

# Terms of Service

This Terms of Service Agreement (“Agreement”) contains important information about your legal rights, obligations, and remedies and is a legally binding agreement between you (“You” or “User”) and EnergyGigs Inc. (“EnergyGigs”, “We”, or “Us”). This Agreement establishes all of the terms and conditions applicable to Your use of EnergyGigs’s services, which include without limitation access to EnergyGigs’s website, online platform, communication tools, recruitment and vetting of Users as applicable, online service to post and search employment opportunities (“Job Board”), and payment services (the “Services”). You understand that by using EnergyGigs’s website or Services You agree to be bound by this Agreement and any addenda or amendments thereto.

## About the Services

The Gig-Related Services are designed to connect freelancers in the energy industry (“Freelancer”) with companies in the energy industry looking to hire freelancers for discrete projects (“Client”). The Gig-Related Services offer a platform for communication between Freelancers and Clients and to facilitate payments from Clients to Freelancers upon completion of gigs.

The online service to post and search employment opportunities and related Services (“Job Board”) is intended only for use by individuals seeking employment and/or career information (“Job Seekers”) and by employers seeking employees for hire in the energy industry (“Employers”). The Job Board connects Job Seekers with Employers looking to hire an employee and provides a platform for the exchange of resumes and job-related information.

EnergyGigs does not guarantee the quality or qualifications of Freelancers, Job Seekers, Clients, or Employers. Though EnergyGigs reviews applicants and makes reasonable efforts to ensure eligibility to participate in the Services, we do not vouch for any Freelancers, Job Seekers, Clients, or Employers. EnergyGigs does not make any warranty, guarantee, or representation as to the ability, competence, quality, or qualifications of any Freelancer or Job Seeker. EnergyGigs does not preform background checks or drug screenings. We do not endorse any User and we do not sanction statements that any User makes on the platform.

EnergyGigs does not guarantee the work provided by Freelancers or Job Seekers. Freelancers and Job Seekers are neither the employees nor agents of EnergyGigs. In no event shall EnergyGigs be held liable for any act or omission of any Freelancer or Job Seeker performing services to a Client or Employer.

When You use the Services, including EnergyGigs’s website, We collect information from You. We care about Your privacy, and You can read about the information that we collect and what we do with it in our Privacy Policy available at <https://energygigs.com/privacy-policy>.

## User Accounts

Users must register for an account with EnergyGigs (“Account”) to have full access to our Services. Only Users with an Account can access and use certain portions of our Services. This includes but is not limited to posting a profile, Gig, or Job Ad (defined below) on EnergyGigs’s marketplace.

To register for an Account to use our Services, You must complete a User profile (“Profile”), which You consent to be shown to other Users.

You agree to provide accurate and complete information on Your Profile—and on all registration and other forms You access while using our Services or provide to us—and You agree to keep that information current. You agree not to provide any false or misleading information about Your identity or location, Your business, the beneficial owner(s) of Your business, Your skills, or the services You or Your business provides, and You agree to correct any information that is or becomes false or misleading. We reserve the right to suspend or terminate the Account, or access to our Services, of anyone who provides false, inaccurate, or incomplete information in creating, marketing, or maintaining a Profile or an Account or in the course of using our Services.

When You request to register for an Account, You represent and warrant that: (1) You are of legal age in Your jurisdiction to, bind Yourself to this Agreement, (2) if You create an Account on behalf of a corporation or other entity, You are authorized to enter into binding contracts on their behalf and are authorized to enter this Agreement, and (3) Your use of the Services will be solely for purposes that are permitted by this Agreement.

When You register for an Account and periodically thereafter, Your Account will be subject to verification, including but not limited to validation against third-party databases or the verification of one or more official government or legal documents that confirm Your identity, Your location, and Your ability to act on behalf of Your business on EnergyGigs. You authorize EnergyGigs, directly or through third parties, to make any inquiries necessary to validate Your identity, Your location, and confirm Your ownership of Your business, email address or financial accounts, subject to applicable law. When requested, You must timely provide us with complete information about Yourself and Your business, which includes providing official government or legal documents, and cooperating with other reasonable requests we make to verify Your identity. During verification, some Account features may be temporarily limited but will be restored if verification is successfully completed.

