

INDEPENDENT CONTRACTOR TERMS OF SERVICE

Representations	2
Overview of Services	2
Restrictions on Use	3
Construction Projects	5
Provision of Services	5
Relationship of the Parties	5
Resolution of Disputes	5
Non-Exclusivity	5
Costs and Expenses	6
Personnel	6
User Content	6
Complaints of Copyright Infringement	7
Taxes	8
Term	8
Proprietary Rights and Branding	8
Feedback About You from Customers	9
Indemnification	9
Limitation of Liability	9
Survival	10
Assignment	10
Severability and Waiver	10
Governing Law and Arbitration	10
Notice and Electronic Disclosures	11
Entire Agreement	11

END USER TERMS OF SERVICE

Representations	12
Overview of Services	12
User Accounts	13
Network Access and Devices	13
License	13
Restrictions on Use	13
Ownership	14
Construction Projects	15
Relationship of the Parties	15
Resolution of Disputes	15
Non-Exclusivity	15
Costs and Expenses	16
User Content	16
Complaints of Copyright Infringement	16
Payments	17
Taxes	18
Term	18
Proprietary Rights and Branding	18
Feedback About the Contractor from You	18
Indemnification	19
Limitation of Liability	19
Disclaimer of Warranties	19
Survival	20
Assignment	20
Severability and Waiver	20
Governing Law and Arbitration	20
Notice and Electronic Disclosures	21
Entire Agreement	21

INDEPENDENT CONTRACTOR TERMS OF SERVICE

Last updated: 04/21/2019

Hyperlect Holdings, Inc., a Delaware corporation headquartered in Illinois, and its parents, subsidiaries, affiliates, agents, representatives, consultants, employees, officers, managers, and directors (collectively, “Hyperlect,” “we,” “our,” or “us”) provide a software application to facilitate the operational management of constructions projects through websites, web-based software and content, mobile apps, or other services made available by Hyperlect. (the “Service” or “Services”). The Services are provided through the leveledpro.com website, mobile application, and any webpage located at such domain (collectively, the “Platform”).

We offer our Services subject to the following terms of service (“Terms of Service”), specifically including Hyperlect’s privacy policy (“Privacy Policy”). If you do not agree to these Terms of Service, then you are not authorized to use our Services.

We may change our Terms of Service from time to time. If we do, we will notify you on our Platform or by sending you an email detailing the changes and the date on which the new Terms of Service go into effect.

THESE TERMS OF SERVICE CONSTITUTE A LEGAL AGREEMENT BETWEEN HYPERLECT AND YOU – THE USER OF THE PLATFORM OR SERVICES. BY USING THIS PLATFORM OR SERVICES, YOU ARE AGREEING TO THESE LEGALLY BINDING TERMS OF SERVICE. YOU ARE ALSO AGREEING TO OUR PRIVACY POLICY. IF YOU DO NOT WISH TO CONTINUE TO BE BOUND BY THESE TERMS, THEN YOU MUST STOP USING THE PLATFORM AND SERVICES IMMEDIATELY.

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

Representations

By accessing and using the Platform, you represent and warrant that:
you are at least 18 years old and are a legal adult in the jurisdiction in which you reside; and
you have the right, authority, and capacity to enter into these Terms of Service and to abide by these Terms of Service, and that you will so abide.

If you enter into these Terms of Service on behalf of a company or other organization, you represent and warrant that you have authority to act on behalf of that entity and to bind that entity to these Terms of Service. The Services are not available to anyone under 18 years of age, or to any individual whose account has been terminated. Your account may not be used for Services to be performed for another person.

Overview of Services

The Platform is comprised of a website leveledpro.com, other web-based content, and a mobile app (“App”) called “Leveled” which together create an online portal where independent contractors (“Contractors”) who provide construction services (“Construction Services”) and construction customers (“Customers,” and collectively with Contractors, “Users”) can track, monitor, manage, and pay for construction services. The Platform allows Users to communicate with each other and to post photos, documents, and other materials related to individual construction projects (“Construction Projects” or

“Projects”).

Hyperlect does not do any of the following: provide Construction Services, solicit bids for Construction Services, or market such services to customers. You acknowledge that Hyperlect does not supervise, direct, or control the provision of Construction Services. Hyperlect does not match Contractors with Customers.

User Accounts.

In order to use the Platform, you must register for and maintain a user account (“Account”). Account registration requires you to submit certain personal information, such as your name, email address, address, mobile phone number, and Stripe account information. You agree to maintain accurate, complete, and up-to-date information in your Account. Your failure to maintain accurate, complete, and up-to-date Account information may result in your inability to access and use the Platform, or Hyperlect’s termination of these Terms of Service. 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. We are not liable for any loss that you may suffer through the use of your password by others. You must notify us immediately of any unauthorized use of your Account or of any other breach of security known to you with respect to Hyperlect.

Network Access and Devices.

You are responsible for obtaining the compatible hardware or devices and data network access necessary to use the Platform. The Platform may be subject to malfunctions and delays inherent in the use of the Internet and electronic communications and we shall not be held liable for any such malfunction or delay.

License.

Subject to your compliance with these Terms of Service, we grant you a limited, non-exclusive, non-sublicensable, revocable, non-transferrable license to access and use the Platform subject to these Terms of Service. Any rights not expressly granted herein are reserved by us.

Restrictions on Use.

You shall not do or permit to be done any of the following (such conduct, collectively, “Restrictions on Use”):

1. remove any copyright, trademark, or other proprietary notices from any portion of the Platform;
2. reproduce, modify, prepare derivative works based upon, distribute, license, lease, sell, resell, transfer, publicly display, publicly perform, transmit, stream, broadcast, or otherwise exploit the Platform except as expressly permitted by us;
3. decompile, reverse engineer, or disassemble the Platform except as may be permitted by applicable law;
4. link to, mirror, or frame any portion of the Platform;
5. cause or launch any programs or scripts for the purpose of scraping, indexing, surveying, collecting, or harvesting any personally identifiable information (including account names), or otherwise data mining any portion of the Platform or unduly burdening or hindering the operation or functionality of any aspect of the Platform, including by the launch of any automated systems

such as “robots,” “spiders,” “offline readers,” etc., that access the Service in a manner that sends more request messages to the Platform’s servers than a human can reasonably produce in the same period of time by using a conventional on-line web browser;

6. use the communication systems provided by the Platform for any commercial solicitation purposes, except to the extent such communications are with existing customers; or
7. attempt to gain unauthorized access to or impair any aspect of the Platform or its related systems or networks.
8. attempt to interfere with, compromise the system integrity or security, or decipher any transmissions to or from the servers running the Platform;
9. upload invalid data, viruses, worms, or other software agents through the Platform;
10. impersonate another person or otherwise misrepresent your affiliation with a person or entity, hide, attempt to hide, or otherwise engage in deceptive or fraudulent behavior in regard to your identity;
11. interfere with the proper working of the Platform; or
12. bypass the measures we may use to prevent or restrict access to the Platform.

