

# Terms of Service

Thank you for your interest in Hire Heroes, the Hire Heroes Assistant applications, and the Hire Heroes application for your mobile device (the “Application”) provided to you by Lead Heroes LLC (Hire Heroes is a dba of Lead Heroes LLC) (“Hire Heroes,” “us,” “our,” or “we”). Hire Heroes provides access and communications with a network of Virtual Assistants through the use of the Application, any other mobile applications offered by us, and our mobile services, web applications, web services, and software provided on or in connection with such applications or services (all such applications, services, and software collectively, the “Services”).

This document explains the terms by which you may use our Services. These Terms of Service (these “Terms”), including the Privacy Policy <https://www.leadheroes.com/privacy-policy/>, each dated as of the Effective Date and incorporated into these Terms by reference, as well as any other policy incorporated herein by reference, may be updated periodically. Your continued use of the Services signifies that you have read and understood the changes. You agree that notification upon change of this agreement is not required.

In order to use the Services, you must agree to these Terms. By using the Services, the Application, you represent that you have read and understood these Terms and are reading & understanding any changes that may periodically occur. These Terms govern your use of, access to, affiliation with, and operation of the Services from within the United States and its territories. PLEASE READ THESE TERMS AS THEY AND ALL REFERENCED DOCUMENTS AND POLICIES CONSTITUTE A LEGAL AGREEMENT, BETWEEN YOU AND LEAD HEROES LLC AND ITS CONTRACTORS, TO WHICH YOU ARE SUBJECT. Throughout these Terms, the word “including” can mean “including but not limited to.” By accessing, downloading, installing, or using the Services, you signify that you have read, understood, and agreed to be bound by the provisions of these Terms.

## **Use of Our Services and Your License**

The Services provide virtual assistant services for individuals and businesses. The Services are performed by Virtual Assistants (“VAs”) who are reasonably capable of executing these jobs, tasks, or offers. VAs are to be distinguished from Users (defined

below) herein as “VAs.” VAs may be subject to independent contractor agreements overseen by Hire Heroes. The term “Users,” on the other hand, will explicitly refer to parties in use of the Application or other Services seeking to have tasks completed, subject to the terms of agreement of the User.

Subject to your compliance with these Terms and your payment of any applicable fees, Hire Heroes grants you, whether as a User or as a VA, a limited, non-exclusive, non-transferable, non-sublicensable license to access and use the Services. Hire Heroes, in its sole discretion, may terminate your license to any portion of the Services at any time without notice. This license does not include any resale of any portion of the Services or its contents; any derivative use of any portion of the Services or its contents; or any use of data mining, robots, or similar data gathering and extraction tools. All rights not expressly granted to you in these Terms are reserved and retained by Hire Heroes. No portion of the Services may be reproduced, duplicated, copied, sold, or resold without the express written consent of Hire Heroes. You may not use any meta tags or any other “hidden text” utilizing Hire Heroes’ name or trademarks without our express written consent. You may not misuse the Services. You may use the Services only as permitted by law. The licenses granted by Hire Heroes will terminate if you do not comply with these Terms. If the license granted by Hire Heroes terminates, you continue to be bound by the provisions of these Terms.

## **Eligibility**

Each User must be at least 18 years old in order to be eligible to use the Services. The Services are not available for children (persons under the age of 18 regardless of parental consent) in any capacity, whether that be as a VA or as a User. By becoming a User, you represent, acknowledge, and warrant that you are at least 18 years of age and that you have the right, authority, and capacity to enter into and abide by the terms and conditions of these Terms.

You further represent, acknowledge, and warrant that your use of the Services is in compliance with any and all applicable laws and regulations.

## **Accounts**

By creating an account, you will be given access to different features of the various Services.

When creating an account, you agree that you will provide complete and accurate information, and you agree that you will maintain this information as up-to-date at all times. Failure to do so may result in your inability to access the Services or in other forms of termination of access to the Services.

Although Hire Heroes works to safeguard your account and passwords, you are solely responsible for protecting the confidentiality of your account and passwords.

This excludes any known or unknown cyber attacks (via denial of service attacks, hacks, malware, worms, or otherwise), data breaches, or data malformation.

You will accept responsibility for all activities that occur under your account, identifiable by your Hire Heroes User Unique Identifier (“Hire Heroes User ID”).

If you use the Services on behalf of an entity or organization, you represent and warrant that you have the authority to bind that entity or organization to these Terms, and you agree to be bound by these Terms on behalf of that entity or organization.

Be sure to sign off when finished using a shared device. Hire Heroes will not be liable for any unauthorized use of your account.

