
ERGONN TERMS AND CONDITIONS

1. Introduction

1.1 Welcome to Ergonn, LLC ("Ergonn," "we," "us," or "our"). These Terms and Conditions ("Terms") govern your use of our online marketplace platform at ergonn.com (the "Platform"). By accessing or using the Platform, you agree to comply with these Terms. If you do not agree with any part of these Terms, please do not use the Platform.

1.2 The Platform is an online marketplace where service providers and service seekers can connect and engage in various residential cleaning, installation, and home services. These Terms establish the contractual relationship between Ergonn, LLC and users of the Platform.

2. Account Registration

2.1 **Account Creation:** To utilize specific features of the Platform, users are required to create an account. During registration, users must provide accurate, up-to-date, and complete information as requested. Users are responsible for safeguarding their account credentials and for any actions occurring under their account. Ergonn holds the right to suspend or terminate accounts if the provided information is discovered to be incorrect, misleading, or incomplete.

2.2 **Account Information Maintenance:** Users must promptly update their account details to ensure ongoing accuracy and completeness. Failure to maintain accurate information may result in account suspension or termination. Ergonn reserves the right to verify the authenticity of the account information at any time.

2.3 **User Verification Process:**

a. **Initial Verification:** All users are subject to a mandatory two-step verification process to confirm their identity and enhance platform security. This process may involve SMS verification, email confirmation, or other electronic means to ensure user authenticity.

b. **Vendor Specific Verification:** Vendors or service providers are required to undergo additional verification for enhanced platform integrity. This includes submitting a clear, legible copy of their driver's license or other government-issued identification. The purpose of this requirement is to verify the identity of individuals offering services on the Platform, thereby fostering a secure and trustworthy environment.

c. **Document Submission and Review:** Vendors must submit the required documents through a secure submission process outlined on the Platform. Upon receipt, Ergonn will review the documents for authenticity and completeness. This review process may take several business days, during which the vendor's ability to offer services may be temporarily restricted.

d. **Ongoing Compliance:** Vendors must ensure that all submitted documents remain valid and reflect current information. Expired or outdated documents must be updated promptly. Ergonn reserves the right to request additional documents or information as part of ongoing compliance checks.

e. **Failure to Comply:** Failure to complete the verification process or to provide requested documentation may result in account restrictions or termination. Ergonn is committed to maintaining a secure environment and may take necessary actions to prevent fraudulent or deceptive practices.

2.4 Security and Privacy: Ergonn is dedicated to protecting the privacy and security of all users. All personal and identification information is processed in accordance with Ergonn's Privacy Policy. Users are encouraged to review the Privacy Policy to understand how their information is used and protected.

2.5 User Responsibility: Users are responsible for maintaining the confidentiality of their account information and for the security of their account. Ergonn is not liable for losses caused by unauthorized use of a user’s account. Users must immediately notify Ergonn of any suspected unauthorized use or security breach of their account.

3. Services and Transactions

3.1 Ergonn acts as an intermediary, facilitating transactions between service providers and service seekers. We do not guarantee the quality, accuracy, or legality of the services provided by the service providers. Any agreements, transactions, or interactions between users are solely between the parties involved.

3.2 Service providers are responsible for accurately describing their services, including any limitations, pricing, availability, and terms and conditions. Service seekers are responsible for reviewing and accepting the terms and conditions of service providers before engaging in any transactions.

4. Prohibited Activities

4.1 You agree not to engage in any activities that violate applicable laws, regulations, or these Terms, or infringe upon the rights of others. Prohibited activities include, but are not limited to, the following:

- Engaging in fraudulent or deceptive practices
- Spamming or sending unsolicited messages
- Harassing, threatening, or abusing others
- Using unauthorized automated scripts or bots
- Interfering with the proper functioning of the Platform

- Uploading or distributing content that is illegal, offensive, or infringes upon the rights of others

5. Intellectual Property

5.1 All content and materials available on the Platform, including logos, trademarks, text, graphics, images, and software, are the property of Ergonn, LLC or its licensors. You are prohibited from using, reproducing, modifying, distributing, or transmitting any content from the Platform without prior written permission.

5.2 By submitting any content to the Platform, such as reviews or feedback, you grant Ergonn a non-exclusive, royalty-free, perpetual, irrevocable, and fully sublicensable right to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, and display such content worldwide.

6. Limitation of Liability

6.1 To the fullest extent permitted by applicable law, Ergonn, LLC, 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 your use or inability to use the Platform, even if we have been advised of the possibility of such damages.

6. User Conduct

6.1 You agree to use the Platform in a responsible and lawful manner. You shall not engage in any conduct that may:

(a) Violate any applicable laws, regulations, or third-party rights; (b) Interfere with the proper functioning of the Platform or disrupt the experience of other users; (c) Use the Platform to transmit or distribute viruses, malware, or any other malicious code; (d) Collect or store personal information of other users without their consent; (e) Impersonate any person or entity or falsely

represent your affiliation with any person or entity; (f) Engage in any form of data mining, scraping, or harvesting without our prior written consent.

7. Third-Party Services and Links

7.1 The Platform may contain links to third-party websites or services that are not owned or controlled by Ergonn, LLC. We do not endorse, warrant, or assume responsibility for the content, privacy policies, or practices of any third-party websites or services. You acknowledge and agree that Ergonn shall not be liable for any damages or losses incurred as a result of your use of or reliance on any third-party websites or services.

8. Modification of the Platform

8.1 Ergonn reserves the right to modify, suspend, or discontinue the Platform, or any part thereof, at any time and without prior notice. We shall not be liable to you or any third party for any such modification, suspension, or discontinuance of the Platform.

9. Indemnification

9.1 You agree to indemnify and hold harmless Ergonn, LLC, its officers, directors, employees, and affiliates from and against any claims, liabilities, damages, losses, and expenses, including reasonable attorneys' fees, arising out of or in any way connected with:

(a) Your use of the Platform; (b) Your violation of these Terms; (c) Your violation of any applicable laws, regulations, or third-party rights; (d) Any content you submit, post, or transmit on or through the Platform.

10. Severability

10.1 If any provision of these Terms is found to be unenforceable or invalid under any applicable law, such unenforceability or invalidity shall not render these Terms unenforceable or invalid as

a whole. Instead, the unenforceable or invalid provision shall be replaced with a valid and enforceable provision that most closely achieves the intent of the original provision.

11. Governing Law and Jurisdiction

11.1 These Terms shall be governed by and construed in accordance with the laws of the State of Illinois, without regard to its conflict of laws principles.

11.2 Any disputes arising under or in connection with these Terms shall be subject to the exclusive jurisdiction of the state and federal courts located in Illinois.

12. Entire Agreement

12.1 These Terms, together with any additional agreements, policies, or guidelines provided by Ergonn, constitute the entire agreement between you and Ergonn, LLC regarding the use of the Platform and supersede any prior agreements, understandings, or representations, whether oral or written.