances warrant. In cases where an in-person hearing is held, you and/or GoModi may attend by telephone.

n. The arbitrator will decide the substance of all claims in accordance with applicable law, including recognized principles of equity, and will honor all claims of privilege recognized by law. The arbitrator shall not be bound by rulings in prior arbitrations involving different users but is bound by rulings in prior arbitrations involving the same GoModi user to the extent required by applicable law. The arbitrator's award shall be final and binding and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

o. The Parties agree that all communications and evidence related to the dispute will remain confidential, and neither party shall take any action that will harm the reputation of any of the other, or which would reasonably be expected to lead to unwanted or unfavorable publicity to either of the Parties or entities.

p. The Arbitrator may issue orders (including subpoenas to third parties) allowing the parties to conduct discovery sufficient to allow each party to prepare that party's claims and/or defenses, taking into consideration that arbitration is designed to be a speedy and efficient method for resolving disputes;

q. Except as provided in the Class Action Waiver and Representative Action Waiver, the Arbitrator may award all remedies to which a party is entitled under applicable law and which would otherwise be available in a court of law, but shall not be empowered to award any remedies that would not have been available in a court of law for the claims presented in arbitration. The Arbitrator shall apply the state or federal substantive law, or both, as is applicable;

r. The Arbitrator may hear motions to dismiss and/or motions for summary judgment and will apply the standards of the Federal Rules of Civil Procedure governing such motions;

s. You or GoModi may apply to a court of competent jurisdiction for temporary or preliminary injunctive relief on the ground that without such relief the arbitration provided may be rendered ineffectual.

t. If the arbitrator issues you an award that is greater than the value of GoModi's last written settlement offer made after you participated in good faith in the Informal Negotiation process, then GoModi will pay you the amount of the award or U.S. \$5,000, whichever is greater.

u. If either party initiates an action in violation of this mutual arbitration provision, and a court or arbitrator determines that such an action is barred by this agreement, then the party who initiated the violating action shall be liable to pay the other party's costs (including attorney fees) to remedy that violating action, unless such damages are prohibited by law.

v. The Arbitrator's fees shall be apportioned in accordance with applicable law as determined by the Arbitrator;

w. Unless applicable law requires otherwise, and notwithstanding anything to the contrary in the applicable AAA rules or fee schedule(s), GoModi and you shall equally share filing fees and other similar and usual administrative costs, as are common to both court and administrative proceedings;

x. Regardless of any other terms of this Agreement or Mutual Arbitration Provision, nothing prevents You from making a report to or filing a claim or charge with the Equal Employment Opportunity Commission, U.S. Department of Labor, Securities and Exchange Commission, National Labor Relations Board, or Office of Federal Contract Compliance Programs, and nothing in this Agreement or Mutual Arbitration Provision prevents the investigation by a government agency of any report, claim or charge

otherwise covered by this arbitration provision. This Mutual Arbitration Provision also does not prevent federal administrative agencies from adjudicating claims and awarding remedies based on the claims addressed in this Section, even if the claims would otherwise be covered by this Mutual Arbitration Provision. Nothing in this Mutual Arbitration Provision prevents or excuses a party from satisfying any required conditions precedent and/or exhausting required administrative remedies under applicable law before bringing a claim in arbitration. GoModi will not retaliate against You for filing a claim with an administrative agency or for exercising rights (individually or in concert with others) under Section 7 of the National Labor Relations Act.

y. The AAA Rules may be found at [www.adr.org](http://www.adr.org) or by searching for AAA Consumer Arbitration Rules or by calling the AAA at 1-800-778-7879.

z. Tenant's Right to Opt Out of Arbitration. Arbitration is not a mandatory condition of Your contractual relationship with GoModi, and therefore You may submit a statement notifying GoModi that You wish to opt out and not be subject to this Mutual Arbitration Provision. In order to opt out, You must notify GoModi of Service Provider's intention to opt out by submitting to GoModi at 6620 Wolfcreek Pass, Austin, TX 78749, United States, a signed and dated written notice stating that You are opting out of this Mutual Arbitration Provision. This written notice must be sent with a delivery receipt to ensure its arrival. You also may opt out by sending an email to [legal@GoModi.com](mailto:legal@GoModi.com) stating Your intention to opt out. In order to be effective, Your opt out notice must be provided within 30 days of the date this Agreement is electronically signed by You ("Effective Date"). If You opt out as provided in this paragraph, You will not be subject to any adverse action from GoModi as a consequence of that decision and he/she may pursue available legal remedies without regard to this Mutual Arbitration Provision. If You do not opt out within 30 days of the Effective Date of this Agreement, You and GoModi shall be deemed to have mutually and voluntarily agreed to this Mutual Arbitration Provision.

