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TERMS OF SERVICE

Welcome to irekroot (“irekroot”, “irekroot.com”, “A14 Global LLC”, “we”, “our” or “us”). This document explains the terms by which you may use our online mobile services, website, and/or software provided on or in connection with the service (collectively the “Services”). By accessing or using the Service, you signify that you have read, understood, and agree to be bound by this Terms of Service (“TOS”, “Terms”) and to the collection and use of your information as set forth in our **Privacy Policy**, whether or not you are a registered user of our Services. We reserve the right to make unilateral modifications to these terms and will provide notice of these changes as described below. This Agreement applies to all visitors, users, and others who access the Services (“Users”).

This document explains the terms by which you may use our Services. By using the Services, you represent that you have read and understood these Terms, and are reading & understanding any changes that may periodically occur.

These Terms govern your use of, access to, affiliation with, and operation of the Services from within the United States and its territories. PLEASE READ THESE TERMS AS THEY AND ALL REFERENCED DOCUMENTS AND POLICIES CONSTITUTE A LEGAL AGREEMENT, BETWEEN YOU AND US, Our CONTRACTORS, TO WHICH YOU ARE SUBJECTED. Throughout these Terms, the word “including” shall mean “including but not limited to”.

By purchasing, hiring, accessing, downloading, installing, or using the Services, you signify that you have read, understood, and agreed to be bound by the provisions of these Terms.

1. Use of Service and License

- 1.1. The Services serve as a marketplace where people who seek to get tasks done, including individual consumers as well as businesses, are matched with independent assistants, receptionists, contractors and businesses (“Fulfillers”) who are reasonably capable of executing these jobs and/or tasks. Fulfillers are to be distinguished from Users (defined below) herein as “Fulfillers.” Fulfillers may be subject to separate independent contractor agreements overseen by us.
- 1.2. The term “Users”, on the other hand, explicitly refers to parties in use of our Services seeking to get task(s) executed, subject to the terms. Subjected to your compliance with the Terms, and your payment of any applicable fees, we grant you, whether as a User or as a Fulfiller, a limited, non-exclusive, non-transferable, non-sublicensable license to access and make use of our Services. We, in our sole discretion, may

terminate your license to any portion of the Services at any time without prior or delayed notice. This license does not allow any resale of any portion of the Services or its contents; any derivative use of any portion of the Services or its contents; or any use of data mining, robots, or similar data gathering and extraction tools. All rights not expressly granted to you in these Terms are exclusively reserved and retained by us. No portion of the Services may be reproduced, duplicated, copied, sold, or be resold without seeking our prior express written consent.

- 1.3. You may also not use any meta tags or any other “hidden text” utilizing our name and/or trademarks without our express written consent. You may not misuse our Services. You may use the Services only as permitted by law. The licenses granted by us will terminate if you fail to comply with the Terms. If the license granted by us terminates or lapses, you continue to be bound by the applicable provisions of the Terms.

2. Eligibility

- 2.1. This is a contract between you and us. You must read and agree to these terms before using our Services. If you do not agree, you may not use the Services. You may use the Services only if you can form a binding contract with us, and only in compliance with this Agreement and all applicable local, state, national, and international laws, rules and regulations.
- 2.2. You and/or Each User must be at least 18 years old in order to be eligible to use the Services. Our Services are not available for anyone under the age of 18 (persons under the age of 18 regardless of parental consent) in any capacity, whether that be as a Fulfiller or as a User. By becoming a User, you represent, acknowledge, and warrant that you are at least 18 years of age and that you have the right, authority, and capacity to enter into and abide by the Terms.
- 2.3. In certain instances, we may require you to provide proof of identity to create your account, or to access or use the Services, and you acknowledge and agree that you may be denied access or use of the Services if you refuse to provide such proof. The Services are not available to any Users previously removed and / or banned from the Services by us.

2.4. You further represent, acknowledge, and warrant in perpetuity that your use of the Services is in compliance with our Terms, any or all applicable laws and/or regulations.