Upon termination for any reason, you continue to be bound by these Restrictions on Use.

Ownership.

The Platform and all rights herein are and shall remain our property. Neither these Terms nor your use of the Platform convey or grant to you any rights in or related to the Platform, except for the limited license granted above, or to use or reference in any manner our company names, logos, product and service names, trademarks, or services marks. All content appearing on the Platform is our property or the property of third parties and is protected by domestic and international intellectual property laws. Certain names, graphics, and logos are trademarks, service marks, or trade dress (together, “Marks”) of Hyperlect or our affiliates. Our Marks may not be used for any purpose, except as we may expressly permit in writing.

Communications.

You expressly consent and agree to receive communications from us, including via e-mail, text message, calls, and push notifications, to the cellular telephone number you provide to us. You understand that you may receive communications generated by automatic telephone dialing systems and which may deliver pre-recorded messages sent by or on behalf of Hyperlect or Hyperlect’s affiliated companies, including operational communications concerning your Account, use of the Platform, updates concerning new and existing features on the Platform, communications concerning promotions, and news concerning us and our services. You may opt out of receiving text (SMS) messages from us at any time by texting the word STOP from the mobile device receiving the messages. You acknowledge that opting out of receiving text messages may impact your use of the Platform. We may send you confirmation and other transactional emails regarding the Platform or our services. We may also send you emails or text messages about services that we think might interest you (“Promotional Emails”). You can unsubscribe from Promotional Emails at any time by clicking “unsubscribe” in our email communications or by otherwise contacting us.

Construction Projects.

Eligible Projects. The Platform is available for use by any Contractor and Customer who agree between themselves to use it for a particular Project, subject to Hyperlect's right to prohibit use of the Platform by a Contractor or Customer as Hyperlect deems necessary. As a Contractor, it is your responsibility to invite a Customer to use the Platform.

Construction Contract. You are solely responsible for negotiating and entering into a contract ("Construction Contract") for construction services ("Construction Services") directly with a Customer, including terms for payment and cancellation. Hyperlect shall not be a party to the Contract between you and the Customer for Construction Services, nor shall these Terms of Service be understood to supply any terms of such Construction Contract.

Provision of Services.

You will retain absolute discretion as to the manner and means of carrying out your services. Hyperlect does not supervise, direct, or control the provision of Construction Services. In providing Construction Services, you are solely responsible for complying with state and local licensing regulations applicable to you and the Construction Services, OSHA safety requirements, and any other applicable laws, regulations, codes, and rules.

Relationship of the Parties.

Neither party shall be or represent itself to be an employee, employer, joint venturer, agent, or partner of the other, and neither party is authorized to assume or create any obligations or liabilities, express or implied, on behalf of or in the name of the other. The employees, methods, facilities and equipment of each party shall at all times be under the exclusive direction and control of that party. You acknowledge that you are engaged in an independent business and are not eligible to participate in any pension, health, or other fringe benefits plan of Hyperlect or any affiliates of Hyperlect. No workers' compensation insurance shall be obtained by Hyperlect for you. You understand that it is your responsibility to comply with all workers' compensation laws, and that in no event shall Hyperlect get involved in workers' compensation claims or be liable for injuries suffered at a Customer site.

Resolution of Disputes.

We are not a party to, nor do we have any responsibility for, your Construction Contract with any Customer or any disputes any Customer may have with you or you may have with such Customer related to the Construction Contract. You will cooperate with us if we attempt to facilitate the resolution of any complaints between you and any Customers; however, we are not liable to you or any Customer if such matters cannot be resolved. You agree that we shall have the right to disclose any information we have regarding you and your Company to any authorities requesting information from us regarding any work or services you have performed.

Non-Exclusivity.

You and Hyperlect acknowledge that these Terms of Service are nonexclusive. Nothing in these Terms of Service precludes you from providing Construction Services to your own customers without the use of the Hyperlect Platform.

Costs and Expenses.

Hyperlect is not responsible for any of the costs or expenses of executing the Project or performing the Construction Contract. You are solely liable for such costs and expenses. Hyperlect will not be liable to you for any costs or expenses incurred in carrying out the Project except for remitting the Project Fee (as defined below) in accordance with these Terms.

Personnel.

You agree to allow only employees of your company or independent contractors performing services directly on behalf of your business (“Personnel”) to contact or provide any Construction Services to Customers in connection with Projects. To the extent you use any such Personnel, you shall be responsible and liable for all acts and omissions of such Personnel and for ensuring that such Personnel comply with all the provisions of these Terms of Service. You agree not to sell, trade, gift, assign, or otherwise transfer any leads provided by Hyperlect to any other party, including any other Hyperlect Contractors.

User Content.

We may permit you from time to time to submit, upload, publish or otherwise make available in publicly accessible areas of the Platform (including but not limited to blogposts or comment sections, but excluding areas of the Platform accessible only to Users involved in a particular project) textual, audio, and visual content and information, including commentary and feedback related to the Platform (“User Content”). You are solely responsible for your User Content that you upload, publish, display, link to or otherwise make available (such conduct, collectively and in any combination, “post”) on the Platform. You agree that Hyperlect is only acting as a passive conduit for your online distribution and publication of your User Content. You agree not to provide User Content that is defamatory, libelous, hateful, violent, obscene, pornographic, unlawful, or otherwise offensive, as determined by us in our sole discretion, whether or not such material may be protected by law. We may, but shall not be obligated to, review, monitor, or remove User Content, at our sole discretion and at any time and for any reason or no reason, without notice to you.

Any User Content provided by you remains your property. However, by providing User Content to us, you grant us a worldwide, perpetual, irrevocable, transferable, unrestricted, non-exclusive, absolute, royalty-free license, with the right to sublicense through multiple levels of sublicensees, use, copy, modify, transmit, reproduce, exhibit, disclose, display, transform, create derivative works of, distribute, publicly display, publicly perform, and otherwise exploit in any manner such User Content in all formats and distribution channels now known or hereafter devised, without further notice to or consent from you, and without the requirement of payment to you or any other person or entity. Further, we may use any ideas, concepts, know-how or techniques contained in such User Content for any purpose whatsoever, including developing, manufacturing, and marketing products and services incorporating any User Content. You warrant that all “moral rights” in User Content have been waived. You further represent and warrant that: (i) you either are the sole and exclusive owner of all User Content or you have all rights, licenses, consents, and releases necessary to grant us the license to the User Content as set forth above; and (ii) neither the User Content nor your posting of such User Content nor our use of the User Content as permitted herein will infringe, misappropriate, or violate a third party’s intellectual property or proprietary rights, or rights of publicity or privacy, or result in the violation of any applicable law or regulation.

