

Terms of Use

Last Modified 02,02, 2022

The below terms and conditions govern your access to and use of [Aequo.us] and/or Aequo-branded applications, including any content, functionality, and services offered on or through the same (collectively, and with any replacements thereof, the "Website").

Within this Terms of Use, "you" are a User of the Website (as defined below), and "we", "us", "our" or "Aequo" refers to Aequo, LLC, a Minnesota limited liability company. Collectively, all users of the Website may be referred to as "Users". Unless otherwise noted or the context requires otherwise, each section and provision of this Terms of Use applies to all Users.

Please read the Terms of Use carefully before you start to use the Website. By using the Website, or by clicking to accept or agree to the Terms of Use when this option is made available to you, you accept and agree to be bound by and to abide by these Terms of Use and our Privacy Policy, found at [<https://aequo.us/legal/>], incorporated herein by reference. If you do not want to agree to these Terms of Use or the Privacy Policy, you must not access or use the Website. PLEASE REVIEW THE ARBITRATION PROVISION SET FORTH BELOW CAREFULLY, AS IT WILL REQUIRE YOU TO RESOLVE DISPUTES WITH AEQUO THROUGH FINAL AND BINDING ARBITRATION.

This Website is offered and available to users who are [18] years of age or older and reside in the United States or any of its territories or possessions. By using the Website, you represent and warrant that you meet all of the foregoing eligibility requirements. If you do not meet all of these requirements, you must not access or use the Website.

1. **General.** We may revise and update these Terms of Use from time to time in our sole discretion. All changes are effective immediately when we post them, or if required by law, upon providing notice to you of such changes, and thereafter apply to all access to and use of the Website. Your continued use of the Website means that you accept and agree to the changes. You are expected to check this page from time to time so you are aware of any changes, as they are binding on you. If you do not agree to the then-current Terms of Use at any time, you should cease use of the Website and terminate any Account you may have. We will send any notices and messages to you via the email address you provide to us when creating an account on the Website. You agree to keep any contact information up to date.

2. **Additional Terms.** When using particular features of the Website, if any additional terms, conditions, policies, or restrictions are presented to you (for example, content restrictions or payment requirements), you agree that you will be subject to the same, and the same are incorporated into this policy.

3. **General Provision of Services.** The services provided to Users through the Website may be collectively referred to as "Services" hereunder. We reserve the right to withdraw or amend this Website and Services we provide, in our sole discretion without notice. We will not be liable if for any reason all or any part of the Website is unavailable at any time or for any period. From time to time, we may restrict access to some parts of the Website, or the entire Website, to some or all Users. You understand that through your use of the Services you consent to the collection and use of certain information as set forth in the Privacy Policy.

4. **Certain Users.** The Services offered or provided through the Website include the ability for certain Users who desire home construction or other home projects ("Projects") to connect with certain other Users ("Contractors") who may provide such services. The provisions of this Section 4 apply to Users other than Users who are Contractors.

4.1. In order to use certain Services, you will be required to register on the Website by creating an account (an "Account"). You will use an email you own and create a password when you create an Account, and all information you provide when creating the Account must be accurate and

complete. You are solely responsible for maintaining the confidentiality of the password and Account and are fully responsible for all activities that occur under your password or Account. You agree to (a) immediately notify Aequo of any unauthorized use of your password or Account or any other breach of security, and (b) ensure that you log out of your Account at the end of each session. Aequo will not be liable for any loss or damage arising from your failure to comply with this section. You may terminate your use of the Services at any time. You may terminate your Account by submitting such termination request to Aequo, or taking such action through your Account if such option is available.

4.2. Property Captures.

A. When a User creates an Account, the User will choose the account type desired. Certain account types offer the ability to, or require, the User to have certain evaluations, scans, photos, videos, and virtual tours of the User's property ("Property Captures") performed, and the same will be loaded to the User's Account on the Website once complete. Such Property Captures allow Contractors to better understand a Project being requested, place appropriate bids on Projects, and/or determine whether a certain Project is appropriate for Contractor to bid on.

B. User specifically acknowledges and agrees that if the User chooses an Account requiring Property Captures, the User will be required to allow individual(s) acting on Aequo's behalf to enter onto their property and/or enter into User's home or building to obtain such Property Captures. If the User does not wish to allow this, the User's option is to not register for an Account that requires Property Captures (which may restrict the User from accessing certain Services offered through the Website). Users will not have the ability to submit their own Property Captures.