3. Account(s)

3.1. By creating an account, you will be given access to different features of various Services.

3.2. When creating an account, you agree that you will provide complete and accurate information, and you agree that you will maintain this information as up-to-date at all times. Failure to do so may result in your inability to access the Services or in other forms of termination of access to the Services.

3.3. Although we work to safeguard your account and passwords, you are solely responsible for protecting the confidentiality of your account and passwords.

3.3.1. This excludes any known or unknown cyber attacks (via denial of service attacks, hacks, malware, worms, or otherwise), data breaches, or data malformation.

3.3.2. You accept full responsibility for all activities that occur under your account.

3.3.3. If you use the Services on behalf of an entity or organization, you represent and warrant that you have the authority to bind that entity or organization to these Terms, and you agree to be bound by the Terms on behalf of that entity or organization.

3.3.4. Be sure to sign off when finished using a shared device. We will not be liable for any unauthorized use of your account.

4. Service Rules

4.1. Subject to the terms, you are hereby granted a non-exclusive, limited, non-transferable, freely revocable license to use the Services for your personal and/or commercial use only and as permitted by the features of the Services. We reserve all

rights not expressly granted herein. We may terminate this license at any time for any reason or no reason.

4.2. You agree to refrain from engaging in any of the following prohibited activities:

- 4.2.1. Modifying, altering, reproducing, copying, distributing, or disclosing any confidential part of the Services in any medium (including but not limited to any information that you are aware or unaware of due to its confidentiality; information whose origin is unknown should be treated as confidential);
- 4.2.2. Attempting to interfere or interfering with system integrity or security;
- 4.2.3. Attempting to upload or uploading any virus, worm, code (malicious or otherwise), or other software through the Services; and
- 4.2.4. Attempting to seek or provide a service that we have classified as a “Zero Tolerance Service” and prohibited under the Zero Tolerance Policy.
- 4.2.5. copying, distributing, or disclosing any part of the Services in any medium, including without limitation by any automated or non-automated “scraping”;
- 4.2.6. using any automated system, including without limitation “robots,” “spiders,” “offline readers,” etc., to access the Services (except that we grant the operators of public search engines revocable permission to use spiders to copy publicly available materials from <https://irekroot.com>) for the sole purpose of and solely to the extent necessary for creating publicly available searchable indices of the materials;
- 4.2.7. transmitting spam, chain letters, or other unsolicited email, SMS, or other messages;
- 4.2.8. attempting to interfere with, compromise the system integrity or security or decipher any transmissions to or from the servers running the Services;
- 4.2.9. taking any action that imposes, or may impose at our sole discretion an unreasonable or disproportionately large load on our infrastructure;
- 4.2.10. uploading invalid data, viruses, worms, or other software agents through the Services;
- 4.2.11. collecting or harvesting any personally identifiable information, including account names, from the Services;
- 4.2.12. using the Services for any commercial solicitation purposes;
- 4.2.13. impersonating another person or otherwise misrepresenting your affiliation with a person or entity, conducting fraud, hiding or attempting to hide your identity;

- 4.2.14. interfering with the proper working of the Services;
- 4.2.15. accessing any content on the Services through any technology or means other than those provided or authorized by the Services; or bypassing the measures we may use to prevent or restrict access to the Services, including without limitation features that prevent or restrict use or copying of any content or enforce limitations on use of the Services or the content therein.
- 4.2.16. You are solely responsible for your interactions with other Users. We reserve the right, but have no obligation, to monitor disputes between you and other Users. We shall have no liability for your interactions with other Users, or for any User's action or omission.
- 4.2.17. Failure to comply with the terms of this Section may result in your inability to access the Services or other forms of termination of access to the Services.

