

## NEW PROJECT DEAL TERMS OF SERVICE AGREEMENT

Effective Date: 2/27/24

This Conditions of Use Agreement (“Agreement”) governs your use of the New Project Deal website; applications including, without limitation, our services, marketplace, operation, and maintenance software; and all other services (collectively referred to as “Services”) offered by New Project Deal, LLC, an Illinois limited liability company, (“NPD” , “we”, “us”, or “our”), including our official website (www.newprojectdeal.com )(the “Site”). “You” refers to you as a user of the Site.

**PLEASE READ THIS AGREEMENT CAREFULLY.** This Agreement stipulates the respective rights and obligations of NPD and you. By using the Site, you acknowledge that you agree to all the terms of this Agreement and our processing of your information in accordance with our policy. If you do not agree, please do not use or access our Site.

**ARBITRATION NOTICE: Section XV(d) of this Agreement contains provisions relating to how claims between you and NPD will be resolved. This Section XV(d) contains an arbitration agreement that will require disputes between you and NPD to be submitted to binding and final arbitration. Unless you opt out of the arbitration agreement as described in Section XV(d): (1) you may pursue claims against us only in your individual capacity and not as a member or plaintiff of a Class Action; and (2) you waive your right to seek relief in a court of law and have a jury trial on your claims.**

### **I. General Terms**

- a. As noted above, you are encouraged and advised to review the entirety of this Agreement as well as the privacy policy posted on our Site (collectively “Policies”). These Policies will govern your use of our Services and visits to our Site.
- b. By using the Site, you agree to be bound by and to abide by our Policies. If you do not comply with this Agreement at any time, we reserve the right, if applicable, to terminate your user account, password, or otherwise revoke your license to use our Site (or any part thereof). You agree that any termination or cancellation of your access to, or use of, the Site may be affected without prior notice. Further, you agree that we will not be liable to you or to any third party for any termination or cancellation of your access to our use of the Site.
- c. The NPD platform is a web-based two-sided marketplace which enables connections between Clients and Members as well as providing marketplace, inventory sale capabilities, and a transaction assurance program. “Clients” are individuals and/or businesses seeking to obtain short-term services (“Projects”) from Members and are therefore clients of Members, and “Members” are service providers and/or businesses seeking to perform Projects for Clients and receive marketplace and storefront capabilities and a transaction assurance program from NPD (“NPD Services”). Clients and Members together are hereinafter referred to as “Users.” If you agree to the terms of a Project with another User, you and such other User form a Service Agreement directly between the two of you as set forth in more detail below.
- d. The NPD Platform enables connections between Users for the fulfillment of Projects. NPD is not responsible for the performance or communications of

Users, nor does it have control over the quality, timing, legality, failure to provide, or any other aspect whatsoever of Projects, Members, or Clients, nor of the integrity, responsibility, competence, qualifications, or any of the actions or omissions whatsoever of any Users, or of any ratings or reviews provided by Users with respect to each other. NPD makes no warranties or representations about the suitability, reliability, timeliness, or accuracy of the Projects requested or services provided by, or the communications of or between, Users identified through the NPD Platform, whether in public or private, via on- or off-line interactions, or otherwise howsoever.

- e. **MEMBERS ARE INDEPENDENT BUSINESS OWNERS. MEMBERS ARE INDEPENDENT CONTRACTORS OF CLIENTS AND NOT EMPLOYEES, PARTNERS, REPRESENTATIVES, AGENTS, JOINT VENTURERS, OR FRANCHISEES OF NPD UNLESS THERE IS A SIGNED AGREEMENT EXECUTED IN WRITING BY NPD. NPD DOES NOT PERFORM PROJECTS AND DOES NOT EMPLOY INDIVIDUALS TO PERFORM PROJECTS. BY CONNECTING PEOPLE AND BUSINESSES SEEKING SERVICES WITH SERVICE PROVIDERS, NPD OPERATES AS AN ONLINE MARKETPLACE THAT CONNECTS CLIENTS WITH SERVICE PROVIDERS (MEMBERS) WHO WISH TO PERFORM A VARIETY OF PROJECTS.**
- f. **USERS HEREBY ACKNOWLEDGE THAT NPD DOES NOT SUPERVISE, SCOPE, DIRECT, CONTROL OR MONITOR A MEMBER'S WORK AND EXPRESSLY DISCLAIMS (TO THE EXTENT PERMITTED BY LAW) ANY RESPONSIBILITY AND LIABILITY FOR THE WORK PERFORMED AND THE PROJECTS IN ANY MANNER EXCEPT FOR WHEN REQUIRED BY THE TRANSACTION ASSURANCE PROGRAM, INCLUDING BUT NOT LIMITED TO A WARRANTY OR CONDITION OF GOOD AND WORKMANLIKE SERVICES, WARRANTY OR CONDITION OF QUALITY OR FITNESS FOR A PARTICULAR PURPOSE, OR COMPLIANCE WITH ANY LAW, STATUTE, ORDINANCE, REGULATION, OR CODE.**
- g. **NEITHER NPD, NOR ITS PARENTS, AFFILIATES OR LICENSORS, INCLUDING THEIR RESPECTIVE DIRECTORS, OFFICERS, SHAREHOLDERS, AGENTS, INVESTORS, SUBSIDIARIES, ATTORNEYS, REPRESENTATIVES, INSURERS, EMPLOYEES, SUCCESSORS AND ASSIGNS (COLLECTIVELY REFERRED TO AS "AFFILIATES") IS RESPONSIBLE OR LIABLE FOR THE CONDUCT, ACTS, OR OMISSIONS, WHETHER ONLINE OR OFFLINE, OF ANY USER OF THE NPD PLATFORM AND, TO THE EXTENT PERMITTED BY LAW, YOU HEREBY RELEASE NPD AND AFFILIATES FROM ANY AND ALL LIABILITY, CLAIMS, DEMANDS, OR DAMAGES OF EVERY KIND AND NATURE, KNOWN AND UNKNOWN, SUSPECTED AND UNSUSPECTED, DISCLOSED AND UNDISCLOSED, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE NPD PLATFORM.**