### **Service Rules.**

You agree to refrain from engaging in any of the following prohibited activities:

Modifying, altering, reproducing, copying, distributing, or disclosing any confidential part of the Services in any medium (including but not limited to any information that you are aware or unaware of due to its confidentiality; information whose origin is unknown should be treated as confidential);

Attempting to interfere or interfering with system integrity or security;

Attempting to upload or uploading any virus, worm, code (malicious or otherwise), or other software through the Services; and

Attempting to seek or provide a service that Hire Heroes has classified as a “Zero Tolerance Service” in Hire Heroes’ Zero Tolerance Policy.

Failure to comply with the terms of this Section 4 may result in your inability to access the Services or other forms of termination of access to the Services.

## **Payment**

### **Billing Services.**

As a User, you agree to pay the amounts charged for your use of the Services as described in this Section below. “Charges” include any rates described below (“Rates” and other applicable fees), in addition to any voluntary tip you may elect to give to a VA.

**Rates:** Rates consist of a base charge and any adjustments based on location and category of task.

**Market Adjusted Pricing:** Rates are subject to change based on demand at a rate determined by market conditions.

**Service Fee:** Hire Heroes may consider levying additional service fees but the right to do so shall remain retained to Hire Heroes itself entirely.

**Cancellation Fee:** After you the User requests a task you may cancel it through the Application, but be aware that in certain cases a cancellation fee may apply.

**Insurance Fee or Safety Fee:** There may be a required charge to cover the cost of corporate insurance ensuring liabilities are accounted for and can be mediated in a reasonable manner.

**Toll Fee:** Toll fees in some instances may occur if the User does not indicate that toll roads should not be used, as our VAs will assume that Users would prefer convenience and efficiency in terms of the speed with which or time at which the task is done.

**Subscription Fee:** Hire Heroes, dependent on the use of the Services, will charge a monthly Subscription Fee concurrent with the selected plan.

**Credit Cards and Debit Cards:**

**Authorization:** Upon the addition of a new payment method or each task request, Hire Heroes may seek authorization of your selected payment method to verify the payment method, ensure the task cost will be covered, and protect against unauthorized behavior. The authorization is not a charge; however, it may reduce your available credit by the authorization amount until your bank's next processing cycle. Should the amount of our authorization exceed the total funds on deposit in your account, you may be subject to overdraft or non-sufficient funds charges by the bank issuing your debit or check card. We cannot be held responsible for these charges and are unable to assist you in recovering them from your issuing bank.

**Fraud Prevention:** Hire Heroes may rely on third-party payment gateways to handle credit card and debit card authorization, payments, and card management and cannot be held responsible for data breaches, data loss, malformation of data as a result of cyber attacks, data breaches, data loss, or malformation of data affecting the third-party payment gateway. Our choice of third-party payment gateways will still adhere to our standards of adequate User payment data security, meaning always maintaining PCI Service Provider Level 1 compliance, utilizing TLS (SSL) connections in data transit, and storing sensitive card information in an encrypted format.

Certain features of the Services will be provided for a fee. In most cases, you will be given an opportunity to view a price estimate for such features and choose to accept prior to paying the fee.

Hire Heroes has the authority and reserves the right to adjust and modify pricing, based on type of request, time of day, or location. Although we employ methods to make users fully aware of the final price they will be paying, you are responsible for the payment of the final price regardless of your awareness of such Charges.

**Refunds:**

All Charges are non-refundable and apply at all times regardless of Application usage or termination of usage, unless a User has a demonstrable basis for a refund – please contact your Customer Success Manager to request a refund.

Hire Heroes in its sole discretion may offer refunds on a case by case basis.

**Credit and Task Discounts: You may receive credits (“Hire Heroes Credits”) that you can apply towards the payment of charges. They may or may not be not transferable or redeemable for cash, except as required by law.**

## **Payments**

If you are a VA, you will carry out or execute tasks as requested by Users within your scope of claimed experience and expertise (“VA Services”) and receive payment for your provision of such VA Services (“Payment”). Payment and transactions are subject to a commission by Hire Heroes, referenced below. You may also receive tips provided by Users to you.

**Commission:** In exchange for permitting you to offer your services through the Services as a VA, you agree to pay Hire Heroes (and permit Hire Heroes to retain) a fee based on each transaction in which you provide VA Services (“Commission”). The amount of the applicable Commission may be communicated to you in a Commission schedule through our website. Hire Heroes reserves the right to change the Commission at any time in Hire Heroes’ discretion based upon local market factors, and Hire Heroes will provide you with notice in the event of such change. Continued use of the Services after any such change in the Commission calculation shall constitute your consent to such change.