Your Account registration is subject to approval by EnergyGigs. We reserve the right to decline Your request to register an Account for any lawful reason, including business considerations.

You are responsible for maintaining the security of Your Account, and You are fully responsible for all activities that occur under the Account and any other actions taken in connection with the Account. You agree to notify EnergyGigs immediately of any unauthorized use of the Account or any other breaches of security. We will not be responsible for any liabilities, losses, or damages arising out of the unauthorized use of Your computer, mobile device, or Account.

You agree that You will not under any circumstances transmit any content (including software, text, images, or other information) on Your Profile or elsewhere on the EnergyGigs platform that:

- is unlawful or promotes unlawful activity
- defames, harasses, abuses, threatens, or incites violence towards any individual or group
- is pornographic, discriminatory, or otherwise victimizes or intimidates an individual or group on the basis of religion, gender, sexual orientation, race, ethnicity, age, or disability
- is spam, constitutes unauthorized or unsolicited advertising, any other form of unauthorized solicitation, or any form of lottery or gambling;

- contains or installs any viruses, worms, malware, Trojan horses, or other content that is designed or intended to disrupt, damage, or limit the functioning of any software, hardware, or telecommunications equipment or to damage or obtain unauthorized access to any data or other information of any third party;
- infringes on any proprietary right of any party, including patent, trademark, trade secret, copyright, right of publicity, or other rights
- impersonates any person or entity, including any of our employees or representatives; or
- violates the privacy of any third party.

Clients and Employers further agree that they will not use EnergyGigs to:

- post Gigs or Job Ads in a manner that does not comply with applicable local, national and international laws, including but not limited to laws relating to labor and employment, equal employment opportunity and employment eligibility requirements, data privacy, data access and use, and intellectual property;
- post Gigs or Job Ads that require citizenship of any particular country or lawful permanent residence in a country as a condition of employment, unless otherwise required in order to comply with law, regulations, executive order, or federal, state or local government contract;
- promote or advertise career fairs, job fairs, hiring events, conferences, seminars or open houses or any other event or meeting;
- post Gigs or Job Ads or other advertisements for competitors of EnergyGigs or post jobs or other content that contains links to any site competitive with EnergyGigs;
- sell, promote or advertise products or services;
- post any franchise, pyramid scheme, multi-level marketing opportunity, or sales representative agency arrangement;
- advertise sexual services or seek employees for jobs of a sexual nature;
- endorse a political party, political agenda, political position, or issue;
- promote a religion;
- post jobs located in countries subject to economic sanctions of the United States Government; and
- except where allowed by applicable law, post Gigs or Job Ads that require the Job Seeker or Freelancer to provide information relating to their (i) racial or ethnic origin, (ii) political beliefs, (iii) philosophical or religious beliefs, (iv) membership of a trade union, (v) physical or mental health (including pregnancy status), (vi) sexual life, or (vii) age.

EnergyGigs, at its own discretion, may monitor Profiles, Account usage, Gig postings, Job Ads, and general interactions with the Services. However, EnergyGigs is not responsible for any content posted by its Users, representations made by Users, or any statements made in interactions between Users. Nor are We responsible for any liability, loss, or damage that occurs as a result of any User interactions or Your reliance on any statements made by Users in their Profile, Gig postings, Job Ads, or other interactions through the Services.

We have the right (though not the obligation) to determine whether any User content is inappropriate or violates this Agreement, and we may terminate Your Account or deny access to and use of the services to any User for any reason without prior notice.

You may cancel Your Account at any time. Cancellation of Your Account for any reason does not relieve You of Your obligations to perform any services or complete any payment requirements pursuant to this Agreement or an agreement with other Users.

## **Gig-Related Services**

### The Gig-Related Services

EnergyGigs offers two Gig-related service plans to Clients: the Standard Plan and the Off-line Service Plan. Unless EnergyGigs and Client agree in writing to engage in the Off-line Service Plan, the Standard Plan applies.