## **II. Changes To Our Site and Agreement**

- a. NPD reserves the right, in our sole discretion to change, modify, add to, or remove portions of the Site and the Policies at any time. It is your responsibility to periodically review this Agreement for the latest changes. Any changes to or modifications of this Agreement shall take effect once it is published on the Site in accordance with the Effective Date listed above.
- b. By using the Site after we post any changes to the Policies, you agree that by using the NPD application and/or visiting the Site after any changes to this Agreement, you agree to accept such changes. If you do not agree to such changes, you must stop using the NPD application and visiting the Site immediately.
- c. If you have any objections to the changes to this Agreement or if you are dissatisfied with NPD, our Services, and/or the Site, you should immediately:
  - i. Stop using NPD and visiting the Site; and
  - ii. Inform NPD to stop providing Services to you by contacting us. You agree that once the Services are terminated, the User's right to use the Site is terminated immediately.

### **III. License and Site Access**

- a. NPD grants you a nonexclusive, nontransferable, fully revocable, and limited license to access and make exclusive use of the Site and the material provided herein for the sole use of the individual or entity purchasing the membership, provided that you fully comply with this Agreement.
- b. You agree not to download or modify the Site, or any portion of it, except with the express, written consent of NPD.
- c. This license does not include any rights of resale of the Site or its contents, any collection and use of any product descriptions or prices; any derivative use of the Site or its contents; any downloading or copying of account information for the benefit of another individual or entity; or any use of data contracting, robots, or similar data gathering and extraction tools without the express, written consent of NPD. The Site or any portion thereof may not be reproduced, duplicated, copied, sold, resold, visited, or otherwise exploited for any commercial purpose without the express, written consent of NPD. Any unauthorized use of our Site automatically revokes and terminates the license granted to you by NPD.

### **IV. Representations and Warranties**

- a. Each time you use our Services and Site you hereby represent and warrant to NPD as follows:
  - i. You have the capacity to enter into this Agreement by either being:
    - 1. A natural person over the age of 18 years old with sound mind and full legal capacity to enter into this Agreement; or
    - 2. An entity that is duly registered, organized, operating, and validly existing under the laws of a legal jurisdiction where you are incorporated or otherwise organized and are in good standing in such a jurisdiction;
  - ii. Your use of our Site complies with the applicable laws and regulations of the legal jurisdiction in which you reside or are organized;
  - iii. Your use of our Site does not violate your obligations to any third party;
  - iv. You have the requisite capacity to use our Site and perform your corresponding obligations under this Agreement; and

- v. You agree and acknowledge that any corresponding purchases or payments made to NPD by you or your account are valid and binding on you.
- b. Members additional represent and warrant that:
  - i. You are operating as a sole proprietor, partnership, LLC, LLP, corporation or other business entity;
  - ii. You are customarily engaged in an independently established business of the same nature as the services performed for Clients through the NPD platform;
  - iii. You have an unrestricted right to work in the location in which you will be performing Projects;
  - iv. If the Project is being performed in a location that requires you have a certain license or registration, you have the required license or registration to perform the Project;
  - v. You are responsible for obtaining any required licenses or registrations before offering services and undertaking Projects including, without limitation, a state contractor's license pursuant to the California Business Professions Code if such license is applicable to the Project you are performing;
  - vi. You have any and all insurance required to operate your business and provide your services;
  - vii. You will use your real name or business name in your profile;
  - viii. You will honor your commitments to other Users on the platform including by responding to invitations promptly, performing the Projects as agreed upon with your client, and providing timely, high-quality services to your Clients; and
  - ix. You will only offer and provide services which you have the necessary skills and expertise and provide those services in accordance with all applicable laws.
- c. You represent and warrant that you are using the NPD only for your own benefit and that you are not using the NPD on behalf of others or for the benefit of any third parties.
- d. You hereby represent and warrant that your use of the NPD will not negatively affect NPD's reputation or cause NPD to assume legal responsibility or other penalties, fines, and sanctions.
- e. You represent and warrant that you are a professional who understands the general contracting industry or the industry in which they are performing the services and understands the risks of doing business in their industry including, without limitation, providing and receiving services.

## **V. User Registration and Account Information**

- a. At account opening and throughout your use of our Services and Site, NPD may ask for your name, address, username, password, email address, phone number and other identifiable information (collectively "Account Information") and may ask for copies of your identifying documentation.
- b. By creating an account on our Site, you agree to provide true, accurate, current, legal, and complete information, and registration data. You agree not to create an NPD account:
  - i. By using a false identity or providing false information of any kind; and/or
  - ii. If you have previously been removed or banned from our Site.

- c. You acknowledge that you will provide timely notification to NPD of any changes in information previously provided including, without limitation, your name, address, email address, and telephone number.
- d. You agree not to impersonate any person or entity, misrepresent any affiliation with another person, entity or association, use false representations of any sort, or otherwise conceal your identity from NPD for any purpose.
- e. Failure to provide legal, true, accurate, and complete Account Information will result in termination from our Services and Site and you bearing all losses, responsibilities, and consequences associated with the false information or account.
- f. You agree that you are responsible for all activities that occur on or in connection with your Site account and you agree to notify us immediately of any unauthorized access to or use of your Services and/or Site account(s).
- g. NPD reserves the right to impose certain restrictions on your account and/or suspend or terminate your use of the NPD based on the information provided by you to NPD in accordance with NPD's compliance obligations and internal risk control policy; please contact Customer Service if you have any questions.
- h. You agree that you, as a legal person or entity, may only register for one NPD account, unless you have obtained express written consent from NPD.
- i. For any and all compliance purposes and/or anti-money laundering policies, NPD reserves the right to request you provide NPD with your identifiable information and/or financial information.
- j. To access some of our Services, you will be required to enter your username and password (collectively "Login Information") that will identify you and allow you to access our Services. Login Information and all Account Information should be secure and kept confidential at all times, and it is your responsibility to safeguard Account Information. NPD is not responsible for any consequences and losses caused by your or any third party's improper use of your Login Information or Account Information.
  - i. If you believe that your Login Information is known by any third party or that your account has been accessed by any third party, you should notify NPD immediately.
  - ii. If you fail to keep your Account Information confidential which results in your NPD account being used by others, you acknowledge and agree that you will still be liable for any loss suffered by NPD or other users of the NPD arising from your failure.