**Pricing:** You expressly authorize Hire Heroes to set the prices on your behalf for all Charges that apply to the provision of your VA Services. Hire Heroes reserves the right to change the Charges schedule at any

time in our discretion based upon local market factors. We will communicate relevant changes to the base rate unit amounts that would result in a change in the applicable Payments or transactions. Charges may be subject to maximum limits as set forth in your market's Hire Heroes Cities page or the Hire Heroes Support Center.

**Payment Adjustment:** Hire Heroes reserves the right to adjust or withhold all or a portion of Payment if it believes that (i) you have attempted to defraud or abuse Hire Heroes or Hire Heroes' payment systems, or (ii) in order to resolve a User complaint (e.g., you took an inefficient route or failed to properly end a particular instance of VA Services in the Application when a task was completed). Hire Heroes' decision to adjust or withhold the Payment in any way shall be exercised in a reasonable manner.

#### **Other**

**Carrier Rates: We currently provide our services on our Application for little to no cost, but be aware that your carrier rates, such as text messages and data charges, will still apply, and you will be responsible for such cost. We also provide services on our website for little to no cost, but be aware that your carrier rates still apply, and charges you receive will not signify or entail that Hire Heroes is responsible; you will be responsible for such cost.**

**Deactivation:** At your sole discretion, you may deactivate your account with Hire Heroes. However, you will be responsible for paying any bills posted on your account prior to your deactivation.

#### **Protection of Sensitive Information**

Hire Heroes takes protecting sensitive and personally identifiable information very seriously. Assistants have an established working relationship with Hire Heroes. Assistants are train on handling sensitive information. Hire Heroes, through Lead Heroes LLC, carries Cyber liability insurance, in the event there is a breach or issue with personal data.

#### **Third-Party Links**

The use of our Services may provide you with links to third-parties and their respective material. Hire Heroes does not own or control any of the third-party contents and does not assume responsibility for your usage of such third-party sites. You understand that if you use such sites you do so at your own risk.

You relieve Hire Heroes from any liability that may arise during your use of any third-party sites.

### **Indemnity.**

You are responsible for your use of the Services, and you agree to defend, indemnify, and hold Hire Heroes, including our affiliates, subsidiaries, parents, successors, and assigns, and each of our respective officers, directors, employees, independent contractors, agents, and shareholders, harmless from any claims, actions, suits, losses, costs, liabilities, and expenses (including reasonable attorneys' fees and costs) relating to or arising out of your use of and participation in the Services, including:

- your breach of these Terms or the documents incorporated herein by reference;

- your violation of any law or regulation or the rights of a third-party, including, without limitation, VAs, Users, other motorists, and pedestrians, as a result of your own interaction with such third-party;

- any allegation that any materials that you submit to us or transmit through the Services infringe upon or otherwise violate the copyright, trademark, patent, trade secret, or other intellectual property or other rights of any third-party;

- your ownership, use, or operation of a motor vehicle or passenger vehicle, or any other relevant tools (including but not limited to: laundry machines, cleaning equipment, or stationary or technical equipment), including your provision of Services as a VA; and/or

- any other activities in connection with the Services.

The indemnity provided for in this section shall be applicable without regard to the negligence of any party, including any indemnified person.

**Limitation of Liability.** IN NO EVENT WILL HIRE HEROES, INCLUDING OUR AFFILIATES, SUBSIDIARIES, PARENTS, SUCCESSORS, AND ASSIGNS, AND EACH OF OUR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, INDEPENDENT CONTRACTORS, AGENTS, OR SHAREHOLDERS (COLLECTIVELY “HIRE HEROES” FOR PURPOSES OF THIS SECTION), BE LIABLE TO YOU FOR ANY INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, CONSEQUENTIAL, OR INDIRECT DAMAGES (INCLUDING BUT NOT LIMITED TO DAMAGES FOR DELETION, CORRUPTION, LOSS OF DATA, LOSS OF PROGRAMS, FAILURE TO STORE ANY INFORMATION OR OTHER CONTENT MAINTAINED OR TRANSMITTED BY THE SERVICES, FINANCIAL LOSS ARISING FROM USING THE SERVICES, FINANCIAL LOSS ASSOCIATED WITH VAS FAILING TO COMPLETE TASKS, SERVICE INTERRUPTIONS, OR FOR THE COST OF PROCUREMENT OF SUBSTITUTE SERVICES) ARISING OUT OF OR IN CONNECTION WITH THE SERVICES, OR THESE TERMS, HOWEVER ARISING, INCLUDING NEGLIGENCE, EVEN IF WE OR OUR AGENTS OR REPRESENTATIVES KNOW OR HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE SERVICES MAY BE USED BY YOU TO REQUEST AND SCHEDULE TRANSPORTATION, GOODS, OR OTHER SERVICES WITH THIRD-PARTY PROVIDERS, BUT YOU AGREE THAT HIRE HEROES HAS NO RESPONSIBILITY OR LIABILITY TO YOU RELATED TO ANY TRANSPORTATION, GOODS, OR OTHER SERVICES PROVIDED TO YOU BY THIRD-PARTY PROVIDERS OTHER THAN AS EXPRESSLY SET FORTH IN THEIR TERMS. CERTAIN JURISDICTIONS MAY NOT ALLOW 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 MAY HAVE ADDITIONAL RIGHTS.