**Standard Plan.** Under the Standard Plan, a Client can post a Gig on the EnergyGigs website to which Freelancers submit proposals. The Client can then select a Freelancer for the Gig.

#### ***Off-line Service Plan.***

If Client is interested in services not available in the Standard Plan, please contact EnergyGigs to discuss options for Offline Service Plans. EnergyGigs will discuss the scope of the Off-line Service Project with You, which may include locating freelancers, which may or may not be Users of EnergyGigs Services at the time Client elects the Off-line Service Plan.

Typically, the Off-line Service Client will not post a Gig directly on the website, though EnergyGigs may post Your Off-line Service Project as a Gig on the platform and review proposals on Your behalf unless You notify EnergyGigs in writing that You do not wish the Gig to be posted publicly on the website.

If a Client hires a freelancer via a Gig through the Off-line Service Plan, the Gig will be treated in the same manner as Gigs under the Standard Plan, unless otherwise specifically stated. If Client and EnergyGigs enter a contract pursuant to an Off-line Service Plan, that contract is a supplement to these Terms and these Terms still apply to client. However, in the event of a conflict between these Terms and the terms of a separate contract between Client and EnergyGigs, the terms of the separate contract will control.

### Gigs with Milestones

For all Clients, EnergyGigs will require Gigs that exceed \$5,000 in value to be separated into milestones of no more than \$5,000 per milestone. This amount may change at EnergyGigs's sole discretion. Gigs separated by milestones will have a deliverable and payment due at each milestone per the parties' agreement.

### Gig-Related Service Plan Payment Terms

**Standard Plan.** Unless You and EnergyGigs have agreed in writing to proceed pursuant to the Milestone Plan or Off-line Service Plan set forth herein prior to posting Your Gig, then the following payment terms shall apply:

Prior to posting a Gig, the Client shall authorize a payment method with EnergyGigs that equals the agreed cost of the Gig or the milestone of a Gig ("Gig Amount"); plus a fee ("Platform Fee") equivalent to 20% of the Gig or the milestone of the Gig; plus any sales, value-added, or other taxes that may be applicable together the ("Hire Fee"). Any fees or charges imposed by Client's bank or other sources of Client's payment method will be born solely by Client.

To hire a Freelancer for a Gig, Client will click the “Hire” button, and by doing so, Client authorizes payment of the full Hire Fee, which will be held by a third-party payment processor. By clicking the “Hire” button to hire Freelancer, You, the Client, give EnergyGigs permission to charge Your authorized payment method pursuant to the terms of this Agreement.

The Gig Amount and Platform Fee will be held until the completion of the Gig or milestone by the Freelancer, except as otherwise set forth in these Terms.

If your Gig is separated into milestones, upon completion of a milestone, the Gig Amount for the subsequent milestone will be charged to Client’s authorized payment method and held by a third-party payment processor. Client will continue to make milestone-by-milestone payments in this manner until the final milestone is completed and accepted.

EnergyGigs reserves the right to change its prices at its sole discretion.

EnergyGigs may, in its sole discretion, create promotional offers or subscription programs. If the Client participates in any such offer or program, then its payment obligations shall be satisfied pursuant to the terms of any applicable agreement associated therewith.

Any Client’s payment obligation to Freelancer will be satisfied upon receipt of payment by EnergyGigs (or its payment processor), and EnergyGigs (via its payment processor, as applicable) is responsible for remitting the funds to the Freelancer. In the event that Energy Gigs (or its payment processor) does not remit any such amounts to Freelancer, the Freelancer will have recourse only against EnergyGigs (or its payment processor) and not the Client directly.

### Gig Completion

A Gig or milestone is completed after a Freelancer submits the milestone as completed through the platform and the milestone completion is accepted by Client. A Gig or milestone will be automatically deemed complete if within 5 business days of the Freelancer submitting the milestone for completion to the Client and the Client does not request any modifications from Freelancer and does not provide notice to EnergyGigs customer support team (“Customer Support”) that the deliverable was inadequate. When the Gig or milestone is complete or deemed completed, Client authorizes and instructs EnergyGigs to make payment to Freelancer.