Complaints of Copyright Infringement.

We respect the intellectual property of others. We will respond to properly submitted notices of alleged copyright infringement that comply with applicable law. In the event that a person or entity has a good faith belief that any materials provided through the Platform or in connection with the Platform infringe upon that person's or entity's copyright or other intellectual property right (such person or entity, a "Complainant") and sends to us a properly submitted copyright notice as indicated below, we will investigate, and if we determine, in our discretion, that the material is infringing, we will remove the content. All notices claiming an infringement of copyright rights must contain the following: (i) identification of the intellectual property right that is allegedly infringed (all relevant registration numbers, or a statement concerning the Complainant's ownership of the work, should be included); (ii) a statement specifically identifying the location of the infringing material, with enough detail that we may find it (please note it is not sufficient to merely provide a top level URL); (iii) the complete name, address, telephone number, and e-mail address of Complainant; (iv) a statement that Complainant has a good faith belief that the use of the allegedly infringing material is not authorized by the owner of the rights, or the owner's agents, or by law; (v) a statement that the information contained in the notification is accurate, and under the penalty of perjury, Complainant is authorized to act on behalf of the owner of the copyright or other property rights that are allegedly infringed; and (vi) a physical or electronic signature of a person authorized to act on behalf of the owner of the intellectual property rights that are allegedly being infringed. Hyperlect's contact information for notice of alleged copyright infringement is via email: info@leveledpro.com.

UNDER FEDERAL LAW, IF YOU KNOWINGLY MISREPRESENT THAT ONLINE MATERIAL IS INFRINGING, YOU MAY BE SUBJECT TO CRIMINAL PROSECUTION FOR PERJURY AND CIVIL PENALTIES, INCLUDING MONETARY DAMAGES, COURT COSTS, AND ATTORNEYS' FEES.

Please note that this procedure is exclusively for notifying Hyperlect and its affiliates that your copyrighted material has been infringed. The preceding requirements are intended to comply with Hyperlect's rights and obligations under the DMCA, including 17 U.S.C. §512(c), but do not constitute legal advice. It may be advisable to contact an attorney regarding your rights and obligations under the DMCA and other applicable laws. In accordance with the DMCA and other applicable law, Hyperlect has adopted a policy of terminating, in appropriate circumstances and at Hyperlect's sole discretion, Contractors and Customers who are deemed to be repeat infringers. Hyperlect may also at its sole discretion limit access to the Service and terminate the accounts of any Users who infringe any intellectual property rights of others, whether or not there is any repeat infringement.

Payments.

The Hyperlect payment processing system facilitates collecting and remitting payments for any Construction Services rendered to Customers in connection with a Project. You agree that, except in the case of a dispute, you will not attempt to seek or receive compensation directly from Customers Hyperlect contracts with Stripe, Inc. or its affiliates (collectively, "Stripe"), for certain payment processing services. As a condition of your use of the Platform, you agree to set up and maintain an account with Stripe through which Hyperlect can remit payments to you. Stripe's Services Agreement can be found here. In the event of a conflict between these Terms of Service and Stripe's Services Agreement, Stripe's Services Agreement will control, but solely to the extent of the conflict.

Customers will make payments for Projects through the Platform. Hyperlect is not responsible for any payments due under the Construction Contract. The Platform provides Customers with the option of sending payment to a Contractor immediately or holding payment for up to 90 days. Hyperlect shall not

be liable if Customers hold payment via the Platform beyond the due date of the payment or other failure to make or timely make payments.

As directed by the customer, Hyperlect will forward payment from the Customer to the Contractor, less 5% of the payment (the "Project Fee"). The Project Fee is comprised of Hyperlect's fee for use of the Platform plus the fee charged by Stripe, Inc., for payment processing. You will not be required to pay a separate fee to Stripe for payment processing. Hyperlect's portion of the Project Fee constitutes payment by you to Hyperlect for the service provided by Hyperlect pursuant to these Terms of Service and are in no way referral commissions based upon your successful completion of any Construction Services.

In the event a Customer disputes via chargeback any amounts previously remitted to you for Construction Services, you agree that you will promptly reimburse us for such chargeback amount plus any fees charged by Stripe, Inc. related to the chargeback within 7 days. Stripe, Inc.'s fee and pricing information can be found here. You agree that your sole recourse with respect to chargebacks is to seek such amount from the Customer or pursue legal remedies against the Customer (but not Hyperlect) under the Construction Contract between you and the Customer. In the event we fail to receive reimbursement from you for chargeback amounts, you agree that we have the right at our option to pursue you for payment, to seek reimbursement of any related costs incurred by us, to turn any unpaid amount over to collections, and report delinquent payment to credit bureaus.

Taxes.

You are responsible for all federal, state, and local taxes relating to your business, Personnel, and the Construction Services provided by you. Neither federal, nor state, nor local income tax or sales tax, nor payroll tax of any kind shall be withheld by Hyperlect on behalf of any Contractor. You understand that it is your responsibility to pay any such applicable taxes.

Term.

These Terms of Service will remain in effect until termination of your use of the Services and the Platform. You or we may terminate your use of the Services and the Platform at any time with or without cause by giving written notice to the other. Upon termination of your use of the Services and the Platform, whether by Hyperlect for cause or otherwise you will remain obligated to Hyperlect for the Project Fee(s) for any Projects already scheduled.

Proprietary Rights and Branding.

Hyperlect Trademarks. In connection with performing Projects, you are free to distribute and employ (only as provided by the Hyperlect then-current trademark usage guidelines which Hyperlect makes available on its Website or upon request), any brochures, materials or other items bearing Hyperlect's trademarks, logos, trade names, or other indicia ("Hyperlect Branding"). You agree not to use such materials for any purposes other than performance of Projects. Except for the foregoing, you may not use the Hyperlect Branding in connection with your business or the promotion thereof, except as expressly pre-approved by us in writing. You are expressly prohibited from registering any trademarks or domain names similar to the Hyperlect Branding.

Proprietary Rights.

You retain all rights in your own branding ("Contractor Branding"). You acknowledge and agree that all of the content and information posted on the Platform or provided through the Platform, including any Project-related information and the Hyperlect Branding as well as text, graphics, logos, images, and the

compilation thereof and any software used on the Platform (but excluding any Contractor Branding), is property belonging solely and exclusively to Hyperlect or a third party. You acknowledge and agree that you have no right to reproduce, post, publish, display or otherwise use any such content displayed via the Hyperlect Service, other than Contractor Branding or content provided directly by you. All uses of a party's branding under these Terms of Service, and any goodwill therefrom, shall inure solely to the benefit of the party owning such Branding.

