# **Client Terms and Conditions**

These Terms of Service (the "Agreement" or "Terms") contain the terms and conditions under which you may make use of the We-Go Assemble Site at <a href="https://www.wegoassemble.com/">https://www.wegoassemble.com/</a> and /or the services that we make available to you. These terms constitute a legal agreement between you ("you" or "user") and We-Go Assemble, Corp, which operates the We-Go Assemble Services, hereinafter referred to as "We-Go Assemble," "we" or "us"), and, they govern your access and use of the website, content, products, and services (the "Site" "Services" "Platform"), made available to you as a user of the platform.

These Terms, together with the privacy policy available at ("Privacy Policy"), and other additional agreements referred to and/or linked herein, all of which are incorporated herein by reference, are, collectively, the "Agreement."

Please read these Terms and any additional terms applicable to your use of the Site or the Services before using it. By accessing or using the Services either as a registered user or not, you confirm your agreement to be bound by these Terms. These Terms expressly supersede prior agreements or arrangements with you regarding the use of the Services.

**IMPORTANT ARBITRATION NOTICE:** THESE TERMS CONTAIN DISCLAIMERS OF WARRANTIES AND LIMITATIONS OF LIABILITIES INCLUDING ARBITRATION AND CLASS ACTION WAIVER PROVISIONS THAT WAIVE YOUR RIGHT TO A COURT HEARING, RIGHT TO A JURY TRIAL, AND RIGHT TO PARTICIPATE IN A CLASS ACTION. ARBITRATION IS MANDATORY AND IS THE EXCLUSIVE REMEDY FOR ANY AND ALL DISPUTES ARISING OUT OF YOUR USE OF OUR SERVICE UNLESS TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAWS. BY ENTERING THIS AGREEMENT, YOU EXPRESSLY ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND ALL OF THE TERMS OF THIS AGREEMENT AND HAVE TAKEN THE TIME TO CONSIDER THE CONSEQUENCES OF THIS IMPORTANT DECISION.

PLEASE READ THESE TERMS CAREFULLY BEFORE ACCESSING OR USING THE SERVICES.

#### 1. Description of Services

We-Go Assemble operates an online platform that connects Clients with independent third-party Assemblers to provide assembling, installation, pickup delivery and related services. We facilitate scheduling services, provide payment processing, assist in resolving disputes, and offer other support services to Clients. However, we do not provide actual assembling or installation services ourselves. While we conduct background checks on Assemblers, we do not guarantee the services provided by any Assembler, and Clients are responsible for evaluating Assemblers.

#### 1.1. Relationship with We-Go Assemble

You acknowledge, agree, and understand that we-go assemble is not a party to the relationship or any dealings between users of the platform. We-Go Assemble does not provide assembling services or select Assemblers for Clients. However, if requested, we may suggest an Assembler based on the Client's needs. The Client is still responsible for determining suitability. We-Go Assemble is not responsible for the services provided.

You are solely responsible for determining the suitability of other users for a service and the performance of such service. Although we perform background checks on our Assemblers, we do not make any representations about or guarantee the truth or accuracy of any user's claim or other User Content on the Platform. We make no representations nor guarantees about an Assembler, and you agree not to hold us responsible for the quality, safety, or legality of an Assembler; the qualifications, background, or identities of Users; and the ability of an Assembler to deliver the required services.

# 1.2. Confidential Information

Users may agree to any terms they deem appropriate with respect to the confidentiality of their dealing. To the extent a Client provides Confidential Information to the other, the recipient will protect the secrecy of the discloser's Confidential Information with the same degree of care as it uses to protect its own Confidential Information, but in no event with less than due care, and will: (a) not disclose or permit others to disclose another's Confidential Information to anyone without first obtaining the express written consent of the owner of the Confidential Information; (b) not use or permit the use of another's Confidential Information, except as necessary for the performance of the Services and (c) limit access to another's Confidential Information to its personnel who need to know such information for the performance of the requested Services.

### **1.3.Satisfaction Guarantee**

In the event of dissatisfaction, we will initiate a thorough investigation in collaboration with the Assembler to assess the issue and potential resolution. If a mutually satisfactory resolution cannot be reached, we will explore options for a partial refund, full refund, or credit based on the circumstances up to 3 months from the completed task date.

#### 2. We-Go Assemble accounts: registration and acceptance

<u>Eligibility:</u> You represent that you are either a legal entity or an individual who is 18 years or older (or has otherwise reached the age of majority in the jurisdiction in which you conduct business) in each case who can form legally binding contracts.

<u>Registration and acceptance:</u> Account registration requires you to submit certain personal information, such as your name, age, gender, email address, home address, and/or mobile phone number, and/or at least one valid payment method (e.g., a credit card). You agree to maintain accurate, complete, and up-to-date information in your account.

We may also require you to provide additional optional information about you and your interest, which is not a compulsory requirement to register for a user account but may be helpful to We-Go Assemble in improving and providing you with a more customized user experience when using the platform.

We-Go Assemble reserves the right to decline a registration to join We-Go Assemble for any lawful reason.

<u>Account profile:</u> You agree to provide true, accurate, and complete information on your Profile and all registration and other forms you access on the Service or provide to us and to update your information to maintain its truthfulness, accuracy, and completeness. You agree not to provide any false or misleading information about your identity, location or your business and to correct any such information that is or becomes false or misleading.

#### Username, passwords, and account security

When you register for an account, you may be asked to choose a username and password for the account. You are responsible for all activity that occurs under your account, and you agree to maintain the security and secrecy of your account username and password at all times. You agree to notify us immediately if you suspect or become aware of any unauthorized use of your account or any unauthorized access to the password for any account. You also acknowledge and agree that We-Go Assemble will not in any way be liable to you for any loss caused by unauthorized access to and use of your account.

#### 3. Intellectual property rights, license, and restrictions

<u>Intellectual property rights:</u> This platform is controlled and operated by We-Go Assemble, and all material on this Platform, including but not limited to software, images, illustrations, text, scripts, graphics, audio clips, video clips, and other interactive features made available to you on the Platform, logos, trademarks, and service marks contained herein, are owned by We-Go Assemble. Other service marks, logos, and names on this Platform are the property of their respective owners.