C. As between Aequo and User, Aequo shall own all Property Captures, and a User shall have no right to such Property Captures outside of the use of the same to participate in the Services. Users shall not attempt to download or retain the Property Captures during use of the Services or after termination of their Account. For more information regarding Aequo's use of the Property Captures, and the access of such Property Captures by third parties in connection with the Services, please review the Privacy Policy.

D. You acknowledge and agree that it is your responsibility to ensure that any identifying information in or outside of your home, or any other materials which you don't wish to appear in the Property Captures (for example, photographs or artwork) are removed from view prior to the gathering of Property Captures. Aequo is not responsible for, nor required to, remove any such information, materials, or items from the Property Captures once gathered. Further, while Aequo does not have the intent to include individuals in the Property Captures, it is your responsibility to ensure that any individuals who you don't wish to appear in the same are either not in the home or not present in the rooms where Property Captures are being gathered. Notwithstanding anything to the contrary, you specifically acknowledge and agree that Aequo will use the Property Captures for the purposes described herein, and you grant such permission, regardless of the appearance of any information, materials, or individuals in the Property Captures, including permission for minors to appear in such Property Captures if applicable.

4.3. You agree to pay the fee set forth at the time of creating your Account. Certain Accounts may be free to Users while other Accounts will require a fee. You may be charged a fee as set forth to you if you upgrade your Account after creation. **If your Account is inactive for six months, Aequo may archive your Account. To revive your Account from such archival, Aequo may charge an additional fee that will be set forth to you at the time of reviving your Account.**

4.4. You hereby consent to Aequo's use of the payment method on file for your Account for any fees to be paid by you. Aequo may use a third-party payment processor for payments, and such payment processor may have separate policies generally as set forth on their platforms. As of the date of this terms of use, Aequo is using Stripe as its payment processor, whose terms can be accessed through its website.

5. **Disclaimers and User Agreements.**

5.1. You acknowledge that the Services provide only a method for connecting Users who desire Projects with Users who may perform such Projects. The Services do not include actual performance of Projects, directly or indirectly. Aequo has not engaged any Contractor as a service provider of Aequo. All services provided to a by a Contractor to another User are performed directly through the Contractor.

5.2. If you identify a Contractor to perform a Project, you are solely responsible for determining whether to engage such Contractor. All Users acknowledge that there may be inherent danger or hazards associated with entering into the home or property of others, and in inviting others into or onto your home or property. Aequo requires that all Users provide accurate and complete information about themselves, but does not and cannot verify each detail that a User may include on the Website. **As such, all Users shall use the same standard of care to evaluate any other Users identified through the Website as if such other party had been identified outside of the Website, including asking for references, validating licenses, or taking any other action which the User personally deems necessary or appropriate before entering into any engagement with the other User.**

5.3. Users are responsible for all aspects of, and managing all aspects of, the actual performance of a Project, including but not limited to (i) ensuring that a Contractor has the appropriate experience and any necessary licenses required to perform a Project; (ii) entering into any contracts or work orders that the parties may be appropriate or necessary; (iii) determining payment terms and timing; and (iv) coordinating scheduling for all aspects of a Project. Payment to Contractors for any Projects shall be directly between a User and Contractor; Aequo will not process such payments and does not guarantee any such payments.

5.4. You hereby waive any claims against Aequo related to, and hold Aequo harmless from any claims, losses, or other liability related to: (i) a Contractor's performance of, or non-performance of, any Project or work performed thereunder; (ii) the quality or acceptable nature of any Projects or work performed thereunder by a Contractor; (iii) any damages to property, and including injury or death caused to any person by a Contractor either in the course of providing work under a Project or as a result of such work or a completed Project.

5.5. Users are not required to engage with other Users or proceed with any Project, even if a bid is received and/or accepted from another User. However, you agree to refrain from submitting a Project for bids from Contractors if you do not have a reasonable intention of following through on such Project when you post it. You agree not to use the Services for any data collection or information gathering purposes, including to obtain information regarding bids and possible project costs. You agree that bids you receive from Contractors on the Website are personal to you and shall not be revealed in any public manner, including social media or online review posts regarding the same. You may not sell, rent, disseminate, or other publicly communicate information regarding such bids or other information obtained from or regarding any other User that you obtain or access through the Website.