Feedback About You from Customers.

You acknowledge and agree that Hyperlect has the right, in its sole discretion, to solicit Customer feedback, including comments and ratings, about services you provide, and to use and display such feedback in connection with the Platform. Hyperlect is not responsible or liable to you for any comments, ratings, or communications of any kind from Customers that we choose to display via the Platform, provided that Hyperlect may not selectively pick and choose among the comments, ratings, and communications it chooses to publish to paint you in a false light.

Indemnification.

You will be entirely responsible for the performance of the Construction Services and your interaction with Customers. You agree to fully indemnify, defend, and hold harmless Hyperlect, Hyperlect's affiliated entities, and all of their respective agents, officers, directors, shareholders, suppliers, partners, personnel, and each of their respective successors and assigns (collectively, "Indemnified Parties") from and against any and all claims, demands, liens, damages, causes of action, and liabilities of any and every nature whatsoever (including reasonable attorneys' fees and court costs), relating to or arising out of (i) any negligent or willful act or omission of you or your Personnel, including any resulting property damage or personal injury; (ii) your performance of, or failure to perform, the Construction Services; (iii) your violation of these Terms of Service, including breach of your representations or warranties herein; (iv) any claim related to your Personnel, including claims by your Personnel for employment, worker's compensation, unemployment compensation or benefits, or claims by your personnel for personal injury suffered while performing work, (v) intellectual property infringement, fraud, or deceptive advertising by you or your Personnel; (vi) your violation of any applicable laws, rules, or regulations; or (vii) your disputes with any Customers. Hyperlect reserves the right, at its own cost, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will fully cooperate with Hyperlect with respect to such defense, including without limitation in asserting any available defenses. Your indemnification obligations under this Section shall apply regardless of cause or of any fault or negligence of the Indemnified Parties and will not be limited by any insurance requirements related to these Terms of Service.

Limitation of Liability.

HYPERLECT SHALL NOT BE LIABLE TO YOU FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, PUNITIVE OR SPECIAL DAMAGES, LOST REVENUE, LOST PROFITS, OR LOSS OF GOODWILL. THE TOTAL AGGREGATE LIABILITY OF HYPERLECT TO YOU SHALL NOT EXCEED THE AMOUNT OF PROJECT FEES ACTUALLY PAID OR PAYABLE BY YOU TO US DURING THE 6 MONTHS PRECEDING THE TIME THAT THE CLAIM AROSE, REGARDLESS OF THE BASIS OR FORM OF CLAIM.

Disclaimer of Warranties.

YOU ACKNOWLEDGE AND AGREE THAT THE PLATFORM AND ANY SERVICES PROVIDED BY HYPERLECT TO YOU ARE MADE ON AN "AS IS" AND "AS AVAILABLE" BASIS, AND

HYPERLECT DISCLAIMS ANY AND ALL EXPRESS OR IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT, TO THE MAXIMUM EXTENT PERMITTED BY LAW. HYPERLECT DOES NOT WARRANT THAT THE PLATFORM WILL BE ERROR-FREE OR THAT DEFECTS WILL BE CORRECTED. Hyperlect will not be responsible for any damages or loss that may result from the hacking or infiltration of the Platform or Hyperlect's computer systems. The information, software, products, and services included in or available through the Platform may contain technical inaccuracies, outdated information, and typographical errors.

Survival.

Upon termination of your use of the Services and the Platform, (a) any provisions contained herein which by their nature or effect are required or intended to be observed after termination will survive termination and remain binding, including the provisions regarding your indemnification obligations, your confidentiality obligations, our limitations of liability, and the resolution of disputes through arbitration, and (b) any leads provided to you during the term of these Terms of Service and relationships you enter into or create from those leads will continue to be governed by these Terms of Service including but not limited to with respect to any disputes that may arise or claims that may be made against us and any indemnification of us by you for such claims.

Assignment.

You may not assign or transfer these Terms of Service without the prior written consent of Hyperlect.

Severability and Waiver.

The unenforceability or invalidity of any provision shall not affect the force and validity of any other provision and such invalid provisions shall be deemed severed from these Terms of Service, and, if permissible, be replaced with terms which as closely as possible approximate the intent of such invalid provision. Hyperlect's failure to enforce any part of these Terms of Service will not be considered a waiver. Any waiver by Hyperlect must be in writing and signed by Hyperlect.

Governing Law and Arbitration.

To the maximum extent permitted by law these Terms of Service are governed by the laws of the United States of America and the State of Illinois without regard for such jurisdictions' conflict of law provisions. Any dispute or claim relating in any way to these Terms of Service, the Platform, the Services, or any supplies or services, including Construction Services, arranged or obtained by or through the Service, will be resolved by binding arbitration before a single arbitrator in Chicago, Illinois, rather than in court, except that you may assert claims in small claims court if your claims qualify. The Federal Arbitration Act and federal arbitration law apply to these Terms of Service. The arbitration will be administered by the American Arbitration Association in accordance with the Commercial Arbitration Rules then in effect, except as modified by this section. Judgment of the arbitration award may be entered into any court having jurisdiction thereof. You and Hyperlect each agree that any dispute resolution proceedings will be conducted only on an individual basis and not in a class, consolidated, or representative action. Further, unless both you and Hyperlect otherwise agree in writing, the arbitrator may not consolidate more than one person's claims and may not otherwise preside over any form of any class or representative proceeding. If for any reason a claim proceeds in court rather than in arbitration, you and Hyperlect each waive any right to a jury trial. Both parties agree that either may bring suit in court to enjoin infringement or other misuse of intellectual property rights. You and Hyperlect irrevocably consent to the exclusive jurisdiction of the courts located in Chicago, Illinois in connection with any

litigation. Both parties waive any objection based on lack of personal jurisdiction, place of residence, improper venue, or forum non conveniens in any such action. YOU ACKNOWLEDGE THAT UNDER THESE TERMS OF SERVICE YOU ARE CONSENTING TO ARBITRATION AND WAIVING ANY RIGHT TO A JURY TRIAL AND TO PARTICIPATE AS A MEMBER OF A CLASS OF CLAIMANTS.

Notice and Electronic Disclosures.

Any notice required under these Terms of Service will be in writing and sent to the contact points shown below or such other contact point given by a party from time-to-time. Notices will be effective when received and will be sent via the Platform or by email, facsimile, certified mail, or by overnight courier. You consent to the electronic delivery of any disclosures contained in these Terms of Service. You agree to accept all disclosures and other communications between you and us via the Platform or at the primary e-mail address provided to us. If any information needed to contact you electronically changes, you can update your contact information by sending notice to us or via the Platform.