## **Dispute Resolution and Arbitration Agreement**

### **THIS AGREEMENT INCLUDES MANDATORY ARBITRATION**

As part of the agreement to lawfully permit the use of the Services in the manner disclosed in these Terms, you the User will be required to resolve disputes with Hire Heroes on an individual basis through determent, final, and binding arbitration. By entering into these Terms

you fully acknowledge that you have read and understand the provisions of these Terms and have exercised reasonable caution in considering the consequences of consenting to these Terms. YOU AND HIRE HEROES MUTUALLY AGREE TO WAIVE OUR RESPECTIVE RIGHTS TO RESOLUTION OF DISPUTES IN A COURT OF LAW BY A JUDGE OR JURY AND AGREE TO RESOLVE ANY DISPUTE BY ARBITRATION, AS SET FORTH BELOW.

- Dispute Resolution Process.
  - The terms of this dispute resolution process are binding and are the Parties' exclusive process for handling or adjudicating disputes.
  - Notice of Dispute. If You believe You have a claim or dispute with Hire Heroes, You must notify Hire Heroes of the existence and basis of the dispute via email sent to **Info@hireheroes.com**. Hire Heroes will notify you of any dispute at the most recent confirmed email address on record. Notice must be sent to the other party at least 30 days before any additional steps or actions are taken related to the disputes.
  - Cancelled Payments, Chargebacks, Disputed Charges. You expressly agree that You will not attempt to cancel, dispute or chargeback any payments made to Hire Heroes. Any efforts to do so are a direct and material breach of this agreement and will cause Hire Heroes monetary and reputational damages. In such a case, Hire Heroes may immediately initiate an expedited arbitration process and seek an injunction or protective order.
    - You expressly agree that this Agreement is clear evidence that You are not legally permitted to dispute a charge outside of the process described in the section.
  - Settlement Negotiations. After notifying the other party of a dispute, the parties shall engage in good faith negotiations. After 30 days from the date of notice of dispute, either party may choose to initiate the Arbitration process.
  - Arbitration. Any dispute, claim or controversy arising out of or relating to this agreement, or the breach thereof, shall be settled by arbitration administered by FairClaims ([www.fairclaims.com](http://www.fairclaims.com)) in accordance with its Arbitration Rules & Procedures effective at the time a claim is made, and

judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

- The Parties consent to electronic service of process via email, with service to be made upon Hire Heroes to **info@hireheroes.com** and upon You at the at the most recent confirmed email address on record. The Parties agree that, in the event of confirmation and enforcement, the delinquent party will be responsible for any attorney, court or other fees associated with such action. The parties agree to split all FairClaims fees evenly.
- Attorney Fees. In any action or proceeding to enforce rights under this Agreement, the prevailing party will be entitled to recover its costs and attorneys' fees.

**Prohibition of Class Actions and Non-Individualized Relief.**

YOU UNDERSTAND AND AGREE THAT YOU AND HIRE HEROES MAY EACH BRING CLAIMS IN ARBITRATION AGAINST THE OTHER ONLY IN AN INDIVIDUAL CAPACITY AND NOT ON A CLASS, COLLECTIVE ACTION, OR REPRESENTATIVE BASIS (“CLASS ACTION WAIVER”). YOU UNDERSTAND AND AGREE THAT YOU AND HIRE HEROES BOTH ARE WAIVING THE RIGHT TO PURSUE OR HAVE A DISPUTE RESOLVED AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS, COLLECTIVE, OR REPRESENTATIVE PROCEEDING. NOTWITHSTANDING THE FOREGOING, THIS SUBSECTION (C) SHALL NOT APPLY TO REPRESENTATIVE PRIVATE ATTORNEYS GENERAL ACT CLAIMS BROUGHT AGAINST HIRE HEROES.

The arbitrator shall have no authority to consider or resolve any Claim or issue any relief on a class, collective, or representative basis.