## **VI. Notice of Risk**

- a. You understand that providing and receiving services involve risk, that your provision or receipt of services may or may not involve risky and hazardous activities. You hereby agree to assume all risk associated with the services being provided to you or by you as a result of your participation in the Platform. While your activity diversification may help spread risk, it does not assure a profit or protect against loss. There is always the potential of losing money when individuals provide or receive services. You should consider your provision or receipt of services and risks carefully before using our Services. The price of services may increase or decrease based on market conditions and you may lose money. You further understand that there are risks associated with utilizing an internet-based system including, without limitation, the

failure of hardware, software, materials, and internet connections as well as the risk of malicious software introductions.

- b.** You acknowledge that the provision or receipt of contracting services in any way will bring potential financial, regulatory, and other risks. Before providing or receiving any contracting services, you should confirm that you have sufficient knowledge and experience in contracting services. Your decision to participate in any contracting services activities or use our Services should be based on reasonable knowledge and experience, and/or specialist advice as you may deem necessary.
- c.** NPD will not be liable to you for any loss arising out of or in connection with your use of (or inability to use) our Services and Site; nor will NPD be liable for your use of or reliance upon any content on our Site. NPD does not endorse any opinion or other information expressed by other users of our Services or Site, and you acknowledge that any reliance on material provided by any third party will be at your own risk. Nothing within our Services or Site should be construed as advice of any kind. You should always obtain specialist advice or do your own research before taking, or not taking, any action or inaction based on the content on our Site.
- d.** You understand and acknowledge that you are responsible for and bear the financial risks and consequences of:
  - i.** Providing or receiving contracting services found on our Platform;
  - ii.** Any damage to your property or any other assets while using our Services including, without limitation, improper services and incorrect services being provided;
  - iii.** All business decisions when providing and/or contracting or NPD Services, including, without limitation, deciding which contractor to use and which services to provide.
- e.** You acknowledge and understand that the amount you receive from providing contracting services depends on the time spent, project terms, and activities engaged in. As NPD does not control this, we do not guarantee any level of profits from providing or receiving services from the Platform in any amount, shape, or form.
- f.** We do not guarantee the type or number of projects which may be received or provided on our Platform in any way, amount, shape, or form. You understand and agree that you do not expect that your use of the Services is continuous, without any interruption nor will NPD be responsible for any and all losses caused by the suspension of Services in any amount, shape, or form.
- g.** You acknowledge and understand that you will bear all risks, financial or otherwise, related to hacking or identity theft as it relates to your NPD account, Login Information, using our Services, and other use of our Site.
- h.** NPD is not responsible for the encryption maintenance or transmission of any message, network link, and data transmitted through our Services and Site. You acknowledge that it is possible that information and data you send to NPD or other users could be intercepted by unintended third parties.
- i.** You understand and agree that NPD reserves the right to post, modify, and/or provide information related to our Services through the Site or other communication channels including, without limitation, website, emails, customer services calls and SMS. NPD will not be responsible for any information that you provide through our Site being intercepted or otherwise received by any unintended third party.

## VII. NPD Services

- a. **Platform Marketplace.** NPD shall provide a marketplace to connect Users for various services. NPD shall not be held responsible for any of the services provided from Members via the Platform Marketplace nor does NPD endorse any of the representations or marketing materials posted by the Members on the Platform. The terms of the Platform Marketplace shall be provided in Section VIII.
- b. **Transaction Assurance Program.** NPD shall provide a transaction assurance program for Users to ensure their payments are executed properly. Users agree that NPD shall be held harmless for any failure of the Transaction Assurance Program. The terms of the Transaction Assurance Program shall be provided in Section IX.
- c. You understand and acknowledge:
  - i. NPD does not make any promises or guarantees for your profits as a result of using NPD;
  - ii. NPD will not be liable or responsible for any losses related to using the NPD services in any way;
  - iii. You have no expectation that NPD will provide any compensation or payment, of any kind, as it relates to these Services.

## VIII. Marketplace

- a. **General.** By creating an account on our Site, you agree to provide true, accurate, current, and complete information. You agree not to create a Site account using a false identity or providing false information or if you have previously been removed or banned from our Site. You are responsible for maintaining the confidentiality of your Site account information, including your username and password. You are responsible for all activities that occur on or in connection with your Site account and you agree to notify us immediately of any unauthorized access or use of your Site account. You acknowledge and agree that we are not responsible or liable for any damages, losses, costs, expenses, or liabilities related to any unauthorized access to or use of your Site account.
- b. **Members.**
  - i. **Basic.** A Member with a Basic profile receives the standard profile features of an NPD account including, a profile page, transmission of contact information, and access to NPD's database of potential Clients. Such profiles are not available for electricians or plumbers ("**Professional Trade**") but available for unlimited basic trade service providers.
  - ii. **Professional.** A Member with a Professional profile receives all benefits of a Basic profile as well as (1) a two and two-tenths percent discount from the materials on the NPD Store; (2) more profile customization capabilities on their NPD profile page resulting in greater reach to potential Clients; (3) a business consultation from a NPD professional; and (4) the ability to upload a five (5) second introduction video on their profile. Professional profiles are available for one (1) Professional Trade and unlimited basic trade service providers.
  - iii. **Professional Plus.** A Member with a Professional Plus profile receives all benefits of a Professional profile as well as (1) priority on search results; (2) advertising and cross marketing services with products on the NPD Store; (3) the ability to upload a ten (10) second introduction video on

their profile; and (4) a dedicated purchasing agent to the Professional Plus Member. Professional Plus profiles are available for unlimited Professional Trade and unlimited basic trade service providers.