Entire Agreement.

These Terms of Service contain the entire agreement and understanding between the parties hereto in respect to the subject matter hereof and supersedes, cancels, and annuls any prior or contemporaneous written or oral agreements, understandings, commitments, and practices between them respecting the subject matter hereof, including all prior agreements, if any, between you and Hyperlect, which agreement(s) hereby are terminated and shall be of no further force or effect. These Terms of Service may only be amended or modified by a writing which makes express reference to these Terms of Service as the subject of such amendment and which is signed by Contractor and a duly authorized officer of Hyperlect.

END USER TERMS OF SERVICE

Last updated: 04/21/2019

Hyperlect Holdings, Inc., a Delaware corporation headquartered in Illinois, and its parents, subsidiaries, affiliates, agents, representatives, consultants, employees, officers, managers, and directors (collectively, “Hyperlect,” “we,” “our,” or “us”) provide a software application to facilitate the operational management of constructions projects through websites, web-based software and content, mobile apps, or other services made available by Hyperlect (the “Service” or “Services”). The Services are provided through the leveledpro.com website, mobile application, and any webpage located at such domain (collectively, the “Platform”).

We offer our Services subject to the following terms of service (“Terms of Service”), specifically including Hyperlect’s privacy policy (“Privacy Policy”). If you do not agree to these Terms of Service, then you are not authorized to use our Services.

We may change our Terms of Service from time to time. If we do, we will notify you on our Platform or by sending you an email detailing the changes and the date on which the new Terms of Service go into effect.

THESE TERMS OF SERVICE CONSTITUTE A LEGAL AGREEMENT BETWEEN HYPERLECT AND YOU – THE USER OF THE PLATFORM OR SERVICES. BY USING THIS PLATFORM OR SERVICES, YOU ARE AGREEING TO THESE LEGALLY BINDING TERMS OF SERVICE. YOU ARE ALSO AGREEING TO OUR PRIVACY POLICY. IF YOU DO NOT WISH TO CONTINUE TO BE BOUND BY THESE TERMS, THEN YOU MUST STOP USING THE PLATFORM AND SERVICES IMMEDIATELY.

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

Representations

By accessing and using the Platform, you represent and warrant that:
you are at least 18 years old and are a legal adult in the jurisdiction in which you reside; and
you have the right, authority, and capacity to enter into these Terms of Service and to abide by these Terms of Service, and that you will so abide.

If you enter into these Terms of Service on behalf of a company or other organization, you represent and warrant that you have authority to act on behalf of that entity and to bind that entity to these Terms of Service. The Services are not available to anyone under 18 years of age, or to any individual whose account has been terminated. Your account may not be used for Services to be performed for another person.

Overview of Services

The Platform is comprised of a website leveledpro.com, other web-based content, and a mobile app (“App”) called “Leveled” which together create an online portal where independent contractors (“Contractors”) who provide construction services (“Construction Services”) and construction customers (“Customers,” and collectively with Contractors, “Users”) can track, monitor, manage, and pay for construction services. The Platform allows Users to communicate with each other and to post photos,

documents, and other materials related to individual construction projects (“Construction Projects” or “Projects”).

Hyperlect does not do any of the following: provide Construction Services, solicit bids for Construction Services, or market such services to customers. You acknowledge that Hyperlect does not supervise, direct, or control the provision of Construction Services. Hyperlect does not match Contractors with Customers.

User Accounts.

In order to use the Platform, you must register for and maintain a user account (“Account”). Account registration requires you to submit certain personal information, such as your name, email address, address, mobile phone number, and Stripe account information. You agree to maintain accurate, complete, and up-to-date information in your Account. Your failure to maintain accurate, complete, and up-to-date Account information may result in your inability to access and use the Platform, or Hyperlect’s termination of these Terms of Service. 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. We are not liable for any loss that you may suffer through the use of your password by others. You must notify us immediately of any unauthorized use of your Account or of any other breach of security known to you with respect to Hyperlect.

Network Access and Devices.

You are responsible for obtaining the compatible hardware or devices and data network access necessary to use the Platform. The Platform may be subject to malfunctions and delays inherent in the use of the Internet and electronic communications and we shall not be held liable for any such malfunction or delay.

License.

Subject to your compliance with these Terms of Service, we grant you a limited, non-exclusive, non-sublicensable, revocable, non-transferrable license to access and use the Platform subject to these Terms of Service. Any rights not expressly granted herein are reserved by us.

Restrictions on Use.

You shall not do or permit to be done any of the following (such conduct, collectively, “Restrictions on Use”):

1. remove any copyright, trademark, or other proprietary notices from any portion of the Platform;
2. reproduce, modify, prepare derivative works based upon, distribute, license, lease, sell, resell, transfer, publicly display, publicly perform, transmit, stream, broadcast, or otherwise exploit the Platform except as expressly permitted by us;
3. decompile, reverse engineer, or disassemble the Platform except as may be permitted by applicable law;
4. link to, mirror, or frame any portion of the Platform;
5. cause or launch any programs or scripts for the purpose of scraping, indexing, surveying,

collecting, or harvesting any personally identifiable information (including account names), or otherwise data mining any portion of the Platform or unduly burdening or hindering the operation or functionality of any aspect of the Platform, including by the launch of any automated systems such as “robots,” “spiders,” “offline readers,” etc., that access the Service in a manner that sends more request messages to the Platform’s servers than a human can reasonably produce in the same period of time by using a conventional on-line web browser;

6. use the communication systems provided by the Platform for any commercial solicitation purposes, except to the extent such communications are with existing customers; or
7. attempt to gain unauthorized access to or impair any aspect of the Platform or its related systems or networks.
8. attempt to interfere with, compromise the system integrity or security, or decipher any transmissions to or from the servers running the Platform;
9. upload invalid data, viruses, worms, or other software agents through the Platform;
10. impersonate another person or otherwise misrepresent your affiliation with a person or entity, hide, attempt to hide, or otherwise engage in deceptive or fraudulent behavior in regard to your identity;
11. interfere with the proper working of the Platform; or
12. bypass the measures we may use to prevent or restrict access to the Platform.

Upon termination for any reason, you continue to be bound by these Restrictions on Use.

Ownership.

The Platform and all rights herein are and shall remain our property. Neither these Terms nor your use of the Platform convey or grant to you any rights in or related to the Platform, except for the limited license granted above, or to use or reference in any manner our company names, logos, product and service names, trademarks, or services marks. All content appearing on the Platform is our property or the property of third parties and is protected by domestic and international intellectual property laws. Certain names, graphics, and logos are trademarks, service marks, or trade dress (together, “Marks”) of Hyperlect or our affiliates. Our Marks may not be used for any purpose, except as we may expressly permit in writing.