### Payments to Freelancers for Gigs

Upon completion of a Gig or milestone, depending on the Freelancer’s agreement with Client, Freelancer’s Account will be credited with the total Gig Amount. EnergyGigs will receive the Platform Fee, which is equivalent to 20% of the Gig or milestone. Funds from Freelancer’s Account will be transferred to the financial institution that Freelancer designates within 7 days. It is Freelancer’s responsibility, as a Freelancer, to notify EnergyGigs of any changes to the location to which Freelancer would like payments transferred.

Freelancer appoints EnergyGigs (or its payment services provider, as applicable) as Freelancer’s limited authorized payment collection agent solely for the purpose of accepting payments from Client and remitting those payments to Freelancer. Freelancer agrees that payment from Client to EnergyGigs (or its payment services provider, as applicable) shall be considered the same as a made directly to Freelancer.

Freelancers are responsible for paying any direct or indirect taxes, including any GST, VAT, or income tax, which may apply to them depending on residency, location, or otherwise, under provisions of their jurisdiction. Similarly, EnergyGigs is not responsible for any fees or charges that a financial institution (such as your bank) or other payment provider may impose. Freelancer is solely responsible for such fees or charges.

### Freelancer Requirements

When You request to register an Account as a Freelancer, You represent that You are not prohibited or limited in any way from acting as a Freelancer on the EnergyGigs platform (a) any contract (e.g., employment), (b) Your current employer's policies or codes of conduct if You are employed, (c) any rules of conduct applicable to Your profession or industry, or (d) any laws, rules or regulations.

When You as a Freelancer reach an agreement with a Client concerning a Gig, You represent and warrant to EnergyGigs and the Client that You are not a party to any written or oral agreement or understanding, or bound by or otherwise subject to any rules of conduct applicable to Your profession or industry or any similar laws, rules or regulations, that would restrict or prevent You from performing services for that Client.

You, as a Freelancer, agree not to incorporate into any Work Product produced under any Gig any confidential information or trade secrets of any other person or entity, or any material in which any other person or entity asserts any copyright, patent right, trademark, or other proprietary or intellectual property right. For purposes of this Agreement, "Work Product" means all inventions, discoveries, designs, developments, methods, modifications, improvements, ideas, products, processes, algorithms, databases, computer programs, formulae, techniques, know-how, trade secrets, graphics or images, and audio or visual works and other works of authorship, whether or not patentable or copyrightable, that are created, made, conceived or reduced to practice by You for Client pursuant to the Gig.

You, as a Freelancer, agree that You own or have a valid license to all content or other materials that You upload, post, publish or display through the Services, inclusive of any Work Product.

EnergyGigs recommends but does not require that you maintain errors and omissions insurance (E&O) insurance except that Freelancer is required to carry E&O insurance to insure against Your liability for actual or alleged wrongful acts committed in Your capacity as a Freelancer in an amount not less than \$2,000,000 in the aggregate for any one-year policy period in the following circumstances: (1) the Client or Gig expressly requires it; (2) the work in connection with the Gig will be performed, in whole or in part, on site or in the field and the Client will not provide it; or (3) the value of the Gig or Gig milestone is greater than or equal to \$15,000.00. EnergyGigs does not represent that any Freelancer has E&O insurance and offers no guarantees or insurance for the Freelancer's work.

### Contractual Relationship Between Freelancer and Client

EnergyGigs is not a party to any contract between a Client and Freelancer.

Clients may contract with Freelancers through posting Gigs, submitting proposals, and accepting proposals. Gigs and proposals may include specifications for Gig deliverables, location for Gig

performance, timelines for deliverables, milestones for performance and payment, qualifications or training required for the Gig, and any other lawful requirements or expectations.