Any use of the Platform or the contents made available to you on the Platform other than as specifically authorized herein, without our prior written permission is strictly prohibited and will terminate the license granted herein. Such unauthorized use may also violate applicable laws, including, without limitation, copyright and trademark laws and applicable communications regulations and statutes. Unless explicitly stated herein, nothing in these Terms shall be construed as conferring any license to intellectual property rights, whether by estoppel, implication, or otherwise. This license is revocable by We-Go Assemble at any time without notice and with or without cause.

Without the prior written consent of the owner, modification of the materials, use of the materials on any other website or networked computer environment, or use of the materials for any purpose other than personal, non-commercial use is a violation of the copyrights, trademarks, and other proprietary rights, and is prohibited. Any use for which you receive any remuneration, whether in money or otherwise, is a commercial use for the purposes of this clause.

<u>License and restrictions</u>: Subject to your compliance with these Terms, we grant you a limited, nonexclusive, non-sublicensable, revocable, non-transferable license to access and use the Services subject to the Terms of this Agreement. Any rights not expressly granted herein are reserved by us. You may not: (i) remove any copyright, trademark, or other proprietary notices from any portion of the Services; (ii) reproduce, modify, prepare derivative works based upon, distribute, license, lease, sell, resell, transfer, publicly display, publicly perform, transmit, stream, broadcast or otherwise exploit the Services except as expressly permitted by us; (iii) decompile, reverse engineer or disassemble the Services except as may be permitted by applicable law; (iv) link to, mirror or frame any portion of the Services; or (v) cause or launch any programs or scripts for the purpose of scraping, indexing, surveying, or otherwise data mining any portion of the Services or unduly burdening or hindering the operation and/or functionality of any aspect of the Services.

# 4. Fees, payment terms, and payment methods

<u>Client fees deposit and payment:</u> As a client and user of the services made available to you on the Platform, you agree to pay the fees displayed to you when completing a hire. You are responsible for reviewing the total price quote for the services requested by you before completing the hire. Clients are required to pay a \$50 refundable deposit before services are rendered. The remaining balance will be automatically charged upon completion of services. After you have received the services agreed between you and an Assembler through the use of the We-Go Assemble Services, we will facilitate your payment of the applicable charges on behalf of the Assembler. Charges may include other applicable fees, federal, state, and local taxes. Charges paid by you are final and non-refundable unless otherwise determined by us. You agree not to make any alternative payment arrangement with the Assembler who performs the Service.

Client hereby authorizes We-Go Assemble to run credit card authorizations on all credit cards provided by Client, to store credit card and banking or other financial details as Client's method of payment consistent with our Privacy Policy, and to charge Client's credit card (or any other Payment Method) for the Assembler Fees and any other amounts owed under the Terms. To the extent permitted by applicable law and subject to our Privacy Policy, you acknowledge and agree that we may use certain third-party payment service providers to process payments and manage your payment method information.

By providing payment method information through the Services and authorizing payments with the Payment Method, Client represents, warrants, and covenants that:

- (a) The Client is legally authorized to provide such information;
- (b) The Client is legally authorized to make payments using the Payment Method(s);
- (c) if Client is an employee or agent of a company or person that owns the Payment Method, that Client is authorized by the company or person to use the Payment Method to make payments on We-Go Assemble and
- (d) such actions do not violate the terms and conditions applicable to Client's use of such Payment Method(s) or applicable law.

When Client authorizes a payment using a Payment Method via the Services, Client represents and warrants that there are sufficient funds or credit available to complete the payment using the

designated Payment Method. To the extent that any amounts owed under this Agreement or the other Terms of Service cannot be collected from Client's Payment Method(s), Client is solely responsible for paying such amounts by other means as may be allowed by We-Go Assemble.

While we will use credible third party payment processors with industry-standard efforts to ensure the security of all credit cards and all other personal information, we expressly disclaim any liability for any damage that may result should any information be released to any third parties, and you agree to hold us harmless for any damages that may result therefrom.

Client also acknowledges and agrees that for already completed services by an Assembler, failure by Client to approve, decline or dispute such rendered service within 24 hours will be taken as an authorization and instruction to release payment, and we shall automatically charge your authorized payment method for the balance of the services provided by the Assembler after 24 hours.

<u>Updating Payment Method:</u> You may update your Payment Method with a We-Go Assemble active representative as details will be emailed to you to make any changes. If at any time your Payment Method is unable to be charged for the Service due to insufficient funds, expired or invalid account details, or otherwise, you remain responsible for the cost of such Service charge. It is your responsibility to update and maintain the Payment Method associated with your account in writing to <u>Info@wegoassemble.com</u>. In the event your Payment Method is unable to cover the Service until the Payment Method has been updated to permit a charge on your payment method for the provided service.

#### Non-payment or default

In the event that a client is in default and fails to pay the Assembler fees or any other amounts when due under the Terms, We-Go Assemble will be entitled to the remedies described in this Section in addition to such other remedies that may be available under applicable law or in such written Agreement. For the avoidance of doubt, Client will be deemed to be in default on the earliest occurrence of any of the following: (i) Client fails to pay the Assembler fees when due; (ii) Client fails to pay a balance that is due or to bring upon the completion of the service, or within a reasonable period of time but no more than 30 days after the accrual of the charge, an account current after a credit or debit card is declined or expires; (iii) Client fails to pay an invoice issued to the Client by We-Go Assemble within the time period agreed or, if no period is agreed, within 30 days; (iv) Client initiates a chargeback with a bank or other financial institution resulting in a charge made by We-Go Assemble for Assembler fees or such other amount due being reversed to the Client; or (v) Client takes other actions or fails to take any action that results in a negative or past-due balance on the Client's account.