5. Paid Services

- 5.1. As a User, you agree to pay the amounts charged for your use of the Services as described in this Section. "Charges" include costs of products and services, purchased and / or utilized, in addition to any voluntary tip you may elect to give to a Fulfiller.
- 5.2. **Service Fee:** We may consider levying additional service fees but the right to do so shall remain retained to our self entirely.
- 5.3. **Cancellation Fee:** After a Fulfiller is onboarded with your business you may cancel the service at any time, but be aware that in certain cases a cancellation fee may apply.
- 5.4. **Insurance Fee or Safety Fee:** There may be a required charge to cover the cost of corporate insurance ensuring liabilities are covered for and can be mediated in a reasonable manner.
- 5.5. **Subscription Fee:** We, dependent on the use of the Services, will charge a monthly Subscription Fee concurrent with the selected plan.
- 5.6. **Credit Cards and Debit Cards:**
 - 5.6.1. **Authorization:** Upon the addition of a new payment method, we may seek authorization of your selected payment method to verify the payment method to

ensure the subscription fee and other costs will be covered, and to protect against unauthorized behavior. The authorization is not a charge; however, it may reduce your available credit by the authorization amount until your bank's next processing cycle. Should the amount of our authorization exceed the total funds on deposit in your account, you may be subject to overdraft or non-sufficient funds charges by the bank issuing your debit or check card. We cannot be held responsible for these charges and are unable to assist you in recovering them from your issuing bank.

- 5.6.2. **Fraud Prevention:** We may rely on third-party payment gateways to handle credit card and debit card authorization, payments, and card management and cannot be held responsible for data breaches, data loss, malformation of data as a result of cyber-attacks, data breaches, data loss, or malformation of data affecting the third-party payment gateway. Our choice of third-party payment gateways will still adhere to our standards of adequate User payment data security, meaning always maintaining PCI Service Provider Level 1 compliance, utilizing TLS (SSL) connections in data transmission, and storing sensitive card information in an encrypted format.
- 5.7. Certain features of the Services will be provided for a fee. In most cases, you will be given an opportunity to view a price estimate for such features and choose to accept prior to paying the fee.
- 5.8. We have the authority and reserves the right to adjust and modify pricing, based on type of request, time of day, or location. Although we employ methods to make users fully aware of the final price they will be paying, you are responsible for the payment of the final price regardless of your awareness of such Charges.
- 5.9. **Payment Information; Taxes:** All information that you provide in connection with a purchase or transaction or other monetary transaction interaction with the Services must be accurate, complete, and current. You agree to pay all charges incurred by users of your credit card, debit card, or other payment method used in connection with a purchase or transaction or other monetary transaction interaction with the Services at the prices in effect when such charges are incurred. You will pay any applicable taxes, if any, relating to any such purchases, transactions or other monetary transaction interactions.

6. California Residents: The provider of services is set forth herein. If you are a California resident, in accordance with Cal. Civ. Code §1789.3, you may report complaints to the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs by contacting them in writing at 1625 North Market Blvd., Suite N 112 Sacramento, CA 95834, or by telephone at (800) 952-5210 or (916) 445-1254.

7. Refunds

- 7.1. All Charges are non-refundable and apply at all times regardless of service usage or termination of usage, unless a User has a demonstrable basis for a refund – please contact your Customer Success Manager to request a refund.
- 7.2. We in our sole discretion may offer refunds on a case-by-case basis.
- 7.3. **Credit and Discounts:** You may receive credits / vouchers that you can apply towards the payment of charges. They may or may not be not transferable or redeemable for cash, except as required by law.
- 7.4. **Deactivation:** At your sole discretion, you may deactivate your account with us. However, you will be responsible for paying any bills posted on your account prior to your deactivation.
- 7.5. We are under no obligation to provide refunds for any reason. We, in good faith, may, on a case-by-case basis, provide refunds for unused time, as defined by the days pre-paid for in the billing period, on a prorated basis, for the days after the date of explicit written cancellation that are remaining in the billing period. It is important to understand that we provide a dedicated assistant service, therefore, while you are in the billing period before an event of cancellation, your account has been assigned dedicated resources.

8. Third-Party Links & Information

- 8.1. The use of our Services may provide you with links to third-parties and their respective material. We do not own or control any of the third-party contents and

does not assume responsibility for your usage of such third-party services and/or sites. You agree that you understand that if you use such service(s) and/or sites, you do so at your own risk.

- 8.2. You relieve us from any or all liability that may arise during your use of any third-party sites, services or content.