5.6. You agree that for any Project you post, you have permission to perform such Project on the property or structure indicated. You agree that for any Project you submit for bids on the Website, you will endeavor to describe your expectations for a Project accurately and completely.

5.7. Users acknowledge that Aequo is not required to become involved in any disputes between Users. Aequo will not act as a mediator for such dispute, indemnify any User related to such dispute or losses related thereto, or otherwise take any action on behalf of any User in regard to a dispute. However, we encourage Users to reports issues that arise with other Users (including failures by Users pay Contractors, failures by Contractors to perform work, and any misrepresentations made on the Website by any User), as such reports may help to improve our Services and Users' experience thereof.

6. **Reviews.** If the Website allows Users to leave reviews about other Users (for example, a homeowner User reviewing the services of a Contractor):

6.1. You will not submit any reviews that are harassing, libelous, abusive, threatening, obscene, profane, hateful, offensive, harmful, vulgar, distasteful, or defamatory, as determined in Aequo's discretion, or which are otherwise in violation of any relevant law or right of any other party.

6.2. Your reviews will be based upon your personal and actual first-hand experience.

6.3. Your reviews will be accurate, honest, truthful, and complete, and you will refrain from posting any comments that are purely opinion.

6.4. You may not accept any form of compensation in exchange for posting, or agreeing to post, any reviews.

6.5. You will not use any reviews to promote your own commercial purposes, and you may not include hyperlinks in your reviews.

6.6. You acknowledge that you are solely responsible for and liable for the reviews and ratings that you submit, and Aequo will not analyze your reviews to determine whether such reviews or ratings could be considered libelous, defamatory, or otherwise damaging to the party you are reviewing.

Aequo reserves the right to delete or remove any reviews that do not align with the above guidelines, or that Aequo otherwise has reason to believe create liability for Aequo or for any User.

7. **Use Restrictions.** All Users agree to comply with all applicable local, state, national, and international laws, rules, and regulations in your use of the Website. You further agree not to:

A. use the Services in any manner that damages, disables, overburdens, or impairs the Website or the Services or interferes with any other party's use of the Services, or in any other manner that is unlawful or that is prohibited by this policy;

B. create an Account for anyone other than yourself or use a false identity to obtain an Account, log into an account on the Services other than your Account, or give or allow anyone else access to your Account, including by providing them with Your username, email, and/or password;

C. use the Website or Services for any purposes not authorized by these Terms of Use, including commercial purposes, the submission or transmission of any materials or content that contain advertisements, promotional materials, or any other form of solicitation;

D. access data of a third party through the Services which is not intended for you or authorized by your Account, or attempt to gain unauthorized access to the Services;

E. lease, distribute, license, transfer, sell, or otherwise commercially exploit the Services;

F. impose an unreasonable or disproportionately large load on the infrastructure of the Website, or interfere or attempt to interfere with the proper working of the Services, including by repeatedly posting the same or similar Projects or by posting Projects you have no intention of undertaking;

G. harass, threaten, intimidate, impersonate, or attempt to impersonate, any other person, falsify your contact or other information, misrepresent a relationship with any person or entity, including misrepresenting a relationship with Aequo;

H. access, download, monitor, or copy any information contained on the Website through artificial means (including but not limited to using any scraper, robot, or other automatic device, program, or methodology, or any similar automatic or manual process), or in any way reproducing or circumventing the navigational structure or presentation of the Website to obtain or attempt to obtain any data, materials, documents, or information through any means not purposely made available through the Website.

8. **Suspension and Termination.**

8.1. You agree that Aequo may, without prior notice, immediately terminate, suspend, or otherwise limit your access to or use of the Services, which may include termination of your Account. Cause for such termination, limitation of access, or suspension shall include, but not be limited to: (a) breaches or violations of this policy or other incorporated agreements or guidelines; (b) requests by law enforcement or other government agencies; (c) discontinuance or material modification to the Services (or any part thereof); (d) unexpected technical or security issues or problems; (e) extended periods of inactivity; (f) engagement by you in fraudulent or illegal activities; and/or, (g) nonpayment of any fees owed by you in connection with the Services. Further, you agree that all terminations, limitations of access and suspensions for cause shall be made in Aequo's sole discretion and that Aequo shall not be liable to you or any third party for any termination of your Account or use of the Services.