In the event that a Client is in default, we may, without notice, temporarily or permanently place a hold on or close Client's account and revoke Client's access to the We-Go Assemble platform, including Client's ability to process any new service request or obtain any additional Assembler

Services from other users. However, Client will remain responsible for any amounts that accrue on any past or current service at the time a limitation is put on the Client's account as a result of the default. Without limiting other available remedies, Client must pay We-Go Assemble upon demand for any amounts owed, plus interest on the outstanding amount at the lesser of one and one-half percent (1.5%) per month or the maximum interest allowed by applicable law, plus attorneys' fees and other costs of collection to the extent permitted by applicable law.

At our discretion and to the extent permitted by applicable law, We-Go Assemble or its other Affiliates may, without notice, charge all or a portion of any amount that is owed to any Payment Method on file on the Client's account; set off amounts due against other amounts received from Client or held by for Client by We-Go Assemble or another Affiliate; make appropriate reports to credit reporting agencies and law enforcement authorities; and cooperate with credit reporting agencies and law enforcement authorities in any investigation or prosecution.

<u>Booked appointment cancellation and refunds</u>: We-Go Assemble encourages users to try and resolve disputes amicably without having to cancel an already booked service. Nevertheless, if a user decides to cancel an appointment, it will be subject to the following terms:

- a) Client can cancel an already booked appointment up to 48 hours before the scheduled appointment time and will be entitled to a full refund of the \$50 deposit made, less any payment processing fees applied when the payment was made.
- b) The client will be entitled to a full refund on money deposited for the assembling service in the event that the Assembler does not show up for the booked appointment at the scheduled time.
- c) Client understands that there will be no refund of the initial \$50 deposit made in the event where client initiates cancellation within 48 hours of the scheduled appointment time.
- d) Where an Assembler cancels a booked appointment, the client will be refunded the entire deposit made for the services.

# 5. Ratings and reviews, suggestions and feedback, user-generated content and other submissions

#### **Reviews and reviews**

We-Go Assemble provides a feedback system that provides a means through which a client can share their opinions about an Assembler publicly. We-Go Assemble does not monitor, influence, contribute to or censor these opinions. Client acknowledges and agrees that any review that is shared only relates to the business agreement between the client and the Assembler.

We-Go Assemble does not generally investigate any remarks posted by a client or other user content for accuracy or reliability and does not guarantee that user content is accurate.

In order to protect the integrity of the review system and protect users from abuse, We-Go Assemble reserves the right (but is under no obligation) to remove posted reviews or information that, in We-Go Assemble's sole judgment, violates these Terms or negatively affects our platform, diminishes the

integrity of the review system or otherwise is inconsistent with the business interests of We-Go Assemble. You acknowledge and agree that you will notify We-Go Assemble of any error or inaccurate statement in your review, including the review information, and that if you do not do so, We-Go Assemble may rely on the accuracy of such information.

#### Suggestions and feedback

If you choose to provide or make available suggestions, comments, ideas, improvements, or other feedback or materials to We-Go Assemble in connection with or related to any of the We-Go Assemble Services (including any related technology), We-Go Assemble will be free to use, disclose, reproduce, modify, license, transfer and otherwise distribute, and exploit any of the foregoing information or materials in any manner. In order to protect We-Go Assemble's systems and Client, or to ensure the integrity and operation of We-Go Assemble's business and systems, We-Go Assemble may access and disclose any information We-Go Assemble considers necessary or appropriate, including but not limited to user contact details, IP addresses and traffic information, usage history, and posted content.

From time to time, we may provide suggestions on how to make use of our platform. Your use of such suggested information shall be at your own risk; we shall not be responsible for how you make use of such suggestion or the outcome of your use of such suggestion.

#### User-generated content and other submissions

We may permit you from time to time to submit, upload, publish, or otherwise make available textual, audio, and/or visual content and information, including commentary and feedback related to the platform, or initiation of support requests ("User-generated content").

Please be aware that user-generated contents shall be considered non-confidential and non-proprietary and that by posting, inputting, uploading, sharing, providing or otherwise submitting any user-generated content to the We-Go Assemble Services, you understand and agree that you grant us a worldwide, non-exclusive, irrevocable, royalty-free license to reproduce, use, publish, distribute and translate such user-generated content in any existing or future media including on all existing and future social media platforms.

You also grant us the right to sub-license these rights, and the right to bring an action for infringement of these rights. As between you and We-Go Assemble, you agree and represent that you own or otherwise control all of the rights to the contents that you provide to the Services and that such content must not be unlawful, illegal, must not infringe on any third-party legal rights, and must not have the capacity of bringing about any legal action; whether against you or us.

We shall have no obligation to monitor the contents provided by the platform users, nor shall we have an obligation to remove any User-generated content that you have opted to input and share on our platform. However, we have the exclusive right to review any material posted to the platform and to remove any materials at our sole discretion. We reserve the right at all times to disclose any

information as we deem necessary to satisfy any applicable law, regulation, legal process or governmental request, or to edit, refuse to post or remove any User-generated content or other materials, in whole or in part, in our sole discretion.

We do not control or endorse the content, messages or information found in any User-generated section and, therefore, we specifically disclaim any liability with regard to them and any actions resulting from what you do with any of such content. You are solely responsible for all content that you upload, post, publish, display or email via the platform. We-Go Assemble does not endorse any User-generated content, submission, opinion, recommendation, or advice expressed therein, and we expressly disclaim all responsibility or liability in connection with User content or submission(s).

#### 6. User representation and acceptable use

You hereby represent, warrant and agree that no materials of any kind submitted through your account or otherwise posted or shared by you through the platform will be in violation of the rights of any third party, including but not limited to the copyright, trademark, publicity, privacy or other personal or proprietary rights.

Although we are committed to providing a safe user experience, we do not guarantee that the platform, or any content in it, will be safe, error-free or uninterrupted, or that it will be free from bugs or viruses. From time to time, access to the service may be interrupted, suspended, or restricted, including because of a fault, error, unforeseen circumstances, or scheduled maintenance. We shall not be liable to you for any loss or damage that you may suffer as a result of the service being unavailable at any time for any reason.