**IX. Transaction Assurance Program**

- a. **General.** NPD offers a Transaction Assurance Program to its Users. The NPD Transaction Assurance Program ensure that Clients receive the Services requested in exchange for their payment and the Member receives the payment provided in exchange for the Services. Clients provide payment to NPD via the Transaction Assurance Program. Members must provide proof of completion of the Project in order to receive payment. Client must approve of the Project prior to the payment being released to Member.
- b. **Fees.** When a User chooses to engage in the Transaction Assurance Program, the User agrees to pay to NPD the fees associated with the use of the Transaction Program. The fees shall vary depending on the size of the transaction to be engaged in the Transaction Assurance Program. NPD has the right and authority to change the amount of the fee for use of the Transaction Assurance Program any time before a user executes a transaction via the Transaction Assurance Program.
- c. **Disclaimer.** **PARTIES AGREE THAT NPD IS NOT A LICENSED ESCROW SERVICE AND THE SERVICES PROVIDED UNDER THE TRANSACTION ASSURANCE PROGRAM ARE ENGAGED IN UNDER THEIR OWN RISK. USER HEREBY ASSUMES ALL RISK ASSOCIATED WITH THE USE OF AN UNLICENSED ESCROW SERVICE AND SHALL HOLD NPD HARMLESS FOR ANY CLAIM RELATED THEREOF. NPD MAKES NO WARRANTY WITH REGARD TO THE UNDERLYING TRANSACTION, ANY ITEMS OBTAINED BY YOU THROUGH THE USE OF THE SITE OR THE TRANSACTION ASSURANCE PROGRAM, THAT THE TRANSACTION ASSURANCE PROGRAM WILL MEET YOUR REQUIREMENTS, OR THAT THE TRANSACTION ASSURANCE PROGRAM OR THE SITE WILL BE UNINTERRUPTED, TIMELY, OR ERROR FREE. NPD MAKES NO WARRANTY THAT ITS SECURITY CANNOT BE BREACHED. NPD EXPRESSLY DISCLAIMS ALL EXPRESS AND IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. NPD SHALL NOT BE LIABLE OR RESPONSIBLE FOR THOSE GUARANTEES, WARRANTIES, AND REPRESENTATIONS, IF ANY, OFFERED BY ANY SELLER OF ITEMS. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM NPD OR THROUGH THE TRANSACTION ASSURANCE PROGRAM SHALL CREATE ANY WARRANTY NOT EXPRESSLY MADE HEREIN.**
- d. **Limitation of Liability.** **TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAWS, NPD ON BEHALF OF ITS AFFILIATES, DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, SUPPLIERS, LICENSORS AND SERVICE PROVIDERS, EXCLUDE AND DISCLAIM LIABILITY FOR ANY LOSSES AND EXPENSES OF ANY KIND AND SHALL NOT BE LIABLE FOR ANY DAMAGES,**



WHETHER DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL, RELATING TO YOUR USE OF THE SITE OR THE TRANSACTION ASSURANCE PROGRAM OR YOUR INABILITY TO USE THE SITE OR THE TRANSACTION ASSURANCE PROGRAM AND DISCLAIM LIABILITY FOR ANY LOSSES AND EXPENSES OF DIRECT, INDIRECT, GENERAL, SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES, LOSS OF USE, LOSS OF DATA, LOSS CAUSED BY A VIRUS, LOSS OF INCOME OR PROFIT, LOSS OF OR DAMAGE TO PROPERTY, CLAIMS OF ALL THIRD PARTIES, OR OTHER LOSSES OF ANY KIND OR CHARACTER, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES ARISING OUT OR IN CONNECTION WITH THE USE OF THE TRANSACTION ASSURANCE PROGRAM, SITE, OR ANY WEBSITE WITH WHICH THEY ARE LINKED AND YOU SO AGREE TO SUCH EXCLUSION. THIS LIMITATION OF LIABILITY APPLIES WHETHER THE ALLEGED LIABILITY IS BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE) STRICT LIABILITY OR ANY OTHER LEGAL, CONTRACTUAL, STATUTORY, REGULATORY OR EQUITABLE BASIS TO THE GREATEST EXTENT AUTHORIZED BY LAW. FOR THE AVOIDANCE OF DOUBT, NPD WILL NOT BE LIABLE FOR ANY LOSS, DAMAGE, COSTS, OR EXPENSES INCURRED, OR SUFFERED BY A PARTY AS A RESULT OF THE SELLER, BUYER, BROKER OR AN AUTHORISED USER'S ACCESS OR USE OF OUR TRANSACTION ASSURANCE PROGRAM OR INABILITY TO ACCESS OR USE OUR TRANSACTION ASSURANCE PROGRAM, EXCEPT TO THE EXTENT CAUSED BY OUR GROSS NEGLIGENCE OR WILFUL MISCONDUCT. NPD IS NOT LIABLE IN ANY WAY FOR ACTING IN ACCORDANCE WITH OR RELYING ON ANY INSTRUCTION, NOTICE OR DEMAND OR DOCUMENT FROM A PARTY OR PARTY'S AGENT ON THE PARTY'S BEHALF. NPD IS NOT LIABLE FOR ANY MATTER RELATING TO A DISPUTE BETWEEN THE MEMBER AND CLIENT IN RESPECT TO AN AGREEMENT BETWEEN THE MEMBER AND THE CLIENT. EACH OF CLIENT, MEMBER, AND ALL USERS OF THE TRANSACTION ASSURANCE PROGRAM CONSENT TO THIS SECTION IX(d).