8.2. Termination of your Account includes any or all of the following: (a) removal of access to all or part of the offerings within the Services; (b) deletion of your password and all related information, files and submissions associated with or inside your Account (or any part thereof), including but not limited to Property Captures; and (c) barring of further use of all or part of the Services. Upon any such termination, cancellation, and/or suspension, you will remain responsible for payment of all amounts accrued and owed by you.

9. **Intellectual Property.**

9.1. You acknowledge and agree that the Services and any necessary software used in connection with the Services ("Software") contain proprietary and confidential information that is protected by applicable intellectual property law and other laws. You further acknowledge and agree that content provided by or through the Website may be protected by copyright, trademark, patent or other proprietary rights and laws as applicable. Except as expressly permitted by applicable law or as authorized by Aequo, you agree not to modify, rent, lease, loan, sell, distribute, transmit, broadcast, publicly perform or create derivative works based on the Website or services provided through the Website, in whole or in part.

9.2. Aequo owns or has licensed all right, title, and interest to the Website and related software code, including without limitation, all changes, additions, and corrections to the same. Aequo grants you a personal, non-transferable, and non-exclusive right and license to use the Website, provided that you do not, do not attempt to, and do not allow any third party to, copy, modify, create a derivative work from, reverse engineer, reverse assemble or otherwise attempt to discover any source code of the

Website or related software. You agree not to display or use in any manner Aequo's trademark, trade name, service marks, trade dress, logos, and brand features.

10. **Third-Party Sites.** If you are transferred to or navigate to third party sites through links or frames provided through the Services, you are cautioned to read such sites' terms and conditions and privacy policies before using such sites in order to be aware of their terms and conditions. You acknowledge that Aequo is not responsible for the accuracy, copyright compliance, legality, decency, or any other aspect of the contents, products, services, or any transmissions received through such third-party sites.

11. **Disclaimer.** AEQUO MAKES NO REPRESENTATIONS OR WARRANTIES ABOUT THE SERVICES, THE WEBSITE, THE SUITABILITY OF THE INFORMATION CONTAINED ON OR RECEIVED THROUGH USE OF THE SERVICES OR WEBSITE, OR ANY RESULTS RECEIVED THROUGH THE SERVICES. THE SERVICES ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. AEQUO SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. AEQUO MAKES NO WARRANTY OF ANY KIND THAT THE PLATFORM, AEQUO IP, OR ANY PRODUCTS OR RESULTS OF THE USE THEREOF, WILL: MEET CUSTOMER'S OR ANY OTHER PERSON'S REQUIREMENTS; OPERATE WITHOUT INTERRUPTION OR BE AVAILABLE AT ANY PARTICULAR TIME OR LOCATION; ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM OR OTHER SERVICES, BE SECURE, ACCURATE, RELIABLE, COMPLETE, FREE OF HARMFUL CODE, OR ERROR FREE. AEQUO FURTHER MAKES NO WARRANTY OF ANY KIND THAT ANY DEFECTS OR ERRORS OF THE PLATFORM WILL BE CORRECTED, OR THAT THE CONTENTS OR ANY INFORMATION RECEIVED THROUGH THE SERVICES ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

12. **Limitation of Liability.** UNDER NO CIRCUMSTANCES WILL AEQUO, OR ITS AFFILIATES, SUBSIDIARIES, PARENTS, SUCCESSORS, ASSIGNS, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, OR SHAREHOLDERS, BE LIABLE FOR ANY INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, CONSEQUENTIAL, OR INDIRECT DAMAGES (INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, LOSS OF BUSINESS, DATA DELETION, DATA CORRUPTION, OR LOSS OF DATA, LOSS OF PROGRAMS, FAILURE TO STORE ANY INFORMATION OR OTHER CONTENT MAINTAINED OR TRANSMITTED BY THE SERVICES, SERVICE INTERRUPTIONS, INTERRUPTION OF BUSINESS, OR FOR THE COST OF PROCUREMENT OF SUBSTITUTE SERVICES) ARISING OUT OF OR IN CONNECTION WITH THE USE OF THE WEBSITE, OR THIS AGREEMENT, HOWEVER ARISING. SHOULD AEQUO BE FOUND LIABLE DESPITE THE ABOVE, USER AGREES THAT IN ANY CASE, THE MAXIMUM AMOUNT OF DAMAGES THAT AEQUO MAY BE LIABLE FOR ARISING FROM THIS AGREEMENT OR THE USE OF THE PLATFORM WILL NOT EXCEED THE TOTAL AMOUNT PAID TO AEQUO BY THE USER UNDER THIS AGREEMENT DURING THE 12 MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE USER'S CLAIM. BECAUSE SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, LIABILITY IN SUCH JURISDICTIONS SHALL BE LIMITED TO THE MAXIMUM EXTENT PERMITTED BY LAW OF SUCH JURISDICTION.