Nothing in the Arbitration Agreement prevents you from making a report to or filing a claim or charge with the Equal Employment Opportunity Commission, U.S. Department of Labor, Securities Exchange Commission, National Labor Relations Board, or Office of Federal Contract Compliance Programs, or similar local, state, or federal agency, and nothing in the Arbitration Agreement shall be deemed to preclude or excuse a party from bringing an administrative claim before any agency in order to fulfill the party's obligation to exhaust administrative remedies before making a claim in arbitration; however, you

knowingly and voluntarily waive the right to seek or recover money damages of any type pursuant to any administrative complaint and instead may seek such relief only through arbitration under these Terms. Nothing in these Terms or the Arbitration Agreement prevents your participation in an investigation by a government agency of any report, claim, or charge otherwise covered by the Arbitration Agreement.

**Severability.** In addition to the severability provisions, in the event that any portion of the Arbitration Agreement is deemed illegal or unenforceable, such provision shall be severed, and the remainder of the Arbitration Agreement shall be given full force and effect.

### **Hire Heroes Promotions and Referral Programs**

Hire Heroes has discretion and may make available promotions with different features to any Users or prospective Users. These promotions, unless made to you, shall have no bearing whatsoever on your agreement or relationship with Hire Heroes. Hire Heroes reserves the right to withhold or deduct credits or benefits obtained through a promotion in the event that Hire Heroes determines or believes that the redemption of the promotion or receipt of the credit or benefit was in error, fraudulent, illegal, or in violation of the applicable promotion terms or these Terms.

From time to time, Hire Heroes may offer you with incentives to refer new Users to the Hire Heroes community. These incentives may come in the form of Hire Heroes Credits, and Hire Heroes may set or change the incentive types, amounts, terms, restrictions, and qualification requirements for any incentives in its sole discretion.

### **Intellectual Property**

All intellectual property rights in the Services shall be owned by Hire Heroes absolutely and in their entirety. These rights include but are not limited to database rights, copyrights, patents, trade secrets, design rights (whether registered or unregistered), trademarks (whether registered or unregistered), and other similar rights wherever existing in the world together with the right to apply for protection of the same. All other trademarks, logos, service marks,

and company or product names set forth in the Services are the property of their respective owners.

You acknowledge and agree that any questions, comments, suggestions, ideas, feedback, photos, images, videos, data, or other information or materials (“Submissions”) provided by you to us are non-confidential and shall become the sole property of Hire Heroes. Hire Heroes shall own exclusive rights, including all intellectual property rights, and shall be entitled to the unrestricted use and dissemination of these Submissions for any purpose, commercial or otherwise, without acknowledgment or compensation to you. You are solely responsible for your Submissions. Your Submissions may not be false, materially misleading, libelous, defamatory, obscene, vulgar, abusive, harassing, threatening, or otherwise objectionable, invade a person’s privacy, infringe another person’s intellectual property or proprietary rights, or otherwise violate applicable law. You represent and warrant that you own or otherwise control all of the rights to your Submissions; that the use of such materials by Hire Heroes will not infringe upon or violate the rights of any third-party; and that you will indemnify Hire Heroes for all claims resulting from your Submissions.

Hire Heroes and other Hire Heroes logos, designs, graphics, icons, scripts, and service names are registered trademarks, unregistered trademarks, or trade dress of Hire Heroes in the United States and/or other countries (collectively, the “Hire Heroes Marks”), referenced directly below in but not limited to blue shades:

If you provide services as a VA, Hire Heroes grants to you, during the term of these Terms, and subject to your compliance with the terms and conditions of these Terms, a limited, revocable, non-exclusive license to display and use the Hire Heroes Marks solely in connection with providing such services (“License”). The License is non-transferable and non-assignable, and you shall not grant to any third-party any right, permission, license, or sublicense with respect to any of the rights granted hereunder without Hire Heroes’ prior written permission, which Hire Heroes may withhold in its sole discretion. The Hire

Heroes Marks may not be used in any manner that is likely to cause confusion.

You acknowledge that Hire Heroes is the owner and licensor of the Hire Heroes Marks, including all goodwill associated therewith, and that your use of the Hire Heroes Marks will confer no additional interest in or ownership of the Hire Heroes Marks in you but rather inures to the benefit of Hire Heroes. You agree to use the Hire Heroes Marks strictly in accordance with Hire Heroes' trademark usage guidelines, as may be provided to you and revised from time to time, and to immediately cease any use that Hire Heroes determines to be nonconforming or otherwise unacceptable.