You agree, undertake and confirm that your use of the platform shall be strictly in accordance with the following binding guidelines:

- a. You shall not host, display, upload, modify, publish, transmit, update or share any information which:
  - belongs to another person and to which you do not have any right to make use of or promotes an illegal or unauthorized copy of another person's copyrighted work such as providing pirated computer programs or links to them, providing information to circumvent manufacture-installed copy-protect devices;
  - ii. is grossly harmful, harassing, blasphemous, defamatory, obscene, pornographic, paedophilic, libelous, invasive of another's privacy, hateful, or racially, ethnically objectionable, disparaging, relating or encouraging money laundering or gambling, or otherwise unlawful in any manner whatever; or,
  - iii. is patently offensive to the online community, such as sexually explicit content, or content that promotes obscenity, pedophilia, racism, bigotry, hatred, or physical harm of any kind against any group or individual or provides material that exploits

people in a sexual, violent, or otherwise inappropriate manner or solicits personal information from anyone;

- iv. Involves the transmission of "junk mail," "chain letters," or unsolicited mass mailing or "spamming" or contains any trojan horses, worms, time bombs, cancelbots, easter eggs, or other computer programming routines that may damage, detrimentally interfere with, diminish the value of, surreptitiously intercept or expropriate any system, data or personal information;
- v. promotes illegal activities or conduct that is abusive, threatening, obscene, defamatory, or libelous;
- vi. Provides instructional information about illegal activities such as making or buying illegal weapons, violating someone's privacy, or providing or creating computer viruses; contains video, photographs, or images of another person (with a minor or an adult);
- vii. tries to gain unauthorized access or exceeds the scope of authorized access to the Website or to profiles, blogs, communities, account information, bulletins, or other areas of the Website or solicits passwords or personal identifying information for commercial or unlawful purposes from other users.
- viii. Solicits gambling or engages in any gambling activity which we, in our sole discretion, believe is or could be construed as being illegal;
- ix. Interferes with another user's use and enjoyment of the website or any other individual's user and enjoyment of similar services;
- x. Refers to any website or URL that, in our sole discretion, contains material that is inappropriate for the Website or any other website, contains content that would be prohibited, or violates the letter or spirit of these Terms of Service.
- xi. You shall not attempt to manipulate or misuse the feedback system, including by:
  - Making attempts to compel another user by threatening to leave negative feedback on such user;
  - Expressing or communicating views and values that are unrelated to the service, such as religious, social commentary, sexual or political views, in the feedback system;
  - Offering to make a payment or anything of value in return for obtaining feedback without actually offering a service; or
  - Withholding payment or service for the purpose of getting positive feedback from another user of the Platform.
- b. You shall not use any "deep-link," "page-scrape," "robot," "spider," or other automatic devices, program, algorithm or methodology, or any similar or equivalent manual process to access, acquire, copy or monitor any portion of the Platform or any Content, or in any way reproduce or circumvent the navigational structure or presentation of the Platform or any Content, to obtain or attempt to obtain any materials, documents or information through any

means not purposely made available through the Platform. We reserve our right to bar any such activity.

- c. You shall not attempt to gain unauthorized access to any portion or feature of the Service, or any other systems or networks connected to the Service or to any server, computer, network, or to any of the services offered on or through the Platform, by hacking, password "mining" or any other illegitimate means.
- d. You shall not probe, scan or test the vulnerability of the Service or any network connected to the Website nor breach the security or authentication measures on the Website or any network connected to the Website. You may not reverse look-up, trace or seek to trace any information on any other User of or visitor to Website, or any other customer, including any account on the Website not owned by You, to its source, or exploit the Website or any service or information made available or offered by or through the Platform, in any way where the purpose is to reveal any information, including but not limited to personal identification or information, other than Your own information, as provided for by the Website.
- e. You agree not to use any device, software, or routine to interfere or attempt to interfere with the proper working of the Platform or any transaction being conducted on the Platform, or with any other person's use of the Platform.
- f. You shall not use our platform for any other purpose that is other than what is intended by We-Go Assemble as described herein.

It is possible those other users (including unauthorized users or "hackers") may post or transmit offensive or obscene materials on the Platform and that you may be involuntarily exposed to such offensive and obscene materials. It is also possible for others to obtain personal information about you due to your use of the Platform, and the recipient may use such information to harass or injure you. We do not approve of such unauthorized uses, but by using the Platform, you acknowledge and agree that we are not responsible for the use of any personal information that you publicly disclose or share with others on the Platform. Please carefully select the type of information that you publicly disclose or share with others on the Platform.

#### 7. How we communicate: consent to electronic transactions, communication and disclosures

To the fullest extent permitted by law, these Terms and any other agreements, notices or other communications from We-Go Assemble to you regarding our services being offered ("Communications") may be provided to you electronically, and you consent and agree to receive Communications in an electronic form. Electronic Communications may be posted on the pages within the We-Go Assemble website and/or delivered to your email address.

Also, you expressly consent to be contacted by us, our agents, representatives, affiliates, or anyone calling on our behalf for any and all purposes at any telephone number or physical or electronic address you provide or at which you may be reached. You agree we may contact you in any way, including SMS messages (including text messages), calls using prerecorded messages or artificial

voice, and calls and messages delivered using an auto telephone dialing system or an automatic texting system. Automated messages may be played when the telephone is answered, whether by you or someone else. In the event that an agent or representative calls, he or she may also leave a message on your answering machine, voice mail, or send one via text.

You consent to receive SMS messages (including text messages), calls and messages (including prerecorded and artificial voice and auto-dialed) from us, our agents, representatives, affiliates, or anyone calling on our behalf at the specific number(s) you have provided to us, or numbers we can reasonably associate with your account with information or questions about your account. You certify, warrant, and represent that the telephone numbers that you have provided to us are your numbers and not someone else's. You represent that you are permitted to receive calls at each of the telephone numbers you have provided to us. You agree to alert us whenever you stop using a particular telephone number.

All Communications in electronic format will be considered to be "in writing" and to have been received no later than five (5) Business Days after posting or dissemination, whether or not you have received or retrieved the Communication. We-Go Assemble reserves the right to provide Communications in paper format. Your consent to receive Communications electronically is valid until you revoke your consent by notifying us. If you revoke your consent to receive Communications electronically, we may terminate your right to use the We-Go Assemble website or We-Go Assemble Services, and you accept sole liability for any consequence resulting from suspension or termination of the We-Go Assemble Services, to the extent permitted by law.