aa. You acknowledges and agrees that if GoModi modifies any provision of this Agreement other than any term of this Section, You will not have a renewed opportunity to opt out of arbitration.

ab. If, however, GoModi modifies this Mutual Arbitration Provision after the date you first agreed to this Agreement (or any subsequent changes to the Agreement), you may reject any such change to the Mutual Arbitration Provision by providing GoModi written notice of such rejection within 30 days of the date below. This written notice must be provided either (a) by GoModi, Inc., 6620 Wolfcreek Pass, Austin, TX 78749, or (b) by email from the email address associated with your account to: [legal@GoModi.com](mailto:legal@GoModi.com). In order to be effective, the notice must include your full name and clearly indicate your intent to reject changes to the Mutual Arbitration Provision. By rejecting changes, you are agreeing that you will arbitrate any dispute between you and GoModi in accordance with the provisions of this Mutual Arbitration Provision as of the date you first agreed to this Agreement (or any subsequent changes to the Agreement).

ac. Right To Consult With A Lawyer: You have the right to consult with private counsel of Your choice for independent legal advice with respect to any aspect of this Agreement or Mutual Arbitration Provision, or any claim that may be subject to this Mutual Arbitration Provision.

ad. All disputes must be filed in the appropriate court or arbitration panel in Travis County, Texas.

ae. In the event any portion of this Mutual Arbitration Provision is deemed unenforceable, the remainder of this Mutual Arbitration Provision will be enforceable. In any case in which (1) the dispute is filed as a class, collective, or representative action and (2) there is a final judicial determination that all or part of the Class Action Waiver and/or Representative Action Waiver is invalid or unenforceable, the class, collective, or representative general action to that extent must be litigated in a civil court of competent jurisdiction, but the portion of the Class Action Waiver and Representative

Action Waiver that is valid and enforceable shall be enforced in arbitration. To the extent that there are any claims to be litigated in a civil court of competent jurisdiction because a civil court of competent jurisdiction determines that the Class Action Waiver and/or Representative Action Waiver is unenforceable, the parties agree that litigation of those claims shall be stayed pending the outcome of any individual claims in arbitration.

### **19.3 GOVERNING LAW**

Except for the Mutual Arbitration Provision set forth in Section 19, which is governed by the Federal Arbitration Act, and except as may be prohibited by the law, this Agreement shall be governed and interpreted pursuant to the laws of the State of Texas, notwithstanding any principles of conflicts of law.

## **20 Modification**

You hereby expressly acknowledges and agrees that, by using or receiving access to use the GoModi Software, You and GoModi are bound by the then-current version of this Agreement, including any supplements to this Agreement or documents incorporated herein, including the Schedules below, except as expressly stated in Section 19 with respect to Your right to opt-out of the arbitration. You shall be bound by modifications to this Agreement only upon your electronically signing any modifications or supplements.

## **21 Unauthorized or Illegal Use**

a. Since you select and control the services you offer and the locations you serve, you may not offer via GoModi Software to provide any service that your state or local government has deemed illegal. You may not offer via GoModi Software to provide any service that would cause your state or local government to deem GoModi a “hiring entity” or “employer”. You agree to indemnify us from damages that result from your offering such a service or location.