9. Indemnity

- 9.1. You are responsible for your use of the Services, and you agree to defend, indemnify, and hold us, including our affiliates, subsidiaries, parents, successors, and assigns, and each of our respective officers, directors, employees, independent contractors, agents, and shareholders, harmless from any claims, actions, suits, losses, costs, liabilities, and expenses (including reasonable attorneys' fees and costs) relating to or arising out of your use of and participation in the Services, including:

- 9.1.1. your breach of these Terms or the documents incorporated herein by reference;

- 9.1.2. any allegation that any materials that you submit to us or transmit through the Services infringe upon or otherwise violate the copyright, trademark, patent, trade secret, or other intellectual property or other rights of any third-party;

- 9.1.3. any other activities in connection with the Services.

- 9.2. The indemnity provided for in this section shall be applicable without regard to the negligence of any party, including any indemnified person.

10. LIMITATION OF LIABILITY

- 10.1. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WE WILL, INCLUDING OUR AFFILIATES, SUBSIDIARIES, PARENTS, SUCCESSORS, AND ASSIGNS, AND EACH OF OUR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, INDEPENDENT CONTRATORS, AGENTS, OR SHAREHOLDERS (COLLECTIVELY "US" FOR PURPOSES OF

THIS SECTION), BE LIABLE TO YOU FOR ANY INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, CONSEQUENTIAL, OR INDIRECT DAMAGES (INCLUDING BUT NOT LIMITED TO DAMAGES FOR DELETION, CORRUPTION, LOSS OF DATA, LOSS OF PROGRAMS, FAILURE TO STORE ANY INFORMATION OR OTHER CONTENT MAINTAINED OR TRANSMITTED BY THE SERVICES, FINANCIAL LOSS ARISING FROM USING THE SERVICES, FINANCIAL LOSS ASSOCIATED WITH FULFILLERS FAILING TO COMPLETE TASKS, SERVICE INTERRUPTIONS, OR FOR THE COST OF PROCUREMENT OF SUBSTITUTE SERVICES) ARISING OUT OF OR IN CONNECTION WITH THE SERVICES, OR THESE TERMS, HOWEVER ARISING, INCLUDING NEGLIGENCE, EVEN IF WE OR OUR AGENTS OR REPRESENTATIVES KNOW OR HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE SERVICES MAY BE USED BY YOU TO REQUEST AND SCHEDULE TRANSPORTATION, GOODS, OR OTHER SERVICES WITH THIRD-PARTY PROVIDERS, BUT YOU AGREE THAT WE HAVE NO RESPONSIBILITY OR LIABILITY TO YOU RELATED TO ANY TRANSPORTATION, GOODS, OR OTHER SERVICES PROVIDED TO YOU BY THIRD-PARTY PROVIDERS OTHER THAN AS EXPRESSLY SET FORTH IN THEIR TERMS.

- 10.2. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE ASSUME NO LIABILITY OR RESPONSIBILITY FOR ANY
- 10.2.1. ERRORS, MISTAKES, OR INACCURACIES OF REQUESTS OR CONTENT;
 - 10.2.2. PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO OR USE OF OUR SERVICE;
 - 10.2.3. ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION STORED THEREIN;
 - 10.2.4. ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE SERVICE;
 - 10.2.5. ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE THAT MAY BE TRANSMITTED TO OR THROUGH OUR SERVICE BY ANY THIRD PARTY;

10.2.6. ANY ERRORS OR OMISSIONS IN ANY REQUESTS OR CONTENT OR FOR ANY LOSS OR DAMAGE INCURRED AS A RESULT OF THE USE OF ANY CONTENT POSTED, EMAILED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE THROUGH THE SERVICE;

10.2.7. THE DEFAMATORY, OFFENSIVE, OR ILLEGAL CONDUCT OF ANY THIRD PARTY; AND/OR

10.2.8. ANY TRANSACTION OR RELATIONSHIP BETWEEN YOU AND ANY THIRD-PARTY PROVIDER. IN NO EVENT SHALL We, Our AFFILIATES, AGENTS, DIRECTORS, EMPLOYEES, SUPPLIERS, OR LICENSORS BE LIABLE TO YOU FOR ANY CLAIMS, PROCEEDINGS, LIABILITIES, OBLIGATIONS, DAMAGES, LOSSES OR COSTS IN AN AMOUNT EXCEEDING THE AMOUNT YOU PAID TO US HEREUNDER OR \$100.00, WHICHEVER IS GREATER.