<u>Opting-out and Withdrawal of Consent:</u> You may withdraw your consent to receive Communications electronically by contacting us in the manner described below. If you withdraw your consent, from that time forward, we may still send you relevant information about your account and any transaction detail carried out between you and other users on the We-Go Assemble platform. You further acknowledge and agree that opting out and withdrawing consent may impact your use of the We-Go Assemble service.

#### 8. Non-circumvention, not sharing personal contact information

As a user of the We-Go Assemble service, you hereby agree to keep all bookings, payments and other related activities within the We-Go Assemble platform. You consent to make use of the We-Go Assemble platform as your exclusive means for service bookings to make all payments for services received. For clarity purposes, this includes bookings and payments for future services where such parties were introduced through the We-Go Assemble Services.

For your safety and protection, you agree not to share your personal information, such as your email address, telephone numbers or other personal contact details, to communicate outside of We-Go Assemble in order to circumvent the We-Go Assemble messaging system.

You also agree not to solicit, offer or accept any proposal to make bookings and make payments outside of We-Go Assemble. You also agree to immediately notify We-Go Assemble if a user suggests that you make bookings outside of the We-Go Assemble platform.

You understand that a violation of this section is a breach of this Terms, and your account may be permanently suspended if you are found to be in violation of this section.

# 9. Copyright Infringement Notification

We-Go Assemble respects the intellectual property of others and asks its users of the platform to do the same. We-Go Assemble Services may not be used to transmit, retransmit, distribute, post, or store any material that violates any rights of any person, including rights protected by copyright, trade secret, patent, or other intellectual property or similar laws or regulations.

We-Go Assemble has established procedures for enforcing this statement which is designed to be in accord with the Digital Millennium Copyright Act. If you believe that your copyrighted work has been copied and is accessible on any of the We-Go Assemble Services in a way that constitutes copyright infringement, please notify us by sending us an email at <u>info@wegoassemble.com</u>.

In order to be valid, the notification must be in writing and must contain the following information and be submitted to us:

- i. a description of the copyrighted content or other intellectual property that you claim has been infringed;
- ii. a statement by you that you have a good faith belief that the use of this content or intellectual property is not authorized and for which reason;
- iii. a detailed description of where this content or intellectual property is located on the platform for us to find it;
- iv. your address, telephone number, and email address;
- v. a signature of the person authorized to act on behalf of the owner of the copyright or other intellectual property interest;
- vi. a statement by you, made under penalty of perjury, that the above information provided by you in the notification is accurate and that you are the copyright or intellectual property owner or authorized to act on behalf of the copyright or intellectual property owner.

Please note that any person who knowingly misrepresents to We-Go Assemble that material is infringing shall be liable to We-Go Assemble and/or the alleged infringer for any damages (including costs and attorneys' fees) suffered or incurred by We-Go Assemble and/or the alleged infringer as a result of We-Go Assemble's reliance on such misrepresentation and removing or disabling access to such material. ii) Similarly, any person who knowingly misrepresents to We-Go Assemble that the

material was removed or access blocked by mistake or misidentification shall be liable to We-Go Assemble and/or the copyright owner or its authorized licensee for any damages (including costs and attorneys' fees) suffered or incurred by We-Go Assemble and/or the copyright owner or its authorized licensee as a result of We-Go Assemble relying on such misrepresentation and replacing such removed or blocked material.

# 10. Violations and reporting violations

Users of the platform may receive a warning to their account for violations of any of these terms or for any user misconduct reported to us. A warning may be sent to the email address attached to the user's account. Warnings do not limit account activity but can lead to the user's account being suspended or becoming permanently disabled based on the severity of the violation.

If you come across any content that may be in violation of these Terms, you should report it to us immediately so that we can take appropriate actions. Our team reviews all cases, and to protect individual privacy, the results of the review may not be shared. You also understand that, except as required by law, you understand and accept that we are not obligated to take action in response to any report. You can review our Privacy Policy for more information on our disclosure practices.

# 11. Third-party links and resources

Some links on our platform may allow you to leave the platform. The linked sites are not in any way under the control of We-Go Assemble, and we are not responsible for the contents of any of such linked sites or any resources contained in a linked site or any changes or updates to such sites.

We-Go Assemble is not responsible for any form of transmission sent or received from any linked site. We are providing these links to you only as a convenience, and the inclusion of any link does not imply affiliation, adoption, or endorsement by us of the site. Your use of any linked site is at your own risk and is subject to the terms of use and privacy policies located on such site.

You understand that any content or information made available or expressed by a third party on the We-Go Assemble platform is that of the respective owner(s) and not We-Go Assemble. We-Go Assemble neither approves nor is responsible for the accuracy, currency or reliability of any content, opinion, information, advice or statement made on the platform by anyone.

# 12. Release

In addition to the recognition that We-Go Assemble is not a party to any contract between Users, you hereby release We-Go Assemble, our Affiliates, and our respective officers, directors, agents, subsidiaries, joint ventures, employees and Assemblers 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 any dispute you have with another User, whether it be at law or in equity that exists as of the time you enter into this agreement.

This release includes, for example, and without limitation, any disputes regarding the performance, functions, and quality of the Services provided by a user and requests for refunds based upon disputes.

This release will not apply to a claim that We-Go Assemble failed to meet our obligations under the Terms of Service.

# 13. Warranty disclaimer

The contents on this platform have been compiled by us from internal and external sources. While we have made attempts to provide accurate and valid information on our platform, no representation is made or warranty given as to the validity, completeness, or accuracy of the contents. In particular, you should be aware that the contents may be incomplete, may contain errors, or may have become out of date. You should, therefore, verify information obtained from the platform before you take any action upon it. No advice or information, whether oral or written, obtained by you from us shall create any warranty not expressly made herein.