b. We may (i) decide not to authorize or settle any transaction that you submit to us, (ii) refund a payment, or (iii) terminate your Account if we believe in our sole discretion that the transaction and/or your Account is in violation of these Terms of Service or any other GoModi agreement, or that it exposes Service Providers, other GoModi users, other Tenants, the PSP or GoModi to harm. Harm includes, but is not limited to, fraud and other criminal acts, as determined by GoModi in its sole discretion. If we reasonably suspect that your Account has been used for an unauthorized, illegal, or criminal purpose, you give us express authorization to share information about you, your Account, and any of your transactions with law enforcement. We may also request information (including, but not limited to, information about services rendered, identity verification and copies of applicable professional licenses) from you at any time for any reason or no reason as part of internal ongoing reviews of transactions and accounts on our Services, and in particular, to assist in investigations of suspicious transactions and/or accounts. You hereby agree to provide us with such information and assistance in a timely manner and acknowledge that payment processing in connection with a suspicious transaction and/or account may be delayed until such transaction and/or account has been cleared by GoModi, in its sole discretion. If you do not comply with GoModi's request for information and assistance pursuant to this Section, GoModi reserves the right to prohibit you from processing any additional payments through the Services until you have provided such requested information and assistance and are cleared by GoModi. If your access to or use of the Services has been restricted or terminated by GoModi, you may not register a new GoModi account or attempt to access and use the Services through the GoModi account of another User.

## 22 Release

a. In return for the benefits the Agreement provides, you hereby release GoModi, our Affiliates, and our respective officers, directors, agents, subsidiaries, joint ventures, employees and agents from claims, demands, and damages (actual and consequential)

of every kind and nature, known and unknown, whether it be at law or in equity that exist as of the time you enter into this agreement.

b. TO THE EXTENT APPLICABLE, YOU HEREBY WAIVE THE PROTECTIONS OF CALIFORNIA CIVIL CODE § 1542 (AND ANY ANALOGOUS LAW IN ANY OTHER APPLICABLE JURISDICTION) WHICH SAYS: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY."

## 23 Last Minute Cancellations

As a client, please be advised that the most common and default cancellation policy between Clients and Service Providers is that for canceling a cleaning within 24 hours of a scheduled appointment there is a fee equal to 50% of the cost of the booking. If you have not made a different arrangement with the Service Provider, then this is likely your agreement with them.

## 24 Miscellaneous

- a. You must be over the age of 18 and able to form legally binding contracts to use the GoModi software as a Tenant.
- b. GoModi reserves all rights not expressly granted to Tenant herein.
- c. All notices other than those expressly required by Section 19, requests, consents, claims, demands, waivers, and other communications hereunder (each, a Notice) shall be in writing and addressed to the parties at the addresses set forth on the first page of this Agreement (or to such other address that may be designated by the receiving party from time to time in accordance with this Section). The parties agree that Notices shall be delivered nationally recognized overnight courier, electronic mail (with confirmation

of transmission), or certified mail. This Agreement, together with any other documents incorporated herein by reference, and related exhibits, schedules, and addenda (if any) constitutes the sole and entire agreement of the parties to this Agreement with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to such subject matter. This Agreement may only be amended, modified, or supplemented by an agreement in writing signed by each party hereto, and any of the terms thereof may be waived, only by a written document signed by each party to this Agreement or, in the case of waiver, by the party or parties waiving compliance. Except as expressly provided otherwise in this Agreement, if any term or provision of this Agreement is determined to be invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. This Agreement may be executed in multiple counterparts, including by facsimile or other electronic signature, each of which shall be deemed an original and all of which together shall constitute one instrument. Headings appear solely for convenience of reference. Such headings are not part of this Agreement and shall not be used to construe it.

d. This Agreement may not be amended, by implication or otherwise, by any marketing material contained on GoModi's website or the GoModi Software. Nothing contained in this provision or this Agreement is intended to or shall be interpreted to create any third-party beneficiary claims, except as expressly set forth in Section 19.

e. Tenant acknowledges that he/she has read and understands this Agreement and also acknowledges that he/she had a reasonable and adequate opportunity to seek and receive independent legal advice, at the Tenant's own expense, prior to signing this Agreement.



f. BY SIGNING UP AND/OR LOGGING IN, I AGREE TO THIS AGREEMENT. YOU HEREBY AGREE TO THIS AGREEMENT AND AGREE TO ACT IN ACCORDANCE WITH THE TERMS SET FORTH HEREIN.

g. You understand that your electronic signature is as legally binding as a handwritten signature.

**Last updated: April 18, 2023**