Communications.

You expressly consent and agree to receive communications from us, including via e-mail, text message, calls, and push notifications, to the cellular telephone number you provide to us. You understand that you may receive communications generated by automatic telephone dialing systems and which may deliver pre-recorded messages sent by or on behalf of Hyperlect or Hyperlect’s affiliated companies, including operational communications concerning your Account, use of the Platform, updates concerning new and existing features on the Platform, communications concerning promotions, and news concerning us and our services. You may opt out of receiving text (SMS) messages from us at any time by texting the word STOP from the mobile device receiving the messages. You acknowledge that opting out of receiving text messages may impact your use of the Platform. We may send you confirmation and other transactional emails regarding the Platform or our services. We may also send you emails or text messages about

services that we think might interest you (“Promotional Emails”). You can unsubscribe from Promotional Emails at any time by clicking “unsubscribe” in our email communications or by otherwise contacting us.

Construction Projects.

Eligible Projects. The Platform is available for use by any Contractor and Customer who agree between themselves to use it for a particular Project, subject to Hyperlect’s right to prohibit use of the Platform by a Contractor or Customer as Hyperlect deems necessary. As a Contractor, it is your responsibility to invite a Customer to use the Platform.

Construction Contract. You are solely responsible for negotiating and entering into a contract (“Construction Contract”) for construction services (“Construction Services”) directly with a Contractor, including terms for payment and cancellation. Hyperlect shall not be a party to the Contract between you and the Contractor for Construction Services, nor shall these Terms of Service be understood to supply any terms of such Construction Contract.

Provision of Services.

You and the Contractor agree to retain absolute discretion as to the manner and means of carrying out services sought after by You. Hyperlect does not supervise, direct, or control the provision of Construction Services. In agreeing to have Construction Services completed at one’s land, abode, fixed place of business, investment property, rental, or any other physical space where you are legally permitted to have Construction Services performed (“Site”), You are responsible for ensuring the Contractor, of whom you have entered into a binding contract, is complying with state and local licensing regulations applicable to the Contractor and the Construction Services, OSHA safety requirements, and any other applicable laws, regulations, codes, and rules.

Relationship of the Parties.

Neither party shall be or represent itself to be an employee, employer, joint venturer, agent, or partner of the other, and neither party is authorized to assume or create any obligations or liabilities, express or implied, on behalf of or in the name of the other. The employees, methods, facilities and equipment of each party shall at all times be under the exclusive direction and control of that party. You acknowledge that you are engaged with an independent business, of which is not eligible to participate in any pension, health, or other fringe benefits plan of Hyperlect or any affiliates of Hyperlect. No workers’ compensation insurance shall be obtained by Hyperlect for the Contractor. You understand that it is the Contractor’s responsibility to comply with all workers’ compensation laws, and that in no event shall Hyperlect get involved in workers’ compensation claims or be liable for injuries suffered at your Site.

Resolution of Disputes.

We are not a party to, nor do we have any responsibility for, your Construction Contract with any Contractor or any disputes any Contractor may have with you or you may have with such Contractor related to the Construction Contract. You will cooperate with us if we attempt to facilitate the resolution of any complaints between you and any Contractors; however, we are not liable to you or any Contractor if such matters cannot be resolved. You agree that we shall have the right to disclose any information we have regarding your Construction Services to any authorities requesting information from us regarding any work or services performed at your Site.

Non-Exclusivity.

You and Hyperlect acknowledge that these Terms of Service are nonexclusive. Nothing in these Terms of Service precludes you from receiving Construction Services from your own Contractors without the use of the Hyperlect Platform.

Costs and Expenses.

Hyperlect is not responsible for any of the costs or expenses of executing the Project or performing the Construction Contract. You are solely liable for such costs and expenses. Hyperlect will not be liable to you for any costs or expenses incurred in carrying out the Project except for remitting the Project Fee (as defined below) in accordance with these Terms.

User Content.

We may permit you from time to time to submit, upload, publish or otherwise make available in publicly accessible areas of the Platform (including but not limited to blogposts or comment sections, but excluding areas of the Platform accessible only to Users involved in a particular project) textual, audio, and visual content and information, including commentary and feedback related to the Platform (“User Content”). You are solely responsible for your User Content that you upload, publish, display, link to or otherwise make available (such conduct, collectively and in any combination, “post”) on the Platform.

You agree that Hyperlect is only acting as a passive conduit for your online distribution and publication of your User Content. You agree not to provide User Content that is defamatory, libelous, hateful, violent, obscene, pornographic, unlawful, or otherwise offensive, as determined by us in our sole discretion, whether or not such material may be protected by law. We may, but shall not be obligated to, review, monitor, or remove User Content, at our sole discretion and at any time and for any reason or no reason, without notice to you.

Any User Content provided by you remains your property. However, by providing User Content to us, you grant us a worldwide, perpetual, irrevocable, transferable, unrestricted, non-exclusive, absolute, royalty-free license, with the right to sublicense through multiple levels of sublicensees, use, copy, modify, transmit, reproduce, exhibit, disclose, display, transform, create derivative works of, distribute, publicly display, publicly perform, and otherwise exploit in any manner such User Content in all formats and distribution channels now known or hereafter devised, without further notice to or consent from you, and without the requirement of payment to you or any other person or entity. Further, we may use any ideas, concepts, know-how or techniques contained in such User Content for any purpose whatsoever, including developing, manufacturing, and marketing products and services incorporating any User Content. You warrant that all “moral rights” in User Content have been waived. You further represent and warrant that: (i) you either are the sole and exclusive owner of all User Content or you have all rights, licenses, consents, and releases necessary to grant us the license to the User Content as set forth above; and (ii) neither the User Content nor your posting of such User Content nor our use of the User Content as permitted herein will infringe, misappropriate, or violate a third party’s intellectual property or proprietary rights, or rights of publicity or privacy, or result in the violation of any applicable law or regulation.

Complaints of Copyright Infringement.