You agree that you will not: (1) create any materials that incorporate the Hire Heroes Marks or any derivatives of the Hire Heroes Marks other than as expressly approved by Hire Heroes in writing; (2) use the Hire Heroes Marks in any way that tends to impair their validity as proprietary trademarks, service marks, trade names, or trade dress, or use the Hire Heroes Marks other than in accordance with the terms, conditions, and restrictions herein; (3) take any other action that would jeopardize or impair Hire Heroes' rights as owner of the Hire Heroes Marks or the legality and/or enforceability of the Hire Heroes Marks, including, without limitation, challenging or opposing Hire Heroes' ownership in the Hire Heroes Marks; (4) apply for trademark registration or renewal of trademark registration of any of the Hire Heroes Marks, any derivative of the Hire Heroes Marks, any combination of the Hire Heroes Marks and any other name, or any trademark, service mark, trade name, symbol, or word which is similar to the Hire Heroes Marks; or (5) use the Hire Heroes Marks on or in connection with any product, service, or activity that is in violation of any law, statute, government regulation, or standard.

Violation of any provision of this License may result in immediate termination of the License, in Hire Heroes' sole discretion. If you create any materials bearing the Hire Heroes Marks (in violation of these Terms or otherwise), you agree that upon their creation Hire Heroes exclusively owns all right, title, and interest in and to such materials, including without limitation any modifications to the Hire Heroes Marks or derivative works based on the Hire Heroes Marks.

You further agree to assign any interest or right you may have in such materials to Hire Heroes and to provide information and execute any documents as reasonably requested by Hire Heroes to enable Hire Heroes to formalize such assignment.

### **Copyrights Policy**

Hire Heroes respects the intellectual property of others and expects Users to do the same. If you believe, in good faith, that any materials on the Services infringe upon your copyrights, please send the following information to Hire Heroes at **info@hireheroes.com**:

1. a description of the copyrighted work that you claim has been infringed, including the specific location on the Services where the material you claim is infringed is located. Include enough information to allow Hire Heroes to locate the material, and explain why you think an infringement has taken place;
2. a description of the location where the original or an authorized copy of the copyrighted work exists – for example, the URL (Internet address) where it is posted or the name of the book in which it has been published;
3. your name, mailing address, telephone number, and e-mail address;
4. a statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law;
5. a statement by you, made under penalty of perjury, that the information in your notice is accurate, and that you are the copyright owner or authorized to act on the copyright owner's behalf; and
6. an electronic or physical signature of the owner of the copyright or the person authorized to act on behalf of the owner of the copyright interest.

### **Confidentiality**

You agree not to use any technical, financial, strategic, or other proprietary or confidential information relating to Hire Heroes' business, operations, or properties, including User information ("Confidential Information") disclosed to you by Hire Heroes for your own use or for any purpose other than as contemplated herein. You

shall not disclose or permit disclosure of any Confidential Information to third-parties. You agree to take all reasonable measures to protect the secrecy of and avoid disclosure or use of Confidential Information of Hire Heroes in order to prevent it from falling into the public domain. Notwithstanding the above, you shall not have liability to Hire Heroes with regard to any Confidential Information which you can prove: was in the public domain at the time it was disclosed by Hire Heroes or has entered the public domain through no fault of yours; was known to you, without restriction, at the time of disclosure, as demonstrated by files in existence at the time of disclosure; is disclosed with the prior written approval of Hire Heroes; becomes known to you, without restriction, from a source other than Hire Heroes without breach of these Terms by you and otherwise not in violation of Hire Heroes' rights; or is disclosed pursuant to the order or requirement of a court, administrative agency, or other governmental body; provided, however, that you shall provide prompt notice of such court order or requirement to Hire Heroes to enable Hire Heroes to seek a protective order or otherwise prevent or restrict such disclosure.

### **Modification to these Terms**

Hire Heroes reserves the right to modify the terms and conditions of these Terms. Hire Heroes reserves the right to change or modify information referenced throughout these Terms, including arbitrations provisions where herein does not create a renewed opportunity to opt out of arbitration. As such, the continued use of the Application or other Services will constitute your consent to such changes.

### **Hire Heroes Communications**

By becoming a User, you agree to receive communications from us, including e-mails, text messages, calls, and push notifications. You agree that texts, calls, or prerecorded messages may be generated by automatic telephone dialing systems. Communications from Hire Heroes, its affiliated companies, and/or VAs, may include but are not limited to: operational communications concerning your User account or use of the Services, updates concerning new and existing features on the Services, communications concerning promotions run by us or our third-party partners, and news concerning Hire Heroes and industry developments. Standard text messaging charges applied by your cell phone carrier will apply to text messages we send. You

agree that all agreements, notices, disclosures, and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing.