- e. **Dispute Resolution.** If a dispute, claim, question, disagreement, or breach of this Section IX (a "**Transaction Assurance Program Dispute**") occurs between the Member and Client concerning the underlying transaction of the Transaction Assurance Program, or any aspect of the Transaction Assurance Program, the Underlying Parties shall promptly notify NPD in writing by emailing us at [office@newprojectdeal.com](mailto:office@newprojectdeal.com). From the time a Transaction Assurance Program Dispute arises and NPD is notified, the parties shall have fourteen (14) days ("**Negotiation Period**") to use their best efforts determine an amicable resolution to resolve the Transaction Assurance Program Dispute. If they do so, they shall promptly notify NPD by joint instruction of the resolution terms. If they are unable to do so, they shall submit the matter to NPD for arbitration at the end of the Negotiation Period. NPD shall determine the release or return of funds on a case by case basis. NPD reserves the right to make the final determination to resolve any Transaction Assurance Program

Dispute including through a return of the payment to User, transmission of payment to Member, any combination thereof, or any other resolution NPD sees fit in its sole discretion. All Users agree to accept the terms of the NPD determination and disclaims NPD from all liability related to the resolution of the Transaction Assurance Program Dispute. **IF USER DOES NOT ACCEPT THE TERMS OF THIS SECTION IX(e), USER MAY NOT ENGAGE IN THE TRANSACTION ASSURANCE PROGRAM.**

**X. Restrictions and Obligations**

- a. You shall not use our Site or Services to engage in any activities that violate applicable laws and regulations in the jurisdiction in which you or any relevant party may live.
- b. You acknowledge and agree you will not use the NPD Site or Services to:
  - i. Support, incite or participate in any terrorist activities or the like;
  - ii. Participate in any money laundering activities or other criminal enterprise;
  - iii. Fabricate or distort facts, spread rumors, or otherwise disrupt social order;
  - iv. Promote or produce obscene, violent and/or terrorist content or the like;
  - v. Violate or infringe upon the legal or other rights and interests of third parties;
  - vi. Parties in any and all other activities that violate applicable laws and regulations in the jurisdiction in which you or any other relevant party may live.
- c. You shall not attempt to illegally access, decode, or otherwise use any other illegal methods to gain unauthorized access to NPD and/or our Site and Services.
- d. You shall not violate any of the security mechanisms or authentication measures utilized by or linked to NPD. You shall not probe, scan, or otherwise test for any network weaknesses of NPD, nor launch any form of attack against it.
- e. You agree that you shall fully assume the relevant tax obligations arising from the use of the NPD.
- f. You agree to contact NPD immediately if you find or suspect any fraud or misconduct by any third party using the NPD Site or Services.
- g. Unless obtained prior written consent from NPD, you may not register multiple accounts on the Site on your own volition under any circumstances.
- h. You should not engage or otherwise participate in any activities that are intended or have any possibility of affecting the security of NPD, our users, our Site, and our Services.
- i. You shall neither engage in any activities in the name of NPD nor use the information or other data found on the Site without prior written authorization from NPD. You shall not, under any circumstance, sell, rent, or maliciously modify the NPD Site, Services, or contracting system unless provided explicit consent in writing from NPD.
- j. Before using the NPD Site and Service, you must confirm, on your own, your use of the NPD is legal in your country or region. All legal risks and liabilities caused by or arising from the fact that it is illegal to use the NPD shall be entirely born by you. Please do not use our Site or Services if doing so would violate any law, regulation, or other applicable rule in your jurisdiction.
- k. If the User violates any provisions of this Section X, NPD shall have the right to immediately suspend or terminate the service provided to the User, and

NPD shall have the right to take all necessary legal means within the scope permitted by the applicable laws and regulations to redress such a violation of this Section X.

## **XI. Services Agreement**

- a. You acknowledge and agree that a legally binding contract with another User (the “Service Agreement ” ) is formed when you and that User agree on the terms of a Project. The terms of the Service Agreement include the terms set forth in this Section XI, the engagement terms proposed and accepted on the NPD Platform, and any other contractual terms accepted by both the Member and their Client to the extent such terms do not conflict with the terms in this Agreement, including this Section XI, and do not expand NPD’s obligations or restrict NPD’s rights under this Agreement. NPD is not a party to any Service Agreement and the formation of a Service Agreement will not, under any circumstances, create an employment or other service relationship between NPD and the Member, nor will it create an employment relationship between the Client and the Member, nor will it create an employment relationship between NPD and the Client. Users do not have authority to enter into written or oral — whether implied or express — contracts on behalf of NPD.
- b. Where approved in advance by the Client, the Member is not obligated to personally perform the Project. Members may engage assistants, helpers, subcontractors or other personnel (collectively “Member Assistants”). For safety reasons, such Member Assistants must agree to the terms of this Agreement or any other agreement entered into by and between Member and NPD. A Member’s failure to comply with this provision shall be a violation of these Terms of Service and could lead to removal from the NPD Platform. The Member assumes full and sole responsibility for the acts and omissions of such Member Assistants and is fully responsible for the lawful payment of all compensation, benefits, and expenses of Member Assistants, if any, and for all required and applicable tax withholdings as to such Member Assistants. Clients are responsible for confirming with their Member that any Member Assistants are registered Members on the NPD Platform.
- c. While using the NPD Platform, Clients, in their sole discretion, determine whether they will be present or not when a Project is performed. Clients agree that if someone other than them books the Project on their behalf or is present in their stead when the Project is performed, they are appointing that person as their agent ( “Client’s Agent ” ) and the Member may take and follow direction from the Client’s Agent as if such direction was given from the Client him- or herself. If you are a Client’s Agent and accessing and using the NPD Platform on behalf of a Client, you represent that you have the authority to act as their agent and to bind that person as the principal to all provisions of the Terms of Service. Client’s Agent may authorize any applicable waiver of the Client’s scoping, direction, or instruction of the Member’s work or performance of the Project in the Client’s stead. Client agrees that such direction and/or waiver is valid against Client and Client’s Agent, and Client shall be responsible and liable for all such direction and/or waiver as if made by Client him or herself. Client assumes full and sole responsibility for the acts and omissions of Client’s Agents. Client’s Agents are deemed third parties for the purposes of the Happiness Pledge and are thereby excluded from it.
- d. The Client shall pay their Member(s) in full for all Project services in a method