OUR SITE AND THE SITE SERVICES ARE PROVIDED "AS AVAILABLE" AND ON AN "AS-IS" BASIS. TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, WE DISCLAIM ALL REPRESENTATIONS AND WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE OPERATION, ACCESSIBILITY, OR SECURITY OF THIS SITE, AND THE ACCURACY, COMPLETENESS, CURRENCY, OR RELIABILITY OF ANY OF THE CONTENT OR DATA FOUND ON THIS SITE, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT. WE DO NOT GUARANTEE CONTINUOUS, UNINTERRUPTED, OR SECURE ACCESS TO ITS SERVICES, AND THE OPERATION OF OUR SITE MAY BE INTERFERED WITH BY NUMEROUS FACTORS OUTSIDE OF OUR CONTROL

#### 14. Limitation of liability

TO THE EXTENT PERMITTED BY LAW, WE ASSUME NO RESPONSIBILITY, AND IN NO EVENT AND UNDER NO LEGAL OR EQUITABLE THEORY, WHETHER IN TORT, CONTRACT, STRICT LIABILITY, OR OTHERWISE SHALL WE-GO ASSEMBLE, OR ANY OF ITS EMPLOYEES, DIRECTORS, OFFICERS, AGENTS, VENDORS OR SUPPLIERS BE LIABLE TO YOU OR ANY OTHER PERSON FOR ANY LOSS, CLAIM, DAMAGE, LOST PROFITS OR ANY SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES OF ANY KIND ARISING OUT OF OR IN CONNECTION WITH YOUR ACCESS TO, OR INABILITY TO ACCESS, THE SITES, OR FROM YOUR RELIANCE ON ANY INFORMATION PROVIDED ON THE SITES, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

THE WE-GO ASSEMBLE PLATFORM IS ONLY A VENUE FOR CONNECTING USERS. WE ARE NOT RESPONSIBLE FOR ASSESSING THE SUITABILITY, LEGALITY OR ABILITY OF ANY THIRD-PARTY PROVIDER, AND YOU EXPRESSLY WAIVE AND RELEASE WE-GO ASSEMBLE FROM ANY AND ALL LIABILITY, CLAIMS OR DAMAGES (ACTUAL, DIRECT OR CONSEQUENTIAL) OF EVERY KIND AND NATURE, KNOWN AND UNKNOWN, SUSPECTED AND UNSUSPECTED, DISCLOSED AND UNDISCLOSED, ARISING FROM OR IN ANY WAY RELATED TO ANY THIRD-PARTY PROVIDER. WE EXPRESSLY DISCLAIM ANY LIABILITY THAT MAY ARISE BETWEEN YOU AND ANY THIRD-PARTY PROVIDER. THE QUALITY OF THE SERVICES SCHEDULED OR REQUESTED THROUGH THE USE OF THE WE-GO ASSEMBLE PLATFORM IS ENTIRELY THE RESPONSIBILITY OF THE THIRD-PARTY PROVIDER WHO ULTIMATELY PROVIDES SUCH SERVICES TO YOU. YOU UNDERSTAND, THEREFORE, THAT BY USING THE WE-GO ASSEMBLE PLATFORM, YOU MAY BE EXPOSED TO SERVICES THAT ARE POTENTIALLY DANGEROUS, OFFENSIVE, HARMFUL, UNSAFE OR OTHERWISE OBJECTIONABLE AND THAT YOU USE THE WE-GO ASSEMBLE PLATFORM AND THIRD-PARTY PROVIDER AT YOUR OWN RISK. NOTHING IN THIS AGREEMENT OR THE WE-GO ASSEMBLE PLATFORM CONSTITUTES, OR IS MEANT TO CONSTITUTE, ADVICE OF ANY KIND.

YOU ACKNOWLEDGE THAT THIRD-PARTY PROVIDERS MAY NOT BE PROFESSIONALLY LICENSED OR PERMITTED. YOU AGREE THAT WE HAVE NO RESPONSIBILITY OR LIABILITY TO YOU RELATING TO THE ASSEMBLING OR ASSEMBLING-RELATED SERVICES PROVIDED TO YOU BY THE ASSEMBLER OTHER THAN AS EXPRESSLY SET FORTH IN THESE TERMS.

# 15. Indemnification

You hereby agree to indemnify, defend, and hold harmless We-Go Assemble, our Affiliates, and our respective directors, officers, employees, representatives, and agents (each an "Indemnified Party") from and against any and all claims, losses, expenses, liabilities, damages or demands (including attorneys' fees and costs incurred), in connection with or resulting from, directly or indirectly:

- (i) your use or misuse of or inability to use the We-Go Assemble Platform and/or the Services,
- (ii) your violation of this Agreement,
- (iii) your violation of any applicable law or regulation;
- (iv) your violation of the rights of another, and
- (v) the information and content that you submit or transmit through the We-Go Assemble Platform.

At its own expense, we-Go Assemble reserves the right to assume the exclusive defense and control of any matter otherwise subject to your indemnification. You will not, in any event, settle any such claim or matter without the prior written consent of We-Go Assemble.

# **16.** Agreement Term and Termination

Unless both you and We-Go Assemble expressly agree otherwise in writing, either of us may terminate this Agreement in our sole discretion, at any time, without explanation, upon written notice to the other, which will result in the termination of the other Terms as well, except as otherwise provided herein.

<u>Termination by We-Go Assemble</u>: We may terminate this Agreement or terminate or suspend your Account immediately at any time for any reason or for no reason upon notice to you. If we terminate or suspend your Account, you are prohibited from registering and creating a new account under your

name, a fake or borrowed name, or the name of any third party, even if you may be acting on behalf of the third party. In addition to terminating or suspending your Account, we reserve the right to pursue any available legal action. When terminating your Account, we may delete the Account and any information in it. You have no ownership rights to your Account. Without limiting We-Go Assemble's other rights or remedies, we may, but are not obligated to, temporarily or indefinitely revoke or limit access to the Site or Site Services, deny your registration, or permanently revoke your access to the Site and refuse to provide any or all Site Services to you if: (i) you breach the letter or spirit of any terms and conditions of this Agreement or any other provisions of the Terms of Service; (ii) we suspect or become aware that you have provided false or misleading information to us; (iii) we believe, in our sole discretion, that your actions may cause legal liability for you, our Users, or We-Go Assemble or our Affiliates; may be contrary to the interests of the Site or the User community; or may involve illicit or illegal activity; or (iv) we are required to by law, legal process, or law enforcement. If your Account is temporarily or permanently closed, you may not use the Site under the same Account or a different Account or re-register under a new Account without We-Go Assemble's prior written consent.