## **Disclaimers**

The following Heroes disclaimers are made on behalf of Hire Heroes, our affiliates, subsidiaries, parents, successors, and assigns, and each of our respective officers, directors, employees, independent contractors, agents, and shareholders:

1. The Services are provided on an “as is” basis and without any warranty or condition, express, implied, or statutory. We do not guarantee and do not promise any specific results from use of the Services, including the ability to provide or receive Services at any given location or time. We specifically disclaim any implied warranties of title, merchantability, fitness for a particular purpose, and non-infringement. Some states do not allow the disclaimer of implied warranties, so the foregoing disclaimer may not apply to you.
2. We do not warrant that your use of the Services will be accurate, complete, reliable, current, secure, uninterrupted, always available, or error-free, or will meet your requirements, that any defects in the Services will be corrected, or that the Services are free of viruses or other harmful components. We disclaim liability for, and no warranty is made with respect to, connectivity and availability of the Services.
3. Please note that there are also risks of dealing with underage persons or people acting under false pretense, and we do not accept responsibility or liability for any content, communication, or other use or access of the Services by persons under the age of 18 in violation of these Terms. We encourage you to communicate directly with each potential VA or User prior to engaging in an arranged transportation service.
4. Hire Heroes is not responsible for the conduct, whether online or offline, of any User of the Services. You are solely responsible for your interactions with other Users. By using or participating in the Services, you agree to accept such risks

and agree that Hire Heroes is not responsible for the acts or omissions of Users on the or participating in the Services.

5. Hire Heroes expressly disclaims any liability arising from the unauthorized use of your User account. Should you suspect that any unauthorized party may be using your User account or you suspect any other breach of security, you agree to notify us immediately.
6. It is possible for others to obtain information about you that you provide, publish, or post to or through the Services (including any profile information you provide), send to other Users, or share during the Services, and to use such information to harass or harm you. We are not responsible for the use of any personal information that you disclose to other Users on or through the Services. Please carefully select the type of information that you post on or through the Services or release to others. We disclaim all liability, regardless of the form of action, for the acts or omissions of other Users (including unauthorized users or “hackers”).
7. Opinions, advice, statements, offers, or other information or content concerning Hire Heroes or made available through the Services, but not directly by us, are those of their respective authors and should not necessarily be relied upon. Such authors are solely responsible for such content. Under no circumstances will we be responsible for any loss or damage resulting from your reliance on information or other content posted by third-parties, whether on the Services or otherwise. We reserve the right, but we have no obligation, to monitor the materials posted on the Services and to remove any such material that in our sole opinion violates, or is alleged to violate, the law or these Terms, which might be offensive or illegal, or might violate the rights, harm, or threaten the safety of Users or others.
8. Location data provided by the Services is for basic location purposes only and is not intended to be relied upon in situations where precise location information is needed or where erroneous, inaccurate, or incomplete location data may lead to death, personal injury, or property or environmental damage. Neither Hire Heroes nor any of its content providers guarantees the

availability, accuracy, completeness, reliability, or timeliness of location data tracked or displayed by the Services. Any of your Information, including geolocation data, that you upload, provide, or post on the Services may be accessible to Hire Heroes and certain Users.

9. Hire Heroes advises you to use the Services with a data plan with unlimited or very high data usage limits, and Hire Heroes shall not be responsible or liable for any fees, costs, or overage charges associated with any data plan you use to access the Services.
10. This paragraph applies to any version of the Services that you acquire from the Apple App Store. These Terms are entered into between you and Hire Heroes. Apple, Inc. (“Apple”) is not a party to these Terms and shall have no obligations with respect to the Services. Hire Heroes, not Apple, is solely responsible for the Services and the content thereof as set forth hereunder. However, Apple and Apple’s subsidiaries are third-party beneficiaries of these Terms. Upon your acceptance of these Terms, Apple shall have the right (and will be deemed to have accepted the right) to enforce these Terms against you as a third-party beneficiary thereof. These Terms incorporate by reference Apple’s Licensed Application End User License Agreement, for purposes of which, you are “the end-user.” In the event of a conflict between the terms of the Licensed Application End User License Agreement and these Terms, the provisions of these Terms shall control.