approved by the Member, or if using the Transaction Assurance Program, via the payment platform provided by NPD, at the rates agreed to by the parties in the Service Agreement. Each User agrees to comply with the Service Agreement and this Agreement during the engagement, performance and completion of a Project. Further, each User hereby agrees to indemnify and hold NPD harmless for any dispute related to payment and agrees that NPD shall be in no way liable for the payment owed to either party.

## **XII. Liability for Breach of this Agreement or a Services Agreement**

- a.** For any violation of this Agreement or a Services Agreement by you, NPD has the right to immediately suspend or terminate the provision of services to you and take all necessary legal measures within the scope permitted by applicable laws and regulations, including, without limitation, to requiring the you to be enjoined from such activities or to compensate NPD or any third party for related losses.
- b.** In the event that NPD even remotely suspects that the your use of the NPD Site or Services in done in an illegal, fraudulent, or other improper manner, NPD shall have the right to suspend the provision of the Services to you until you can provide proof of compliance with this Agreement to our satisfaction.
- c.** We reserve the right to terminate access to our Site to any person, including you, at any time, for any reason, in our sole discretion. If you violate any provision of this Agreement, your permission to use our Site automatically terminates.

## **XIII. Disclaimers and Limitation of Liability**

- a.** This Site is provided by NPD on an “as is” and “as available” basis.
- b.** NPD makes no representations or warranties of any kind, express or implied, as to the operation of the Site or the information, content, materials, or products on the Site. You expressly agree that your use of the Site and Services is at your sole risk.
- c.** To the fullest extent permissible by applicable law, NPD disclaims all warranties, express or implied, including, without limitation, implied warranties of merchantability and fitness for a particular purpose. NPD does not warrant that the Site, its servers, or communications sent from NPD are free of viruses or other harmful components.
- d.** NPD will not be liable for:
  - i.** Errors, mistakes, or inaccuracies on our Site or within our Services;
  - ii.** Property damage, or other harm resulting from your access to our use of our Site;
  - iii.** Any unauthorized access to or use of servers, any personal information, or user data;
  - iv.** Any interruption of transmission to or from our Site;
  - v.** Any bugs, viruses, trojan horses, or the like that may be transmitted on or through our Site;
  - vi.** Any costs, expenses, losses, or damages of any kind arising from the use of the Site or Services, including, without limitation, direct, indirect, incidental, punitive, and consequential damages.
- e.** Certain jurisdictions’ laws do not allow limitations on implied warranties or the exclusion or limitation of certain damages. If these laws apply to you,

some or all of the above disclaimers, exclusions, or limitations may not apply to you, and you might have additional rights.

- f.** You understand and agree: NPD provides you with marketplace services monitoring, operation and maintenance and related contracting services including the Transaction Assurance Program, NPD does not guarantee that the services are 100% stable and safe. NPD will not be responsible for the loss caused to you due to false alerts and failure of the NPD or due to failure of your service provider or materials provided due to the use of the NPD. Further, NPD does not guarantee that using the NPD will increase your revenue in any shape or form.
- g.** You hereby understand and agree under no circumstances shall NPD be liable for the following events and the your losses due to the following events:
  - i.** damage to your property, assets, land, materials, or projects;
  - ii.** loss of revenue;
  - iii.** service interruption;
  - iv.** damage or loss of information/data;
  - v.** the computing power is extinct or withdrawn from the market;
  - vi.** implementation or change of laws, regulations and policy;
  - vii.** loss caused by the User's fault or violation of this Agreement (including but not limited to providing inaccurate information to NPD, leaking password to third parties, etc.); and/or
  - viii.** any other events not subject to being entirely controlled by NPD.
- h.** Third Party Links: Our Site may contain links to third party websites. You acknowledge and agree that:
  - i.** The link does not indicate endorsement or affiliation with the third party website in any way, shape, or form;
  - ii.** NPD is not responsible or liable for any damages, losses, costs, expenses, or liabilities related to your use of the third party website; and
  - iii.** You should always read the terms and conditions and privacy policy of a third party website before using it.
- i.** Indemnification: You agree to indemnify, defend, and hold harmless NPD and its affiliated entities or individuals, officers, employees, directors, shareholders, agents, partners, vendors, and licensors from and against any and all claims, costs, proceedings, demands, losses, damages, and expenses (including, without limitation, attorney's fees and costs) of any kind or nature arising from, out of, in connection with, or relating to this Agreement or your use of our Site and/or Services. NPD may select counsel for and control the defense of any claim that you are indemnifying. You will reasonably cooperate with use in connection with any claim.
- j.** THE TECHNOLOGY OF THE NPD PLATFORM IS PROVIDED ON AN "AS IS" BASIS WITHOUT WARRANTIES OR CONDITIONS OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, GOOD AND WORKMANLIKE SERVICES, AND NON-INFRINGEMENT. NPD MAKES NO WARRANTIES OR REPRESENTATIONS ABOUT THE ACCURACY OR COMPLETENESS OF THE CONTENT PROVIDED THROUGH THE NPD PLATFORM OR THE CONTENT OF ANY SITES LINKED TO THE NPD PLATFORM AND ASSUMES NO LIABILITY OR RESPONSIBILITY IN CONTRACT, WARRANTY OR IN TORT FOR ANY

(1) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT, (2) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO AND USE OF THE NPD PLATFORM, (3) ANY ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION AND/OR FINANCIAL INFORMATION STORED THEREIN; AND (4) EVENTS BEYOND OUR REASONABLE CONTROL.