10.3. THIS LIMITATION OF LIABILITY SECTION APPLIES WHETHER THE ALLEGED LIABILITY IS BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER BASIS, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. THE FOREGOING LIMITATION OF LIABILITY SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW IN THE APPLICABLE JURISDICTION.

10.4. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. THIS AGREEMENT GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE. THE DISCLAIMERS, EXCLUSIONS, AND LIMITATIONS OF LIABILITY UNDER THIS AGREEMENT WILL NOT APPLY TO THE EXTENT PROHIBITED BY APPLICABLE LAW.

10.5. The Services are controlled and operated from United States. We make no representations that the Services are appropriate or available for use in other locations. Those who access or use the Services from other jurisdictions do so at their own volition and are entirely responsible for compliance with all applicable United States and local laws and regulations, including but not limited to export and import regulations. You may not use the Services if you are a resident of a country embargoed by the United States, or are a foreign person or entity blocked or denied

by the United States government. Unless otherwise explicitly stated, all materials found on the Services are solely directed to individuals, companies, or other entities located in the United States.

11. Governing Law, Arbitration, And Class Action/Jury Trial Waiver

11.1. As part of the agreement to lawfully permit the use of the Services in the manner disclosed in these Terms, you the User will be required to resolve disputes with us on an individual basis through determent, final, and binding arbitration. By entering into the Terms, you fully acknowledge that you have read and understand the provisions of these Terms and have exercised reasonable caution in considering the consequences of consenting to these Terms. **YOU AND US MUTUALLY AGREE TO WAIVE OUR RESPECTIVE RIGHTS TO RESOLUTION OF DISPUTES IN A COURT OF LAW BY A JUDGE OR JURY AND AGREE TO RESOLVE ANY DISPUTE BY ARBITRATION, AS SET FORTH BELOW.**

11.2. Agreement to Binding Arbitration Between You and Us

11.2.1. This agreement to arbitrate (the “Arbitration Agreement”) is governed by the Federal Arbitration Act and survives after the Terms terminate or your relationship with us ends. **ANY ARBITRATION UNDER THE ARBITRATION AGREEMENT WILL TAKE PLACE ON AN INDIVIDUAL BASIS; CLASS ARBITRATIONS AND CLASS ACTIONS ARE NOT PERMITTED.** Except as expressly provided below, the Arbitration Agreement applies to all Claims (defined below) between you and us, including our affiliates, subsidiaries, parents, successors, and assigns, and each of our respective officers, directors, employees, independent contractors, agents, and shareholders.

11.2.2. **EXCEPT AS EXPRESSLY PROVIDED BELOW, ALL DISPUTES AND CLAIMS BETWEEN THE PARTIES (EACH, A “CLAIM,” AND COLLECTIVELY, “CLAIMS”) SHALL BE EXCLUSIVELY RESOLVED BY BINDING ARBITRATION SOLELY BETWEEN YOU AND US.** These Claims include but are not limited to any dispute, claim, or controversy, whether based on past, present, or future events, arising out of or relating to: these Terms

and prior versions thereof (including the breach, termination, enforcement, interpretation, or validity thereof), the Services, any other goods or services made available through the Services, your relationship with us, the threatened or actual suspension, deactivation, or termination of your User Account or these Terms, payments made by you or any payments made or allegedly owed to you, any promotions or offers made by us, any city, county, state, or federal wage-hour law, trade secrets, unfair competition, compensation, breaks and rest periods, expense reimbursement, wrongful termination, discrimination, harassment, retaliation, fraud, defamation, emotional distress, breach of any express or implied contract or covenant, claims arising under federal or state consumer protection laws, claims arising under antitrust laws, claims arising under the Telephone Consumer Protection Act and Fair Credit Reporting Act, and claims arising under the Uniform Trade Secrets Act, Civil Rights Act of 1964, Americans With Disabilities Act, Age Discrimination in Employment Act, Older Workers Benefit Protection Act, Family Medical Leave Act, Fair Labor Standards Act, Employee Retirement Income Security Act of 1974 (except for individual claims for employee benefits under any benefit plan sponsored by us and covered by the Employee Retirement Income Security Act of 1974 or funded by insurance), and state statutes, if any, addressing the same or similar subject matters, and all other federal and state statutory and common law claims. All disputes concerning the arbitrability of a Claim (including disputes about the scope, applicability, enforceability, revocability, or validity of the Arbitration Agreement) shall be decided by the arbitrator, except as expressly provided below.