#### **Liability of Assistant Issues, and Loss Arising from the same.**

You affirm that you are aware that all work, duties, obligations, requests, tasks, requirements, action items, etc. (collectively “Assistant Work”) seemingly performed by the product marketed titles including “Hire Heroes” on your behalf are completed by a company that Lead Heroes LLC has contracted to complete Assistant Work (a “Contracted Company”), however, when communicating with assistants that are employed by the Contracted Company via a Lead Heroes LLC owned & operated application, you are then, and only then using services & technologies built and rendered by Lead Heroes LLC **ONLY to communicate** to these assistants that are employed by the Contracted Company. Therefore, in any instances where assistant

issues such as, but not limited to, assistant negligence, assistant failure, assistant error, assistant response times, failure of assistant to perform duties or meet obligations, failure of assistant to respond at all, or any loss of any kind arising from any of these (collectively “Assistant Issues”) are the source of issue, Lead Heroes LLC **cannot be held responsible**, as Lead Heroes LLC only provides a communication platform between assistants and business customers, upon which, assistants are controlled, trained, and employed by a Contracted Company. You agree to waive any and all liability associated with Assistant Issues. You acknowledge that using the Services does not guarantee any outcome, and that work given may not be completed.

### **Liability of Issues**

While Hire Heroes is a service that does our best to guarantee security of messages, leveraging partnerships with top security services, you agree that Hire Heroes cannot be held liable or responsible for any damages associated with security breaches, breaches of data, or any other kind of technology breach as such. In addition, you agree that in using Hire Heroes, you are ultimately responsible for the liability of the tasks that are given, and therefore, liability or loss arising from any issue that is not a technology breach of any kind, or an Assistant Issue, you also acknowledge and agree cannot be attributed to Hire Heroes, and Hire Heroes cannot be held liable for any liability or loss faced by you, your business, or any affiliate organization or person, incorporated or unincorporated.

### **Material Breaches**

You agree that a material breach of these Terms of Service may only arise when you have not paid any outstanding invoices, either as a result of one or more unpaid invoices – as defined by an invoice that was never attempted to be paid, or a failed payment for one or more invoices. Lead Heroes LLC’s obligations only are to provide a communication platform through which you may communicate with assistants that have been assigned to your account by the Contracted Company responsible for Lead Heroes LLC’s human assistance services. Both parties agree that Assistant Issues, service outages, and actions taken by the Contracted Company cannot be used as a basis for a material breach of these Terms of Service.

## **Refunds, Continued**

Hire Heroes is under no obligation to provide refunds for any reason. Hire Heroes, in good faith, may, on a case-by-case basis, provide refunds for unused time, as defined by the days pre-paid for in the billing period, on a prorated basis, for the days after the date of explicit written cancellation that are remaining in the billing period. It is important to understand that Hire Heroes provides a dedicated assistant service, therefore, while you are in the billing period before an event of cancellation, your account has been assigned dedicated resources.

## **Communication with Assistants Outside Normal Course of Business**

Clients agree that at any point during the relationship with Hire Heroes, and for a period of up to three (3) calendar years after, they may not approach any Assistants for any reason outside the normal course of day to day operations. Hire Heroes invests a lot of time, money, and effort in building relationships with our Contracted Companies, providing quality training material and training sessions to Assistants, maintaining internal culture, and investing in their futures. You agree that by attempting to contact Assistants outside the normal course of day to day operations for any reason will cause Hire Heroes irreparable harm, and result in Hire Heroes resorting to injunctive measures to prevent this action, and to seek financial compensation for any damages incurred to Hire Heroes associated with your action.

## **Direct Hiring Assistant**

An Assistant may be directly hired with a Buy Out option. If You are interested in exploring this option, please contact your Hire Heroes representative to discuss the terms.

## **General**

Your Information is any information you provide, publish, or post to or through the Services or related services (including any profile information you provide) or send to other Users or VAs (including via in-application feedback, any email feature, or through any Hire Heroes-related Facebook, Twitter, or other social media posting) (your "Information"). You consent to us using your

Information to create a User account that will allow you to use the Services and participate in the Services.

These Terms shall be governed by the laws of the State of Oregon without regard to choice of law principles. This choice of law provision is only intended to specify the use of Oregon law to interpret these Terms and is not intended to create any other substantive right to non-Oregon residents to assert claims under Oregon law whether by statute, common law, or otherwise.

If any provision of these Terms is or becomes invalid or non-binding, the parties shall remain bound by all other provisions hereof. In that event, the parties shall replace the invalid or non-binding provision with provisions that are valid and binding and that have, to the greatest extent possible, a similar effect as the invalid or non-binding provision, given the contents and purpose of these Terms.

These Terms, and any rights and licenses granted hereunder, may not be transferred or assigned by you; any attempted transfer or assignment in violation hereof shall be null and void. However, you agree that these Terms and all incorporated policies or agreements may be assigned by Hire Heroes, in our sole discretion, by providing notice to you.

A party's failure to act with respect to a breach by the other party does not constitute a waiver of the party's right to act with respect to subsequent or similar breaches.

These Terms set forth the entire understanding and agreement between you and Hire Heroes with respect to the subject matter hereof and supersedes all previous understandings and agreements between the parties, whether oral or written.