- k. NPD does not warrant, endorse, guarantee or assume responsibility for any service advertised or offered by a third-party through the NPD Platform or any hyperlinked website or featured in any banner or other advertising, and NPD will not be a party to or in any way be responsible for any transaction between you and other Users, or you and 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. Without limiting the foregoing, NPD and Affiliates do not warrant that access to the NPD Platform will be uninterrupted or that the NPD Platform will be error-free; nor do they make any warranty as to the results that may be obtained from the use of the NPD Platform, or as to the timeliness, accuracy, reliability, completeness or content of any Project, service, information or materials provided through or in connection with the use of the NPD Platform. NPD and Affiliates are not responsible for the conduct, whether online or offline, of any User. NPD and Affiliates do not warrant that the NPD Platform is free from computer viruses, system failures, worms, trojan horses, or other harmful components or malfunctions, including during hyperlink to or from third-party websites. NPD and Affiliates will implement appropriate technical and organizational measures to ensure a level of security adapted to the risk for any personal information supplied by you.
- l. Notwithstanding any feature or service that a Client may use to expedite Member selection, each Client is responsible for determining the Project and selecting or otherwise approving their Member and NPD does not warrant any goods or services purchased by a Client and does not recommend any particular Member. NPD does not provide any warranties or guarantees regarding any Member's ability, professional accreditation, registration or licensure.

#### **XIV. Copyright and Intellectual Property Policy**

- a. Intellectual property rights of any content displayed on the Site, including but not limited to articles, pictures, news, materials, website structure, website layout, website design, unless otherwise specified, are entirely owned by NPD or NPD's licensor (if any).
- b. All content included on the Site, including, but not limited to, articles, text, design, graphics, logos, Site layout, design, button icons, images, audio clips, downloads, interfaces, data compilations, software, and code is the property of NPD, its affiliates, or its content suppliers, and is protected by United States and international copyright laws.
- c. The compilation of all content on this site is the exclusive property of NPD, its affiliates, or its content suppliers, and is protected by United States and international copyright laws.
- d. All software used on this site is the property of NPD, its affiliates, or its software suppliers and is protected by United States and international copyright laws.

- e. **Nothing contained on the Site should be construed as granting, by implication, estoppel, or otherwise, any license or right to use any of the copyrighted works displayed or contained in the Site without the express, written consent of Company.**
- f. Digital Millennium Copyright Act Notice: Company respects the intellectual property rights of others, and we ask our users to do the same. In certain circumstances and in our discretion, we may terminate the rights of any user to use the Site if they infringe the intellectual property rights of others. If you believe that your work has been copied in a way that constitutes copyright infringement, or if you are aware of someone so infringing on your rights through our Site, please provide the following information to the “Copyright Agent” specified below:
  - i. Electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest;
  - ii. A description of the copyrighted work that you claim has been infringed upon;
  - iii. A description of where the material that you claim is infringing is located on the Site;
  - iv. Your address, telephone number, and e-mail address;
  - v. A statement that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, and or the law; and
  - vi. A statement by you, made under penalty of perjury that the above information in your notice is accurate, and that you are the copyright owner or authorized to act on the copyright owner’s behalf.
- g. You may send any notices of copyright infringement under the Digital Millennium Copyright Act to Company’s designated agent for notice of claims of copyright infringement on the Site at [office@newprojectdeal.com](mailto:office@newprojectdeal.com).
- h. **THIS POLICY IS INTENDED TO COMPLY FULLY WITH THE REQUIREMENTS OF THE ONLINE COPYRIGHT INFRINGEMENT LIABILITY LIMITATION ACT.**

## **XV. Miscellaneous**

- a. No Waiver: No delay or omission as to the exercise of any right or power accruing upon any default by you shall impair NPD’s exercise of any right or power or shall be construed to be a waiver of any default or acquiescence therein.
- b. International Compliance: This Site may be viewed internationally and may contain references to products or services not available in all countries. References to a particular product or service do not imply that NPD intends to make such products or services available in such countries. Regardless of whether a product or service is available in your country, this Agreement is still effective as it relates to you.
- c. Governing Law: This Agreement shall be governed in all respects by the laws of the state of Illinois. By visiting this Site, you agree that the laws of the state of Illinois, without regard to principles of conflict of laws, will govern this Agreement, your use of our Services and Site, and any dispute of any sort that might arise between you and NPD or our affiliates.
- d. Dispute Resolution: This section governs how any and all disputes between you and NPD and its affiliates must be resolved.