Clients and Freelancers may enter any contracts that they deem appropriate (e.g., non-disclosure and confidentiality agreement, assignment of rights, etc.) provided that said contracts (1) do not conflict with, narrow, or expand EnergyGigs's rights and obligations under this Agreement, (2) reference the EnergyGigs payment obligation, and (3) comply with all applicable laws.

Clients and Freelancers may, at their election, agree to the Optional Service Contract in whole or in part, in addition to or in lieu of entering a separate contract. Users are solely responsible for deciding whether to use the Optional Service Contract, and EnergyGigs does not assume any responsibility for any consequence of using the Optional Service Contract, which is provided as a sample only and may not be appropriate for all jurisdictions or circumstances. The Optional Service Contract is not intended to and does not constitute legal advice or create an attorney-client relationship. You should seek legal advice from a licensed attorney to ensure that the Optional Service Contract is appropriate for Your particular needs.

It is the responsibility of Client and Freelancer to ensure that any agreement that Client and Freelancer enter complies with all applicable laws, which may vary based on the location of Client and location of Freelancer. In no event shall EnergyGigs be responsible for the legality of any contracts entered into between Client or Freelancer, nor shall EnergyGigs bear any responsibility if such contract misclassifies Freelancer as an independent contractor under or is illegal or void, in whole or in part, under any applicable law.

Except as expressly set forth in this Agreement, disputes between Clients and Freelancers shall be resolved between Clients and Freelancers pursuant to the terms set out in any contract between them.

### Gig Cancellation

If a Freelancer declines to complete the Gig or milestone for which they are hired, the entirety of the amount paid by Client will be returned to the Client. In the event of a milestone cancellation, the entire remaining work on the Gig will also be canceled. Freelancer cancellations may result in the termination of Freelancer's Account.

If a Client desires to cancel a Gig after hiring a Freelancer, it must contact Customer Support to request a cancellation. Absent extenuating circumstances, determined by Customer Support in its sole discretion, any cancellation after a Freelancer has begun work on a Gig may result in forfeiture by the Client of 100% of the Gig Amount. EnergyGigs may retain all or part of the Platform Fee, depending on the circumstance. The remaining balance, as determined by Customer Service, will be refunded to the Client and the Freelancer will receive the portion of the Gig Amount not refunded to the Client. In the event of a milestone cancellation, the entire remaining work and remaining milestones on the Gig will also be canceled. Client cancellations may result in the termination of the Client Account. Any disputes concerning EnergyGigs' resolution of the cancellation-related dispute shall be resolved in the same matter as other Gig-related Disputes.

### Gig Disputes

If a Freelancer marks a Gig or milestone "Delivered" and the Client notifies Customer Support that a deliverable was inadequate within the time set forth in this Agreement, the parties are

encouraged to resolve the dispute between them. If there are milestones remaining in the Gig, the next milestone will not commence until the parties resolve the dispute concerning the delivered milestone.

In all circumstances, Freelancers and Clients are encouraged to resolve any disputes between themselves. However, either party may contact Customer Support to advise that they are unable to resolve their dispute. .

In the event that Freelancer and Client notify Customer Support that they are unable to resolve a dispute concerning a delivered milestone or gig (“Gig-related dispute”), EnergyGigs will make a determination in its sole discretion based upon the information provided by the Freelancer and Client, as to whether the nature and quality of the deliverable in connection with the Gig which is the subject of the dispute were consistent with industry standards, the provisions of the related Gig, and this Agreement.

Should EnergyGigs decide the matter in favor of the Freelancer, EnergyGigs shall credit Freelancer’s Account with the full amount owed to Freelancer for the Gig pursuant to this Agreement. No refund or credit will be paid to Client, and if Client has not yet funded the gig or milestone, it will be obligated to pay EnergyGigs the full amount of the gig or milestone. Freelancer shall be deemed to have assigned all of their rights with respect to the Gig-related dispute to EnergyGigs. In such event, the Client shall (1) be deemed to have waived any rights to seek reimbursement from the Freelancer; and (2) have the right to initiate binding arbitration proceedings concerning the amount Client paid or owed for the gig or milestone against EnergyGigs (as set forth elsewhere in this Agreement) by providing EnergyGigs written notice of their exercise of such right within fourteen (14) calendar days after the date of the notice of decision of the Gig-related dispute (such period, the “Arbitration Election Period”). In the event that the Client does not exercise their right to initiate arbitration proceedings during the Arbitration Election Period, they shall be deemed to have permanently waived their right to reimbursement of the funds paid in connection with the Gig giving rise to the Gig-related dispute.