<u>Termination by You:</u> You may terminate this Agreement by completely and permanently ceasing to use the Services (provided that there are no outstanding Services ordered under your Account). If you attempt to terminate this Agreement while there are still outstanding Services ordered under your Account, this Agreement shall not terminate until such Services have been performed or otherwise canceled as permitted by this Agreement.

#### 17. Governing law

These Terms and your use of the service are governed by and construed in accordance with the laws of the State of Florida applicable to agreements made and to be entirely performed within the State of Florida, without regard to its conflict of law principles.

#### 18. Disputes resolution; arbitration

#### **Dispute resolution**

Except as otherwise expressly set forth herein this section, "Dispute Resolution," the exclusive jurisdiction for all disputes that you and We-Go Assemble are not required to arbitrate will be the state and federal courts located in Florida, and you and We-Go Assemble each waive any objection to jurisdiction and venue in such courts.

#### Dispute with other users of We-Go Assemble

In the event that you find yourself in dispute with other users of the We-Go Assemble Services or a third party, we advise you to contact such a party and try to amicably resolve the dispute. You further release We-Go Assemble or any of its employees, directors, officers, agents, vendors or suppliers from any claims, damages, and demands that may arise out of disputes with other parties or users of the We-Go Assemble Services.

#### Dispute with We-Go Assemble

#### (i) Informal negotiations

To expedite dispute resolution and control the cost of any dispute, controversy or claim related to this Agreement (or the breach, termination, enforcement, interpretation or validity thereof) ("Dispute"), you, as a user of the We-Go Assemble Services agree to first attempt to negotiate any Dispute (except those Disputes expressly provided below) informally for at least thirty (30) days before initiating any arbitration. Such informal negotiations commence upon written notice from one person to the other. We are available by email at info@wegoassemble.com.

#### (ii) Agreement to arbitrate

You and We-Go Assemble agree that any dispute, claim or controversy arising out of or relating to these Terms or the breach, termination, enforcement, interpretation or validity thereof or the use of the Website, Services or Content (collectively, "Disputes") will be settled by binding arbitration in the event where informal negotiation did not work, except that each party retains the right: (i) to bring an individual action in small claims court and (ii) to seek injunctive or other equitable relief in a court of competent jurisdiction to prevent the actual or threatened infringement, misappropriation or violation of a party's copyrights, trademarks, trade secrets, patents or other intellectual property rights (the action described in the foregoing clause (ii), an "IP Protection Action").

All claims arising out of or relating to these Terms (including their formation, performance, and breach), the parties' relationship with each other, and/or your use of the We-Go Assemble Website will be finally settled by binding arbitration administered by AAA, in accordance with the AAA Consumer Arbitration Rules, excluding any rules or procedures governing or permitting class actions. Each party will have the right to use legal counsel in connection with arbitration at its own expense. The parties will select a single neutral arbitrator in accordance with the AAA Consumer Arbitration Rules. The arbitrator, and not any federal, state or local court or agency, will have exclusive authority to resolve all disputes arising out of or relating to the interpretation, applicability, enforceability, or formation of these Terms, including, but not limited to, any claim that all or any part of these Terms is void or voidable. Either party may elect to appear at the arbitration by phone or, if mutually agreed, to conduct it online, in lieu of appearing live. The arbitrator will be empowered to grant whatever relief would be available in a court under law or in equity.

#### (iii) Arbitration rules

The arbitration will be administered by the American Arbitration Association ("AAA") in accordance with the Commercial Arbitration Rules and the Supplementary Procedures for Consumer-Related Disputes (the "AAA Rules") then in effect, except as modified by this "Dispute Resolution" section. (The AAA Rules are available at <u>www.adr.org/arb\_med</u> or by calling the AAA at 1-800-778-7879.) The Federal Arbitration Act will govern the interpretation and enforcement of this Section.

# (iv) Arbitrator's decision

The arbitrator will render an award within the time frame specified in the AAA Rules. The arbitrator's decision will include the essential findings and conclusions upon which the arbitrator based the award. Judgment on the arbitration award may be entered in any court having jurisdiction thereof. The arbitrator's award will be in writing and provide a statement of the essential findings and conclusions, will be binding on the parties and may be entered as a judgment in any court of competent jurisdiction. The interpretation and enforcement of these Terms will be subject to the Federal Arbitration Act.

# (v) Class action and class arbitration waiver

You and We-Go Assemble agree to the fullest extent permitted by applicable law, that each may bring claims against the other only in your or its individual capacity, and not as a plaintiff or class member in any purported class or representative proceeding. Further, if the parties' dispute is resolved through arbitration, the arbitrator may not consolidate another person's claims with your claims, and may not otherwise preside over any form of a representative or class proceeding. If this specific provision is found to be unenforceable, then the entirety of this Dispute Resolution section shall be null and void.

# (vi) Changes

Notwithstanding the provisions as regards how we can make changes to these Terms, if We-Go Assemble changes this "Dispute Resolution" section after the date you first accepted these Terms (or accepted any subsequent changes to these Terms), you may reject any such change by sending us written notice (including by email to <u>info@wegoassemble.com</u>) within 30 days of the date such change became effective, as indicated in the "last updated" date above or in the date of our email to you notifying you of such change. By rejecting any change, you agree that you will arbitrate any Dispute between you and We-Go Assemble in accordance with the provisions of this "Dispute Resolution" section as of the date you first accepted these Terms (or accepted any subsequent changes to these Terms).