We respect the intellectual property of others. We will respond to properly submitted notices of alleged copyright infringement that comply with applicable law. In the event that a person or entity has a good faith belief that any materials provided through the Platform or in connection with the Platform infringe upon that person’s or entity’s copyright or other intellectual property right (such person or entity, a “Complainant”) and sends to us a properly submitted copyright notice as indicated below, we will

investigate, and if we determine, in our discretion, that the material is infringing, we will remove the content. All notices claiming an infringement of copyright rights must contain the following: (i) identification of the intellectual property right that is allegedly infringed (all relevant registration numbers, or a statement concerning the Complainant's ownership of the work, should be included); (ii) a statement specifically identifying the location of the infringing material, with enough detail that we may find it (please note it is not sufficient to merely provide a top level URL); (iii) the complete name, address, telephone number, and e-mail address of Complainant; (iv) a statement that Complainant has a good faith belief that the use of the allegedly infringing material is not authorized by the owner of the rights, or the owner's agents, or by law; (v) a statement that the information contained in the notification is accurate, and under the penalty of perjury, Complainant is authorized to act on behalf of the owner of the copyright or other property rights that are allegedly infringed; and (vi) a physical or electronic signature of a person authorized to act on behalf of the owner of the intellectual property rights that are allegedly being infringed. Hyperlect's contact information for notice of alleged copyright infringement is via email: info@leveledpro.com.

UNDER FEDERAL LAW, IF YOU KNOWINGLY MISREPRESENT THAT ONLINE MATERIAL IS INFRINGING, YOU MAY BE SUBJECT TO CRIMINAL PROSECUTION FOR PERJURY AND CIVIL PENALTIES, INCLUDING MONETARY DAMAGES, COURT COSTS, AND ATTORNEYS' FEES.

Please note that this procedure is exclusively for notifying Hyperlect and its affiliates that your copyrighted material has been infringed. The preceding requirements are intended to comply with Hyperlect's rights and obligations under the DMCA, including 17 U.S.C. §512(c), but do not constitute legal advice. It may be advisable to contact an attorney regarding your rights and obligations under the DMCA and other applicable laws. In accordance with the DMCA and other applicable law, Hyperlect has adopted a policy of terminating, in appropriate circumstances and at Hyperlect's sole discretion, Contractors and Customers who are deemed to be repeat infringers. Hyperlect may also at its sole discretion limit access to the Service and terminate the accounts of any Users who infringe any intellectual property rights of others, whether or not there is any repeat infringement.

Payments.

The Hyperlect payment processing system facilitates collecting and remitting payments for any Construction Services rendered to Customers in connection with a Project. You agree that, except in the case of a dispute, you will not attempt to remit compensation directly to Contractors Hyperlect contracts with Stripe, Inc. or its affiliates (collectively, "Stripe"), for certain payment processing services. As a condition of your use of the Platform, you agree to set up and maintain an account with Stripe through which Hyperlect can remit payments to the Contractor. Stripe's Services Agreement can be found here. In the event of a conflict between these Terms of Service and Stripe's Services Agreement, Stripe's Services Agreement will control, but solely to the extent of the conflict.

Customers will make payments for Projects through the Platform. Hyperlect is not responsible for any payments due under the Construction Contract. The Platform provides Customers with the option of sending payment to a Contractor immediately or holding payment for up to 90 days. Hyperlect shall not be liable if Customers hold payment via the Platform beyond the due date of the payment or other failure to make or timely make payments.

As directed by the Customer, Hyperlect will forward payment from the Customer to the Contractor, less 5% of the payment (the "Project Fee"). The Project Fee is comprised of Hyperlect's fee for use of the Platform plus the fee charged by Stripe, Inc., for payment processing. You will not be required to pay a separate fee to Stripe for payment processing. Hyperlect's portion of the Project Fee constitutes payment by you to Hyperlect for the service provided by Hyperlect pursuant to these Terms of Service and are in

no way referral commissions based upon your successful completion of any Construction Services.

In the event you dispute via chargeback any amounts previously remitted to the Contractor for Construction Services, you understand that the Contractor will be required to reimburse us for such chargeback amount plus any fees charged by Stripe, Inc. related to the chargeback within 7 days. Stripe, Inc.'s fee and pricing information can be found here. You agree that the Contractor's sole recourse with respect to chargebacks is to seek such amount from you or pursue legal remedies against you (but not Hyperlect) under the Construction Contract between you and the Contractor.

Taxes.

Contractors are responsible for all federal, state, and local taxes relating to their business, Personnel, and the Construction Services provided by them. Neither federal, nor state, nor local income tax or sales tax, nor payroll tax of any kind shall be withheld by Hyperlect on behalf of any Contractor. You understand that you may be responsible for providing 1099-MISC forms to the Contractor in accordance to IRS 1099 rules and instructions.

Term.

These Terms of Service will remain in effect until termination of your use of the Services and the Platform. You or we may terminate your use of the Services and the Platform at any time with or without cause by giving written notice to the other. Upon termination of your use of the Services and the Platform, whether by Hyperlect for cause or otherwise, you will remain obligated to the Contractor for any remaining or unpaid project costs, fees, material or labor costs for any Projects already scheduled.

Proprietary Rights and Branding.

Hyperlect Trademarks. In connection with Construction Services, you are free to distribute and employ (only as provided by the Hyperlect then-current trademark usage guidelines which Hyperlect makes available on its Website or upon request), any brochures, materials or other items bearing Hyperlect's trademarks, logos, trade names, or other indicia ("Hyperlect Branding"). You agree not to use such materials for any purposes other than performance of Projects. Except for the foregoing, you may not use the Hyperlect Branding in connection with your business or the promotion thereof, except as expressly pre-approved by us in writing. You are expressly prohibited from registering any trademarks or domain names similar to the Hyperlect Branding.

Proprietary Rights.

You retain all rights in your own branding ("Customer Branding"). You acknowledge and agree that all of the content and information posted on the Platform or provided through the Platform, including any Project-related information and the Hyperlect Branding as well as text, graphics, logos, images, and the compilation thereof and any software used on the Platform (but excluding any Customer Branding), is property belonging solely and exclusively to Hyperlect or a third party. You acknowledge and agree that you have no right to reproduce, post, publish, display or otherwise use any such content displayed via the Hyperlect Service, other than Customer Branding or content provided directly by you. All uses of a party's branding under these Terms of Service, and any goodwill therefrom, shall inure solely to the benefit of the party owning such Branding.

Feedback About the Contractor from You.

You acknowledge and agree that Hyperlect has the right, in its sole discretion, to solicit Customer

feedback from you, including comments and ratings, about services the Contractor provided, and to use and display such feedback in connection with the Platform. Hyperlect is not responsible or liable to you for any comments, ratings, or communications of any kind that we choose to display via the Platform, provided that Hyperlect may not selectively pick and choose among the comments, ratings, and communications it chooses to publish to paint you or the Contractor in a false light.

Indemnification.