Should EnergyGigs decide the Gig-related dispute in favor of the Client, the entirety of the amount paid by the Client for the Gig (or milestone) will be returned to the Client and Client shall be deemed to have assigned all of their rights with respect to the Gig-related dispute to EnergyGigs. In such event, the Freelancer shall (1) be deemed to have waived any rights to seek payment from the Client; and (2) have the right to initiate binding arbitration proceedings with respect to the withheld payment amounts against EnergyGigs (as set forth elsewhere in this Agreement) by providing EnergyGigs written notice of their exercise of such right within fourteen (14) calendar days after the date of the notice of decision of the Gig-related dispute. In the event that the Freelancer does not exercise their right to initiate arbitration proceedings during the Arbitration Election Period, they shall be deemed to have permanently waived their right to payment of the funds withheld in connection with the Gig giving rise to the Gig-related dispute.

### Temp-to-Permanent Recruiting

In the event that Client employs any Freelancer as an employee, Client will pay EnergyGigs a fee equal to 10%, (ten percent) of the Freelancer’s first-year salary under the Client’s employment

If Client is interested in engaging EnergyGigs to locate an employee rather than a freelancer, please contact EnergyGigs directly to discuss this option.



## Non-Circumvention

Users acknowledge that EnergyGigs uses substantial labor and effort to connect a Client with Freelancers. Except as provided above, Client represents and warrants that it will not circumvent or attempt to circumvent EnergyGigs or this Agreement, or in any way procure services from a Freelancer outside of the EnergyGigs Platform, without EnergyGigs's prior written consent. This section shall not apply to a Client who has a demonstrable history of obtaining services from the Freelancer Prior to the Client registering an Account. In addition to any other legal remedies available to EnergyGigs for breach of this Warranty, Client's Account may be terminated at the sole discretion of EnergyGigs.

At EnergyGigs's discretion, any Freelancer engaging Clients such as to cause a violation of the non-circumvention agreement set forth above may have substantial restrictions placed on their Account, which may meaningfully limit their usage of EnergyGigs, and Freelancer's Account may be terminated at the sole discretion of EnergyGigs.

Freelancer shall notify EnergyGigs immediately if a Client suggests making payments or engaging Freelancer's services outside of the EnergyGigs platform.

## **Job Board Related Services**

### Job Board Service Plans

EnergyGigs offers two Job Board service plans to Employers: the Free Plan and a Paid Plan. Unless Employer elects a different plan and remitted payment, only the Free Plan is available to Employers.

#### ***Free Plan.***

Under the Free Plan, an Employer can post one Job Ad on the EnergyGigs website. A single Job Ad must describe only one job opportunity. Under the Free Plan, the Employer can receive up to 10 applicants from Job Seekers who will be able to submit an application in response to the Job Ad through the EnergyGigs website. No other services will be available.

The Free Plan expires after 30 days at which point the Job Ad will be removed, and Job Seekers will be unable to submit an application following the expiration of the term of the Free Plan. All applications and communications with Job Seekers received prior to the expiration of the Free Plan will remain available

#### ***Paid Plan***

The Paid Plan includes the following Services and options:

- An unexpiring Job Ad
- Unlimited Job Seeker applications to said Job Ad
- Question prompts for the Job Seeker to answer in their application
- Interview scheduling through the EnergyGigs website;
- Integrated video calls with Job Seekers;
- Other services and options will be added

A single Job Ad must describe only one job opportunity.

The Job Ad will expire when the Employer marks the Job in the Job Ad as complete after which the Job Ad will be removed, and Job Seekers will be unable to submit an application. All applications and communications with Job Seekers received prior to the expiration of the Subscription Plan will remain available.

