

# Terms and Conditions For Customer

PLEASE REVIEW THE CUSTOMER TERMS AND CONDITIONS IN THEIR ENTIRETY. BY REGISTERING TO USE, OR USING THE IHIRETECH PLATFORM YOU ARE ACCEPTING THESE TERMS AND CONDITIONS. IF YOU DO NOT ACCEPT THE TERMS AND CONDITIONS, DO NOT REGISTER OR USE THE IHIRETECH PLATFORM.

We reserve the right to change the Customer Terms at any time, in our sole business discretion. Please check these terms periodically for changes.

1. These Customer Terms state the terms under which Customer has the right to use the Platform, and the obligation to pay iHireTech fees, if applicable.
2. Technicians are independent contractors who use the Platform to offer their services. Customer selects and assigns the Technicians. Work Orders constitute a service agreement between Customers and Technicians only. iHireTech has no direct responsibility for the scope, nature, quality.
3. iHireTech is not a party to any Work Order and is not bound by any terms of a Work Order.
4. iHireTech is not an employer or joint employer of any Technician. iHireTech is not responsible for the performance or non-performance of any Customer or any Technician.
5. Customer acknowledges that the profile information for each Technician available via the Platform is compiled and maintained by the Technicians themselves and not iHireTech.
6. Customer uses the Platform and contracts with Technicians for completion of Work Orders at its own risk.
7. Customer will have access to profiles of all registered Technicians offering their services through the iHireTech Marketplace.
8. The Platform allows Customers to create a profile to be viewed by prospective Technicians who wish to offer their services. iHireTech does not own any information, text, data, or other content that Customer submits.
9. Customer grants iHireTech a royalty-free, worldwide, non-exclusive right and license to use, reproduce, modify, edit, adapt, publish, distribute, perform and display Customer Data solely for the purpose of providing the Platform
10. Customer must enter information and data in the Platform for purposes of accepting and updating the status of Work Orders. All such Work Order information is the property of the applicable Customer and Technician.
11. iHireTech will use reasonable efforts to make the Platform available for access and use by Customer. Customer acknowledges that iHireTech will not be liable for unavailability caused by events outside the control of iHireTech
12. iHireTech shall provide email, text-based, or telephone support to Customer Monday through Friday, excluding U.S. Federal Holidays, from 9:00 a.m. to 5:00 p.m. U.S. Eastern Time.
13. iHireTech will use reasonable efforts to secure, protect, and maintain the integrity of all data stored by Customer in accessing and using the Platform. Customer is solely responsible for the security of all usernames and passwords that may be required to access and use the Platform. If the security of such information is compromised, Customer shall promptly notify iHireTech.
14. Customer will be responsible for all equipment, network, and other costs necessary for Customer to access and use the Platform via the Internet.
15. These Customer Terms commence when Customer registers to use the Platform for the first time and continue in force until terminated by either party. Customer may terminate these

Customer Terms immediately upon notice to iHireTech at any time and for any reason. iHireTech may terminate these Customer Terms immediately without any notice at any time and for any reason. Upon termination by either party, Customer's rights to access and use the Platform will cease immediately. Upon any termination, Customer will not be relieved of any obligation to pay any fees due to iHireTech which accrued before the termination date. If these Customer Terms are terminated for any reason, iHireTech will make the Customer Data available for transmittal to Customer within a reasonable period after receiving a written request from Customer, provided such request is received within sixty (60) days following termination.

16. iHireTech and Customer each represent and warrant as to themselves that:

(a) Each are duly organized, validly existing and in good standing under the laws of the respective jurisdictions in which they were formed (in the case of Customers who are not individual persons);

(b) Each has full power and authority to execute, deliver, and perform these Customer Terms;

(c) These Customer Terms have been duly authorized, executed, and delivered by and are a legal, valid, and binding obligation in accordance with these terms;

(d) Each of their obligations under these Customer Terms shall be performed in compliance with any obligations to third parties and all applicable law, rules, or regulations of any governmental entity or agency.

17. iHireTech and Customer acknowledge that the foregoing limitations of liability represent a reasonable and negotiated allocation of risk, these limitations constitute an integral part of these Customer Terms, and that absent these limitations the parties would not have executed these Customer Terms. The limitations will apply notwithstanding the failure of the essential purpose of any limited remedy.