- i. Amicable Settlements: Any disputes arising out of or in connection with your visit to the Site, use of our Services, or this Agreement shall first be attempted to be resolved directly between the parties through amicable negotiations if you contact [office@newprojectdeal.com](mailto:office@newprojectdeal.com).
- ii. Mandatory Arbitration: Any dispute, controversy, difference or claim arising out of or relating to this Agreement, including the existence, validity, interpretation, performance, breach or termination thereof or any dispute regarding non- contractual obligations arising out of or relating to it shall be referred to and finally resolved by arbitration administered by the American Arbitration Association (“AAA”) under the Federal Arbitration Act and AAA Arbitration Rules in force when the Notice of Arbitration is submitted. The law of this Section XV(d) shall be Illinois law. The seat of arbitration shall be Chicago, IL.
- iii. Prohibitive Costs: If you demonstrate that the costs of arbitration will be prohibitive as compared to the costs of litigation, NPD will pay as much of the initial administrative costs required for the arbitration as the arbitrator deems necessary to prevent the cost of the arbitration from being prohibitive.
- iv. Other Enforcement: If you have violated or threatened to violate NPD’s intellectual property rights in any manner, NPD may seek injunctive or other appropriate relief against you in any court, and you consent to the exclusive jurisdiction and venue in such courts.
- v. Final and Binding Awards: The arbitral award is final and binding on both parties and may be entered as a judgement in any court of competent jurisdiction. In the final award, the arbitrator may apportion the costs of arbitration and the compensation of the arbitrator among the parties in such amounts as the arbitrator deems necessary. If the arbitrator does not apportion the costs or fees, the arbitration fee as well as the winning party’s legal fees and other expenses and shall be borne by the losing party.
- vi. Restriction on Class Actions and other Class Proceedings: To the fullest extent permitted by applicable law, no arbitration under these terms and conditions of use shall be joined to an arbitration involving any other party subject to this Agreement, whether through class arbitration or otherwise.
- vii. Severability: If any provision of this Dispute Resolution Section XV(e) is found to be invalid or unenforceable, that provision will be deemed appropriately modified to give effect to the intent of the provision or, if modification is not possible, will be severed and the remainder this Section XV(e) will continue in full force and effect. No waiver of any provision of this Section XV(e) will be effective or enforceable unless recorded in a writing signed by the party waiving such a right or requirement. Such a waiver will not waive or affect any other provision of these Terms. This Section XV(e) will survive the termination of your relationship with NPD
- viii. Opt-Out Right: You have the right to opt out of the provisions of this Arbitration Provision by sending, within 30 days after first becoming subject to this Arbitration Provision, written notice of your decision to opt out to [office@newprojectdeal.com](mailto:office@newprojectdeal.com). Your notice must include your name and address, any usernames, each email address used to set up an NPD account, an unequivocal statement that you want to opt out of this Arbitration Provision. The notification must include the subject line “ARBITRATION PROVISION OPT-OUT - (FULL LEGAL NAME).”



You agree that if you opt out of this Arbitration Provision, all other parts of this Agreement will continue to apply to you. Opting out of this Arbitration Provision has no effect on any other arbitration agreements that you may currently have, or may enter in the future, with us.

- ix. **NOTICE: This Section XV(e) limits certain rights, including the right to bring court actions, the right to a jury trial, the right to participate in any form of class or representative claim, the right to engage in discovery except as provided by HKIA rules, and the right to certain remedies and forms of relief. Additionally, other rights that your or NPD would have in court may not be available in arbitration.**
- e. Force Majeure: Under no circumstances will NPD or any of its affiliates, officers, directors, shareholders, or employees be liable for any delay or failure in performance due in whole or in part to any and all acts beyond its control including, without limitation, war (declared or undeclared), terrorist activities, acts of sabotage, blockade, fire, lightning, acts of God, national strikes, riots, insurrections, civil commotions, quarantine restrictions, epidemics, earthquakes, floods, hurricanes, explosions and regulatory and administrative actions or delays.
- f. Severability: If any of the provisions in this Agreement is deemed invalid, void, or for any reason unenforceable, that specific condition will be deemed severed and will not affect the validity and enforceability of any remaining provisions.
- g. Assignment: NPD may, at any time, assign its rights and obligations under this Agreement, including to an affiliated entity or in connection with a sale of assets, merger, acquisition, reorganization, bankruptcy, other transaction or by operation of law.
- h. Changes to this Agreement: NPD may change the Terms of this Agreement. If we do, we will post the revised Agreement on our Site and update the Effective Date at the top of the Agreement. The revised Agreement will be effective immediately if you accept them (for example, by continuing to use our Site after the revised Agreement has been posted).
- i. Contact: If you have any questions related to this Agreement or our Site, please contact us at [office@newprojectdeal.com](mailto:office@newprojectdeal.com).

# Messaging Terms & Conditions

New Project Deal LLC | 605 N Michigan Ave Ste 400 Chicago IL US 60611

## General

When you opt-in to the service, we will send you a message to confirm your signup.

By opting into messages, you agree to receive recurring automated marketing and informational text messages from New Project Deal LLC. Automated messages may be sent using an automatic telephone dialing system to the mobile telephone number you provided when signing up or any other number that you designate.

Message frequency varies, and additional mobile messages may be sent periodically based on your interaction with New Project Deal LLC. New Project Deal LLC reserves the right to alter the frequency of messages sent at any time to increase or decrease the total number of sent messages. New Project Deal LLC also reserves the right to change the short code or phone number where messages are sent.

Message and data rates may apply. If you have any questions about your text plan or data plan, it is best to contact your wireless provider. Your wireless provider is not liable for delayed or undelivered messages.

Your consent to receive marketing messages is not a condition of purchase.

## Carriers

Carriers are not liable for delayed or undelivered messages.

## Cancellation

You can cancel any time by texting "STOP". After you send the SMS message "STOP", we will send you a message to confirm that you have been unsubscribed and no more messages will be sent. If you would like to receive messages from New Project Deal LLC again, just sign up as you did the first time and New Project Deal LLC will start sending messages to you again.

## Info

Text "HELP" at any time and we will respond with instructions on how to unsubscribe. For support regarding our services, email us at [office@newprojectdeal.com](mailto:office@newprojectdeal.com).

## **Transfer of Number**

You agree that before changing your mobile number or transferring your mobile number to another individual, you will either reply “STOP” from the original number or notify us of your old number at [office@newprojectdeal.com](mailto:office@newprojectdeal.com). The duty to inform us based on the above events is a condition of using this service to receive messages.

## **Privacy**

If you have any questions about your data or our privacy practices, please visit our terms and conditions at [newprojectdeal.com/terms](https://newprojectdeal.com/terms)

## **Messaging Terms Changes**

We reserve the right to change or terminate our messaging program at any time. We also reserve the right to update these Messaging Terms at any time. Such changes will be effective immediately upon posting. Your continued enrollment following such changes shall constitute your acceptance of such changes