### Job Board Payment Terms

***Paid Plan.*** An Employer who elects the Paid Plan shall select the number of Job Ads they would like to maintain in any 30-day period, and shall be charged at a rate of \$250 per Job Ad. This Job Ad will not expire.

Employer will authorize a payment method and will be immediately charged via the authorized payment method.

EnergyGigs cannot guarantee and does not promise any results from any Job Ad or any other EnergyGigs services.

### Contractual Relationship Between Employer and Job Seeker

If Employer decides to hire a Job Seeker, that offer of employment will be made solely by Employer to Job Seeker and shall not be construed as an offer from EnergyGigs. EnergyGigs is not a party to any contract between a Job Seeker and Employer. Employers and Job Seekers may enter any contracts that they deem appropriate. Except as expressly set forth in this Agreement, disputes between Employers and Job Seekers shall be resolved between them pursuant to the terms set out in any contract between them.

### Job Seeker Requirements

When You as a Job Seeker reach an agreement for employment with Employer, You represent and warrant to EnergyGigs and the Employer that You are not a party to any written or oral agreement or understanding with any party, including a current or former employer, or bound by or otherwise subject to any rules of conduct applicable to Your profession or industry or any similar laws, rules or regulations, that would restrict or prevent You from performing services for that Client.

## **Third-Party Service Providers**

EnergyGigs may partner with third-party payment service providers for purposes of verifying and validating the identity of Clients and Freelancers, collecting all payments from Clients, transferring such payments from Clients to Freelancers, and holding funds in connection with any Services.

## **Intellectual Property**

EnergyGigs retains ownership of all intellectual property rights of any kind related to its website and the Services, including applicable copyrights, patents, trademarks and other proprietary rights. Other trademarks, service marks, graphics and logos used in connection with its website and the Services may be the trademarks of other third parties.

This Agreement does not transfer from us to You any EnergyGigs or third party intellectual property, and all right, title, and interest in and to such property will remain (as between the parties) solely with us. We reserve all rights that are not expressly granted to You under this Agreement.

## **WARRANTY DISCLAIMER**

ENERGYGIGS MAKES NO REPRESENTATIONS OR WARRANTIES WITH REGARD TO THE SERVICES OR ANY ACTIVITIES OR ITEMS RELATED TO THE SERVICES OR THIS AGREEMENT. TO THE MAXIMUM EXTENT PERMITTED BY LAW, ENERGYGIGS DISCLAIMS ALL EXPRESS OR IMPLIED CONDITIONS, REPRESENTATIONS AND WARRANTIES INCLUDING, BUT NOT LIMITED TO, THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

## **RELEASE AND INDEMNIFICATION**

You agree to indemnify and hold harmless EnergyGigs and its officers, employees, representatives, and agents from any and all claims, actions, damages, liabilities, costs, and expenses (including, but not limited to, reasonable attorneys' fees and all related costs and expenses) arising from or relating to (1) Your use of the Services; (2) Your performance of any work related to a Gig or Job; (3) Your acts or omissions related to the Gig or Job; (4) conditions or activities on Your property or property over which You exercise control; (5) any content posted on Your profile, Your Gig posting, Job Ad, or content You share elsewhere on the EnergyGigs platform; and (6) Your violation of this Agreement.

If You have a dispute with one or more Users, You release EnergyGigs from claims, demands, and damages (actual and consequential) of every kind and nature, known and unknown, arising out of or in any way connected with such disputes. If You are a California resident, You waive California Civil Code §1542, which states: "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor."

## **Dispute Resolution**

You agree that in the event of any dispute between You and EnergyGigs, You will first contact Us and make a good faith sustained effort to resolve the dispute before resorting to arbitration under this Agreement.