11.2.3. BY AGREEING TO ARBITRATION, YOU UNDERSTAND THAT YOU AND US ARE WAIVING THE RIGHT TO SUE IN COURT OR HAVE A JURY TRIAL FOR ALL CLAIMS, EXCEPT AS EXPRESSLY OTHERWISE PROVIDED IN THE ARBITRATION AGREEMENT. The Arbitration Agreement is intended to require arbitration of every claim or dispute that can lawfully be arbitrated, except for those claims and disputes which by the terms of the Arbitration Agreement are expressly excluded from the requirement to arbitrate.

11.3. **Prohibition of Class Actions and Non-Individualized Relief.**

11.3.1. YOU UNDERSTAND AND AGREE THAT YOU AND US MAY EACH BRING CLAIMS IN ARBITRATION AGAINST THE OTHER ONLY IN AN INDIVIDUAL CAPACITY AND NOT ON A CLASS, COLLECTIVE ACTION, OR REPRESENTATIVE BASIS (“CLASS ACTION WAIVER”). YOU UNDERSTAND AND AGREE THAT YOU AND US BOTH ARE WAIVING THE RIGHT TO PURSUE OR HAVE A DISPUTE RESOLVED AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS, COLLECTIVE, OR REPRESENTATIVE PROCEEDING. NOTWITHSTANDING THE FOREGOING, THIS SUBSECTION (C) SHALL NOT APPLY TO REPRESENTATIVE PRIVATE ATTORNEYS GENERAL ACT CLAIMS BROUGHT AGAINST US.

11.3.2. The arbitrator shall have no authority to consider or resolve any Claim or issue any relief on a class, collective, or representative basis.

11.3.3. Notwithstanding any other provision of these Terms, the Arbitration Agreement, or the AAA Rules (defined below), disputes regarding the scope, applicability, enforceability, revocability, or validity of the Class Action Waiver may be resolved only by a civil court of competent jurisdiction and not by an arbitrator. In any case in which:

11.3.3.1. the dispute is filed as a class, collective, or representative action, and

11.3.3.2. there is a final judicial determination that the Class Action Waiver is unenforceable as to any Claims, the class, collective, and/or representative action on such Claims must be litigated in a civil court of competent jurisdiction, but the Class Action Waiver shall be enforced in arbitration on an individual basis as to all other Claims to the fullest extent possible.

11.4. **Representative PAGA Waiver.** Notwithstanding any other provision of these Terms or the Arbitration Agreement, to the fullest extent permitted by law:

11.4.1. you and us agree not to bring a representative action on behalf of others under the Private Attorneys General Act of 2004 (“PAGA”), California Labor Code § 2698 et seq., in any court or in arbitration, and

11.4.2. for any claim brought on a private attorney general basis, including under the PAGA, both you and us agree that any such dispute shall be resolved in arbitration on an individual basis only (i.e., to resolve whether you have personally been aggrieved or subject to any violations of law), and that such an action may not be used to resolve the claims or rights of other individuals in a

single or collective proceeding (i.e., to resolve whether other individuals have been aggrieved or subject to any violations of law) (collectively, “representative PAGA Waiver”). Notwithstanding any other provision of the Terms, the Arbitration Agreement, or the AAA Rules, disputes regarding the scope, applicability, enforceability, revocability, or validity of this representative PAGA Waiver may be resolved only by a civil court of competent jurisdiction and not by an arbitrator. If any provision of this representative PAGA Waiver is found to be unenforceable or unlawful for any reason:

11.4.2.1. the unenforceable provision shall be severed from these Terms;

11.4.2.2. severance of the unenforceable provision shall have no impact whatsoever on the Arbitration Agreement or the requirement that any remaining Claims be arbitrated on an individual basis pursuant to the Arbitration Agreement; and

11.4.2.3. any such representative PAGA or other representative private attorneys general act claims must be litigated in a civil court of competent jurisdiction and not in arbitration. To the extent that there are any Claims to be litigated in a civil court of competent jurisdiction because a civil court of competent jurisdiction determines that the representative PAGA Waiver is unenforceable with respect to those Claims, the Parties agree that litigation of those Claims shall be stayed pending the outcome of any individual Claims in arbitration.

11.5. Any arbitration conducted pursuant to the Arbitration Agreement shall be administered by the American Arbitration Association (“AAA”) pursuant to its Consumer Arbitration Rules that are in effect at the time the arbitration is initiated (the “AAA Rules”), as modified by the provisions set forth in these Terms. Copies of the AAA Rules can be obtained at the AAA’s website (www.adr.org) or by calling the AAA at 1-800-778-7879. Notwithstanding the foregoing, if requested by you and if proper based on the facts and circumstances of the Claims presented, the arbitrator shall have the discretion to select a different set of AAA Rules, but in no event shall the arbitrator consolidate more than one person’s Claims or otherwise preside over any form of representative, collective, or class proceeding.

11.5.1. As part of the arbitration, both you and us will have the opportunity for reasonable discovery of non-privileged information that is relevant to the Claim. The arbitrator may award any individualized remedies that would be available in

court. The arbitrator may award declaratory or injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claims. The arbitrator will provide a reasoned written statement of the arbitrator's decision which shall explain the award given and the findings and conclusions on which the decision is based.

11.5.2. The arbitrator will decide the substance of all claims in accordance with applicable law and will honor all claims of privilege recognized by law. The arbitrator shall not be bound by rulings in prior arbitrations involving different Users or Fulfillers but is bound by rulings in prior arbitrations involving the same User or Fulfiller to the extent required by applicable law. The arbitrator's award shall be final and binding, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof, provided that any award may be challenged in a court of competent jurisdiction.

11.6. **Location and Manner of Arbitration.** Unless you and us agree otherwise, any arbitration hearings between us and a User will take place in the county of your billing address, and any arbitration hearings between us and a Fulfiller will take place in the county in which the Fulfiller provides Services. If AAA arbitration is unavailable in your county, the arbitration hearings will take place in the nearest available location for a AAA arbitration. If your Claim is for \$10,000 or less, We agree that you may choose whether the arbitration will be conducted solely on the basis of documents submitted to the arbitrator, through a telephonic hearing, or by an in-person hearing as determined by the AAA Rules. If your Claim exceeds \$10,000, the right to a hearing will be determined by the AAA Rules.

12. Exceptions to Arbitration

12.1. The Arbitration Agreement shall not require arbitration of the following types of claims:

12.1.1. small claims actions brought on an individual basis that are within the scope of such small claims court's jurisdiction;

12.1.2. a representative action brought on behalf of others under the PAGA or other private attorneys general acts, to the extent the representative PAGA Waiver in

Section 9(d) of such action is deemed unenforceable by a court of competent jurisdiction;

12.1.3. claims for workers' compensation, state disability insurance, and unemployment insurance benefits; and

12.1.4. claims that may not be subject to arbitration as a matter of law.

12.2. Nothing in the Arbitration Agreement prevents you from making a report to or filing a claim or charge with the Equal Employment Opportunity Commission, U.S. Department of Labor, Securities Exchange Commission, National Labor Relations Board, or Office of Federal Contract Compliance Programs, or similar local, state, or federal agency, and nothing in the Arbitration Agreement shall be deemed to preclude or excuse a party from bringing an administrative claim before any agency in order to fulfill the party's obligation to exhaust administrative remedies before making a claim in arbitration; however, you knowingly and voluntarily waive the right to seek or recover money damages of any type pursuant to any administrative complaint and instead may seek such relief only through arbitration under these Terms. Nothing in these Terms or the Arbitration Agreement prevents your participation in an investigation by a government agency of any report, claim, or charge otherwise covered by the Arbitration Agreement.