The Contractor will be entirely responsible for the performance of the Construction Services. You are entirely responsible for your interaction with Contractors. You agree to fully indemnify, defend, and hold harmless Hyperlect, Hyperlect's affiliated entities, and all of their respective agents, officers, directors, shareholders, suppliers, partners, personnel, and each of their respective successors and assigns (collectively, "Indemnified Parties") from and against any and all claims, demands, liens, damages, causes of action, and liabilities of any and every nature whatsoever (including reasonable attorneys' fees and court costs), relating to or arising out of (i) any negligent or willful act or omission of you, relevant successors or any person or entity authorized to act on your behalf, Contractors, or their Personnel, including any resulting property damage or personal injury; (ii) Contractor and Personnel performance of, or failure to perform, the Construction Services; (iii) your, relevant successors or any person or entity authorized to act on your behalf, violation of these Terms of Service, including breach of your representations or warranties herein; (iv) any claim related to Contractors' Personnel, including claims by their Personnel for employment, worker's compensation, unemployment compensation or benefits, or claims by Contractor personnel for personal injury suffered while performing work, (v) intellectual property infringement, fraud, or deceptive advertising by Contractor or their Personnel; (vi) User violation of any applicable laws, rules, or regulations; or (vii) your disputes with any Contractors.

Hyperlect reserves the right, at its own cost, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will fully cooperate with Hyperlect with respect to such defense, including without limitation in asserting any available defenses. Your indemnification obligations under this Section shall apply regardless of cause or of any fault or negligence of the Indemnified Parties and will not be limited by any insurance requirements related to these Terms of Service.

Limitation of Liability.

HYPERLECT SHALL NOT BE LIABLE TO YOU FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, PUNITIVE OR SPECIAL DAMAGES, LOST REVENUE, LOST PROFITS, OR LOSS OF GOODWILL. THE TOTAL AGGREGATE LIABILITY OF HYPERLECT TO YOU SHALL NOT EXCEED THE AMOUNT OF PROJECT FEES ACTUALLY PAID OR PAYABLE BY YOU TO US DURING THE 6 MONTHS PRECEDING THE TIME THAT THE CLAIM AROSE, REGARDLESS OF THE BASIS OR FORM OF CLAIM.

Disclaimer of Warranties.

YOU ACKNOWLEDGE AND AGREE THAT THE PLATFORM AND ANY SERVICES PROVIDED BY HYPERLECT TO YOU ARE MADE ON AN "AS IS" AND "AS AVAILABLE" BASIS, AND HYPERLECT DISCLAIMS ANY AND ALL EXPRESS OR IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT, TO THE MAXIMUM EXTENT PERMITTED BY LAW. HYPERLECT DOES NOT WARRANT THAT THE PLATFORM WILL BE ERROR-FREE OR THAT DEFECTS WILL BE CORRECTED. Hyperlect will not be responsible for any damages or loss that may result from the hacking or infiltration of the Platform or Hyperlect's

computer systems. The information, software, products, and services included in or available through the Platform may contain technical inaccuracies, outdated information, and typographical errors.

Survival.

Upon termination of your use of the Services and the Platform, (a) any provisions contained herein which by their nature or effect are required or intended to be observed after termination will survive termination and remain binding, including the provisions regarding your indemnification obligations, your confidentiality obligations, our limitations of liability, and the resolution of disputes through arbitration, and (b) any leads provided to you during the term of these Terms of Service and relationships you enter into or create from those leads will continue to be governed by these Terms of Service including but not limited to with respect to any disputes that may arise or claims that may be made against us and any indemnification of us by you for such claims.

Assignment.

You may not assign or transfer these Terms of Service without the prior written consent of Hyperlect.

Severability and Waiver.

The unenforceability or invalidity of any provision shall not affect the force and validity of any other provision and such invalid provisions shall be deemed severed from these Terms of Service, and, if permissible, be replaced with terms which as closely as possible approximate the intent of such invalid provision. Hyperlect's failure to enforce any part of these Terms of Service will not be considered a waiver. Any waiver by Hyperlect must be in writing and signed by Hyperlect.

Governing Law and Arbitration.

To the maximum extent permitted by law these Terms of Service are governed by the laws of the United States of America and the State of Illinois without regard for such jurisdictions' conflict of law provisions. Any dispute or claim relating in any way to these Terms of Service, the Platform, the Services, or any supplies or services, including Construction Services, arranged or obtained by or through the Service, will be resolved by binding arbitration before a single arbitrator in Chicago, Illinois, rather than in court, except that you may assert claims in small claims court if your claims qualify. The Federal Arbitration Act and federal arbitration law apply to these Terms of Service. The arbitration will be administered by the American Arbitration Association in accordance with the Commercial Arbitration Rules then in effect, except as modified by this section. Judgment of the arbitration award may be entered into any court having jurisdiction thereof. You and Hyperlect each agree that any dispute resolution proceedings will be conducted only on an individual basis and not in a class, consolidated, or representative action. Further, unless both you and Hyperlect otherwise agree in writing, the arbitrator may not consolidate more than one person's claims and may not otherwise preside over any form of any class or representative proceeding. If for any reason a claim proceeds in court rather than in arbitration, you and Hyperlect each waive any right to a jury trial. Both parties agree that either may bring suit in court to enjoin infringement or other misuse of intellectual property rights. You and Hyperlect irrevocably consent to the exclusive jurisdiction of the courts located in Chicago, Illinois in connection with any litigation. Both parties waive any objection based on lack of personal jurisdiction, place of residence, improper venue, or forum non conveniens in any such action. YOU ACKNOWLEDGE THAT UNDER THESE TERMS OF SERVICE YOU ARE CONSENTING TO ARBITRATION AND WAIVING ANY RIGHT TO A JURY TRIAL AND TO PARTICIPATE AS A MEMBER OF A CLASS OF CLAIMANTS.

Notice and Electronic Disclosures.

Any notice required under these Terms of Service will be in writing and sent to the contact points shown below or such other contact point given by a party from time-to-time. Notices will be effective when received and will be sent via the Platform or by email, facsimile, certified mail, or by overnight courier. You consent to the electronic delivery of any disclosures contained in these Terms of Service. You agree to accept all disclosures and other communications between you and us via the Platform or at the primary e-mail address provided to us. If any information needed to contact you electronically changes, you can update your contact information by sending notice to us or via the Platform.

Entire Agreement.

These Terms of Service contain the entire agreement and understanding between the parties hereto in respect to the subject matter hereof and supersedes, cancels, and annuls any prior or contemporaneous written or oral agreements, understandings, commitments, and practices between them respecting the subject matter hereof, including all prior agreements, if any, between you and Hyperlect, which agreement(s) hereby are terminated and shall be of no further force or effect. These Terms of Service may only be amended or modified by a writing which makes express reference to these Terms of Service as the subject of such amendment and which is signed by the Customer and a duly authorized officer of Hyperlect.