13. **Indemnification.** You agree to defend, indemnify, and hold harmless Aequo, its subsidiaries, affiliates, officers, agents, employees, partners, licensors, and advertisers from all liabilities, claims, demands, and expenses, including attorney's fees, made by any third party arising from your use of the Services, your access of the Website, your violation of this policy or the Privacy Policy, or your violation of any rights of another. Aequo reserves the right, at your expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you shall cooperate with Aequo in asserting any available defenses.

14. **Impersonation.** Unless and until given information to the contrary, we assume that each Account holder has the right to create such an Account and otherwise use the Services on behalf of such entity, including allowing the Property Captures to be undertaken and uploaded to the Website. We are not liable to any third-party if an unauthorized account is created on their behalf. If you feel that an account has been created on our Website on your behalf, or that a User of our Website has uploaded information about you or about properties you own without your authorization, please reach out to us at [homeownerservices@aequo.us].

15. **Governing Law and Arbitration.** YOU SHOULD READ THIS SECTION CAREFULLY AS IT MAY SIGNIFICANTLY AFFECT YOUR LEGAL RIGHTS, INCLUDING YOUR RIGHT TO FILE A LAWSUIT IN COURT.

15.1. All matters relating to the Website and these Terms of Use, and any dispute or claim arising therefrom or related thereto (in each case, including non-contractual disputes or claims), shall be governed by and construed in accordance with the internal laws of the State of Minnesota without giving effect to any choice or conflict of law provision or rule (whether of the State of Minnesota or any other jurisdiction).

15.2. You and Aequo will engage in good faith negotiation to resolve any dispute, claim, or question, and use respective best efforts to settle the same, as a condition precedent to either party initiating any court action, lawsuit, mediation, or arbitration. If no resolution is reached, either party may initiate binding arbitration as the sole means to resolve claims, as provided herein. All claims arising out of or relating to this Agreement, including access to and use of the Services, shall be finally settled by binding arbitration administered by JAMS under the applicable commercial arbitration rules, excluding any rules or procedures governing or permitting class actions.

15.3. The arbitrator shall have exclusive authority to resolve all disputes arising out of or relating to the interpretation, applicability, enforceability, or formation of this Agreement, including whether a claim is subject to arbitration. The arbitrator shall be empowered to grant whatever relief would be available in a court under law or in equity. The arbitrator's award shall be written, non-appealable, and binding on the parties, and may be entered as a judgment in any court of competent jurisdiction.

15.4. The parties understand that, absent this mandatory provision, they would have the right to sue in court and have a jury trial. They further understand that, in some instances, the costs of arbitration could exceed the costs of litigation and the right to discovery may be more limited in arbitration than in court.

16. **Limitation on Time to File Claims.** ANY CAUSE OF ACTION OR CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING TO THIS POLICY OR THE USE OF THE WEBSITE MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES; OTHERWISE, SUCH CAUSE OF ACTION OR CLAIM IS PERMANENTLY BARRED.

17. **Entire Agreement.** This Terms of Use and the Privacy Policy contain the entire agreement between Aequo and you as a User of the Services. No other communications, whether direct or indirect, between you and Aequo will, or are intended to, alter or supersede any provision of this Terms of Use or Privacy Policy, unless you have executed a Software Services Agreement (or similarly entitled agreement) with Aequo, in which case, such agreement will control in the event of a conflict between such Agreement and the policies set forth herein.

18. **Waiver and Severability.** No waiver by Aequo of any term or condition set out in these Terms of Use shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure of Aequo to assert a right or provision under these Terms of Use shall not constitute a waiver of such right or provision. If any provision of these Terms of Use is held by a court or other tribunal of competent jurisdiction to be invalid, illegal, or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of the Terms of Use will continue in full force and effect.

19. **Comments and Concerns.** We welcome our Users to report any suspected violation of this Terms of User or Privacy Policy by using the following contact email: [homeownerservices@aequo.us]. We will investigate any such report and may act as we deem appropriate in our sole discretion.