
ERGONN SERVICE AGREEMENT

This Service Agreement ("Agreement") is entered into between Ergonn, LLC ("Ergonn," "we," "us," or "our") and you ("Customer," "you," or "your"), collectively referred to as the "Parties," regarding the use of the services provided by Ergonn through its online marketplace platform at ergonn.com (the "Platform").

1. Services

1.1 Ergonn operates as an online marketplace that connects service providers ("Professionals") offering various residential cleaning, installation, and home improvement services ("Services") with individuals seeking such Services ("Customers").

1.2 Ergonn facilitates the initial contact and transaction between Customers and Professionals. However, Ergonn does not provide the Services directly. The Professionals are independent contractors and are solely responsible for the provision of the Services to Customers.

1.3 Ergonn makes reasonable efforts to ensure the accuracy and completeness of the information provided by Professionals on the Platform. However, Ergonn does not guarantee the quality, reliability, or suitability of the Services offered by the Professionals. It is the Customer's responsibility to evaluate and select a suitable Professional based on their own requirements and preferences.

2. Registration and Account

2.1 **Account Registration:** To access and utilize the Platform, all Users, including Customers and Professionals, are required to create and register an account. By completing the registration process, you commit to providing accurate, current, and complete information about yourself as

prompted by the registration forms. You are also responsible for maintaining the security of your account credentials and for all activities that occur under your account.

2.2 Account Security: Ergonn reserves the right to suspend or terminate your account if, in its sole discretion, it is determined that you have breached any part of this Agreement, engaged in fraudulent, illegal, or inappropriate activities, or provided inaccurate, incomplete, or misleading information during or after the registration process.

2.3 Verification Process:

a. **Two-Step Verification:** All Users are subject to a mandatory two-step verification process aimed at enhancing the security and integrity of the Platform. This process involves both electronic verification of contact details (such as phone and email) and a secondary method to verify identity.

b. **Professional Documentation Submission:** As part of the verification process, Professionals must submit a clear and legible picture of their valid driver's license. This requirement is crucial for confirming the identity and ensuring the credibility of the service providers on our Platform. Ergonn will provide detailed instructions on how to submit this documentation securely.

c. **Third-Party Verification Services:** Ergonn may partner with reputable third-party services to facilitate the verification of Users' identities. This collaboration aims to ensure a high level of trust and safety within our community. Despite previous challenges in collaborating with ID verification companies due to the size of transactions typically associated with startups, Ergonn is committed to implementing effective and scalable solutions suitable for all transaction sizes.

d. **Verification Timeline and Approval:** The verification process, including the review of submitted documents, may take several business days. Users are required to complete this process before engaging in any transactions on the Platform. Ergonn reserves the right to request additional information or documentation as part of the verification process.

e. **Compliance and Updates:** Users must ensure that all documents submitted for verification are valid, up-to-date, and not expired. Ergonn reserves the right to re-verify accounts periodically to maintain Platform integrity and user safety.

3. Professional Obligations

3.1 Professionals agree to:

- a. Provide accurate and truthful information about their Services, qualifications, certifications, and any relevant licenses.
- b. Deliver the Services in a timely, professional, and satisfactory manner, meeting the agreed-upon terms and specifications with Customers.
- c. Comply with all applicable laws, regulations, and industry standards related to the provision of the Services.
- d. Maintain appropriate insurance coverage, licenses, and permits, if required by law or necessary for the provision of the Services.

4. Customer Obligations

4.1 Customers agree to:

- a. Provide accurate and complete information about their service requirements, including the type of Service needed, location, and any specific instructions or preferences.
- b. Treat Professionals with respect and refrain from any abusive, discriminatory, or inappropriate behavior.
- c. Fulfill their financial obligations promptly as agreed upon with the Professional for the provision of the Services.

5. Dispute Resolution

5.1 In the event of a dispute or disagreement between a Customer and a Professional, Ergonn encourages both parties to resolve the issue amicably and in good faith.

5.2 Ergonn may provide a dispute resolution process to facilitate the resolution of disputes between Customers and Professionals. However, Ergonn's involvement in such disputes is limited to providing a platform for communication and may not extend to determining the outcome of the dispute.

5.3 If a dispute cannot be resolved through negotiation or mediation, the Parties may seek alternative dispute resolution methods or pursue any legal remedies available to them.

6. Limitation of Liability

6.1 Ergonn, its officers, directors, employees, and affiliates shall not be liable for any direct, indirect, incidental, consequential, or punitive damages arising out of or in connection with the use or inability to use the Platform or the provision or non-provision of the Services, even if advised of the possibility of such damages.

6.2 Ergonn's total liability, whether in contract, tort, or otherwise, shall be limited to the amount paid by the Customer to Ergonn for the Services giving rise to the liability.

7. Governing Law and Jurisdiction

7.1 This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois, without regard to its conflict of laws principles.

7.2 Any disputes arising under or in connection with this Agreement shall be subject to the exclusive jurisdiction of the state and federal courts located in Illinois.

8. Entire Agreement

8.1 This Agreement constitutes the entire agreement between the Parties regarding the subject matter herein and supersedes all prior agreements, understandings, and representations, whether oral or written.

8.2 No modification, amendment, or waiver of any provision of this Agreement shall be effective unless in writing and signed by both Parties.

9. Intellectual Property

9.1 All intellectual property rights, including copyrights, trademarks, and patents, associated with the Platform and its content, belong to Ergonn or its licensors. Nothing in this Agreement grants the Customer any rights or licenses to use Ergonn's intellectual property without prior written consent.

10. Reviews and Feedback

10.1 Customers may have the opportunity to leave reviews and provide feedback on the Services provided by Professionals. By submitting reviews or feedback, Customers grant Ergonn a non-exclusive, worldwide, royalty-free license to use, display, and publish such content on the Platform for promotional or improvement purposes.

11. Modification of Services and Terms

11.1 Ergonn reserves the right to modify, suspend, or discontinue any part of the Platform or the Services at any time without prior notice. Additionally, Ergonn may update or modify the terms of this Agreement. Customers will be notified of any material changes, and continued use of the Platform after such modifications constitutes acceptance of the updated terms.

12. Third-Party Links and Services

12.1 The Platform may contain links to third-party websites, services, or resources that are not controlled or operated by Ergonn. Ergonn is not responsible for the content, availability, or accuracy of such third-party resources. Customers acknowledge and agree that Ergonn is not liable for any damages or losses incurred in connection with the use or reliance on any third-party links or services.

13. Indemnification

13.1 Customers agree to indemnify, defend, and hold harmless Ergonn, its officers, directors, employees, and affiliates from and against any claims, damages, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or related to the Customer's use of the Platform, Services, or any violation of this Agreement.

14. Severability

14.1 If any provision of this Agreement is found to be invalid, illegal, or unenforceable, the remaining provisions shall continue in full force and effect. The Parties shall make good faith efforts to replace the invalid provision with a valid one that achieves the original purpose to the maximum extent possible.

By using the Platform and engaging with Professionals, you acknowledge that you have read, understood, and agreed to be bound by this Service Agreement.