Any dispute, claim or controversy arising out of or relating to this Agreement or the Services or the breach, termination, enforcement, interpretation or validity of the Agreement, including the determination of the scope or applicability of this agreement to arbitrate, shall be determined by arbitration in Harris County, Texas before one arbitrator. The arbitration shall be administered by JAMS and shall be conducted in accordance with the expedited procedures set forth in the JAMS Comprehensive Arbitration Rules and Procedures as those Rules exist on the effective date of this Agreement, including Rules 16.1 and 16.2 of those Rules, which provide for Expedited Procedures. Judgment on the Award may be entered in any court having jurisdiction. This clause shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction.

You and EnergyGigs acknowledge and agree that the parties are each waiving the right to a trial by jury as to all arbitrable disputes.

The parties shall maintain the confidential nature of the arbitration proceeding and the award, including the hearing, except as may be necessary to prepare for or conduct the arbitration hearing on the merits, or except as may be necessary in connection with a court application for a preliminary remedy, a judicial challenge to an award or its enforcement, or unless otherwise required by law or judicial decision.

LIMITATION OF LIABILITY. IN NO EVENT WILL ENERGYGIGS BE LIABLE FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL, EXEMPLARY OR INDIRECT COSTS OR DAMAGES, LITIGATION COSTS, INSTALLATION AND REMOVAL COSTS OR LOSS OF DATA, PRODUCTION OR PROFIT. THE TOTAL AGGREGATE LIABILITY OF ENERGYGIGS TO YOU FOR ANY CLAIM ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR USE OF THE SERVICES WILL NOT EXCEED THE AMOUNTS PAID TO YOU BY ENERGYGIGS OR REMITTED TO YOU BY ENERGYGIGS DURING THE THREE (3) MONTH PERIOD PRECEDING THE EVENT THAT GAVE RISE TO LIABILITY. THESE LIMITATIONS WILL APPLY TO ANY LIABILITY, ARISING FROM ANY CAUSE OF ACTION WHATSOEVER, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, EVEN IF ENERGYGIGS IS ADVISED OF THE POSSIBILITY OF SUCH COSTS OR DAMAGES AND EVEN IF THE LIMITED REMEDIES PROVIDED HEREIN FAIL OF THEIR ESSENTIAL PURPOSE.

This Agreement and any access to or use of the Services are governed by the federal laws of the United States of America and the laws of the State of Texas without respect to its conflict of laws principles.

In no event will any claim, or any other action or proceeding including arbitration be instituted more than one (1) year after the cause of action accrued. If arbitration is not commenced in this time period, such cause of action is permanently barred.

## **Miscellaneous**

### Notices and Agreements in Writing

For a notice in writing to EnergyGigs to be valid under this Agreement, it must be in writing and delivered by mail to EnergyGigs, Inc., 1337 W 43rd St, Unit #1072, Houston, TX 77018 or via email to info@energygigs.com. A notice will be deemed to have been received when, if by mail, sender receives a returned receipt confirming delivery or other acknowledgment of receipt in writing by the receiving party, or if by email, the sender receives a response to the email; however, neither an automatic reply nor read receipt will be sufficient to confirm receipt of an email. All writings under this Agreement include emails and written communication on the EnergyGigs platform.

### Severability

If any part of this Agreement is held invalid or unenforceable, that portion of the Agreement will be construed to reflect the parties' original intent. The remaining portions will remain in full force and effect.

### Non-Waiver

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

### Non-Assignability

EnergyGigs may assign or delegate this Agreement, in whole or in part, to any person or entity at any time with or without Your consent. You may not assign or delegate any rights or obligations under this Agreement without Our prior written consent, and any unauthorized assignment and delegation by You is void.

### Complete Agreement

This Agreement, together with the Privacy Policy available on the EnergyGigs website, represents the complete and exclusive statement of the agreement between You and EnergyGigs. This Agreement supersedes any proposal or prior agreement oral or written, and any other communications between You and EnergyGigs relating to the subject matter of this Agreement. This Agreement may only be modified by a written amendment signed by an authorized EnergyGigs executive, or by the posting by EnergyGigs of a revised version.

### Authorization to Contract

You represent and warrant that if You are an individual, You are of legal age to form a binding contract; or that if You are registering on behalf of an entity, that You are authorized to enter into, and bind the entity to, this Agreement.