#### 19. Survival

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

#### 20. General

a) <u>Severability</u>: If any provision of these Terms is determined by a court to be unlawful, unenforceable, or invalid as a whole, the parties agree that the court shall amend that provision to achieve as nearly as possible the same effect as the original provision and the remainder of these Terms will remain in effect.

b) <u>Waiver</u>: No delay or omission by We-Go Assemble to exercise any right occurring upon any noncompliance on your part with respect to any of the terms of this Terms shall impair any such right or power or be construed to be a waiver thereof. Any waiver by us of any of the covenants, conditions, or agreements to be performed by you shall not be construed to be a waiver of any succeeding breach thereof or of any covenant, condition, or agreement herein contained.

c) <u>Assignability</u>: A user may not assign these Terms, or any of its rights or obligations hereunder, without We-Go Assemble's prior written consent in the form of a written instrument signed by a duly authorized representative of We-Go Assemble. We may freely assign this Agreement and the other Terms without the User's consent. Any attempted assignment or transfer in violation of this subsection will be null and void. Subject to the foregoing restrictions, the Terms herein are binding upon and will inure to the benefit of the successors, heirs, and permitted assigns of the parties

<u>d) Updates to these Terms</u>: The Terms herein are subject to change as we may from time to time make important revisions to these terms. Any changes to these Terms will be posted on the Service. All accessing, browsing, using, framing, and/or linking to Sites is subject to the provisions of this Terms, as amended.

The contents of this website may include technical inaccuracies or typographical errors. We may publish changes to the contents at any time without prior notice to you. We may also make improvements and/or changes in the products and services and/or the features described herein at any time without prior notice to you. We shall have the right to revise and edit these contents at any time. By linking, accessing, browsing, and/or using this site, you agree to be bound by any such revisions.

e) <u>Force Majeure</u>: The parties to this Agreement will not be responsible for the failure to perform, or any delay in performance of, any obligation hereunder for a reasonable period due to labor disturbances, accidents, fires, floods, telecommunications or Internet failures, strikes, wars, riots, rebellions, blockades, acts of government, governmental requirements and regulations or restrictions imposed by law or any other conditions beyond the reasonable control of such party.

f) <u>Entire Agreement</u>: These Terms, with other policies presented to you, constitute the entire agreement between you and us with respect to the platform and its use and supersedes all prior

agreements, proposals, communications between the parties, and understandings, whether oral or written.

### 21. We-Go Assemble Gift Card /Gift ID Terms of Use

a) Acceptance of Terms: By purchasing, activating, or using the We-Go Assemble Gift Card /Gift ID you agree to be bound by these Terms of Use. If you do not agree with these terms, please do not purchase, activate, or use the Gift Card /Gift ID.

b) Activation and Redemption: The Gift Card must be purchased before use. To activate or redeem, visit www.wegoassemble.com or contact (833)866-WEGO. The Gift Card /Gift ID can be redeemed for merchandise or services at participating We-Go Assemble locations or online at <u>www.wegoassemble.com</u>

c) **Card Balance and Expiry:** Check your Gift Card /Gift ID balance at any time by visiting www.wegoassemble.com on your profile account or contacting (833)866-WEGO. The Gift Card /Gift ID does have an expiry of 365 days from its activation purchase date.

d) Lost or Stolen Cards: Lost or stolen Gift Card /Gift ID will not be replaced. It is your responsibility to keep the Gift Card /Gift ID in a secure location. We-Go Assemble is not responsible for unauthorized use of lost or stolen Gift Card /Gift ID.

e) **Non-Transferable**: The Gift Card /Gift ID is non-transferable and may only be used by the original purchaser or gift recipient.

f) Refunds: Gift Card /Gift ID are non-refundable. All sales are final.

g) **Governing Law:** These Terms of Use are governed by the laws of Florida. Any disputes arising out of or in connection with the Gift Card /Gift ID of We-Go Assemble shall be resolved through arbitration in accordance with the rules of the state and Federal Courts located in the state of Florida and each of the parties hereto waives any objection to jurisdiction and venue in such courts. The arbitration will be administered by the American Arbitration Association (AAA).

h) **Changes to Terms:** We-Go Assemble reserves the right to change these Terms of Use at any time without notice. The most current version of the Terms will be available on <u>www.wegoassemble.com</u>.

i) **Contact Information**: If you have any questions or concerns regarding the Gift Card /Gift ID or these Terms of Use, please contact We-Go Assemble or visit <u>www.wegoassemble.com</u>.

#### 22. We-Go Assemble Membership Terms of Use

a) Acceptance of Terms: By purchasing, activating, or using the We-Go Assemble Membership benefits you agree to be bound by these Terms of Use. If you do not agree with these terms, please do not purchase, activate, The Membership.

b) Activation and Redemption: We-Go Assemble Membership must be purchased prior to receiving any of its benefits and (up to 10% discount on all assembly services). Membership Discount cannot be combined with other promotions or coupons discounts. The Membership benefits will only apply on the labor service not on the materials used. To activate your Membership, visit www.wegoassemble.com or contact (833)866-WEGO.

at We-Go Assemble locations or online at www.wegoassemble.com

c) **Membership Expiry**: Memberships at We-Go Assemble are valid for 365 days from its activation purchase date.

d) **Non-Transferable:** The Membership or Membership duration is non-transferable and may only be used by the original purchaser.

e) Refunds: We-Go Assemble Membership is non-refundable. All sales are final.

f) **Governing Law**: These Terms of Use are governed by the laws of Florida. Any disputes arising out of or in connection with the Membership of We-Go Assemble shall be resolved through arbitration in accordance with the rules of the state and Federal Courts located in the state of Florida and each of the parties hereto waives any objection to jurisdiction and venue in such courts. The arbitration will be administered by the American Arbitration Association (AAA).

g) **Changes to Terms**: We-Go Assemble reserves the right to change these Terms of Use at any time without notice. The most current version of the Terms will be available on <u>www.wegoassemble.com</u>

h) **Contact Information:** If you have any questions or concerns regarding the Membership or these Terms of Use, please contact We-Go Assemble or visit <u>www.wegoassemble.com</u>

#### 23. Questions or complaints?

Feedback, comments, requests for technical support, and other communications relating to the platform and the services should be directed to us. Please contact us at <u>info@wegoassemble.com</u>.