12.3. **Severability** In addition to the severability provisions in subsection (b) above, in the event that any portion of the Arbitration Agreement is deemed illegal or unenforceable, such provision shall be severed, and the remainder of the Arbitration Agreement shall be given full force and effect.

13. Optional Pre-Arbitration Negotiation Process

13.1. Before initiating any arbitration or proceeding, you and us may agree to first attempt to negotiate any dispute, claim, or controversy between the parties informally for 60 days, unless this time period is mutually extended by you and us. A party who intends to seek negotiation under this subsection must first send to the other a written notice of the dispute ("Notice"). The Notice must (1) describe the nature and basis of

the claim or dispute, and (2) set forth the specific relief sought. All offers, promises, conduct, and statements, whether oral or written, made in the course of the negotiation by any of the parties, their agents, officers, directors, independent contractors, employees, and attorneys are confidential, privileged, and inadmissible for any purpose, including as evidence of liability or for impeachment, in arbitration or any other proceeding involving the parties, provided that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the negotiation.

14. Promotions and Referral Programs

14.1. We hold the discretion and may make available promotions with different features to any Users or prospective Users. These promotions, unless made to you, shall have no bearing whatsoever on your agreement or relationship with us. We reserve the right to withhold or deduct credits or benefits obtained through a promotion in the event that we determine or believe that the redemption of the promotion or receipt of the credit or benefit was in error, fraudulent, illegal, or in violation of the applicable promotion terms or these Terms.

14.2. From time to time, we may offer you with incentives to refer new Users to the us. These incentives may come in the form of Credits, and We may set or change the incentive types, amounts, terms, restrictions, and qualification requirements for any incentives in our sole discretion.

15. Intellectual Property

15.1. All intellectual property rights in the Services shall be owned by us absolutely and in their entirety. These rights include but are not limited to database rights, copyrights, patents, trade secrets, design rights (whether registered or unregistered), trademarks (whether registered or unregistered), and other similar rights wherever existing in the world together with the right to apply for protection of the same. All other trademarks, logos, service marks, and company or product names set forth in the Services are the property of their respective owners.

15.2. You acknowledge and agree that any questions, comments, suggestions, ideas, feedback, photos, images, videos, data, or other information or materials

(“Submissions”) provided by you to us are non-confidential and shall become our sole property. We shall own exclusive rights, including all intellectual property rights, and shall be entitled to the unrestricted use and dissemination of these Submissions for any purpose, commercial or otherwise, without acknowledgment or compensation to you. You are solely responsible for your Submissions. Your Submissions may not be false, materially misleading, libelous, defamatory, obscene, vulgar, abusive, harassing, threatening, or otherwise objectionable, invade a person’s privacy, infringe another person’s intellectual property or proprietary rights, or otherwise violate applicable law. You represent and warrant that you own or otherwise control all of the rights to your Submissions; that the use of such materials by us will not infringe upon or violate the rights of any third-party; and that you will indemnify us for all claims resulting from your Submissions.

15.3. Our logos, designs, graphics, icons, scripts, and service names are registered trademarks, unregistered trademarks, or trade dress in the United States and/or other countries (collectively, the “A14 Marks”), referenced directly below in but not limited to blue shades:

15.4. If you provide services as a Fulfiller, We grant to you, during the term of these Terms, and subject to your compliance with the terms and conditions of these Terms, a limited, revocable, non-exclusive license to display and use the A14 Marks solely in connection with providing such services (“License”). The License is non-transferable and non-assignable, and you shall not grant to any third-party any right, permission, license, or sublicense with respect to any of the rights granted hereunder without our prior written permission, which we may withhold in its sole discretion. The A14 Marks may not be used in any manner that is likely to cause confusion.

15.5. You acknowledge that we are the owner and licensor of the A14 Marks, including all goodwill associated therewith, and that your use of the A14 Marks will confer no additional interest in or ownership of the A14 Marks in you but rather inures to the benefit of us. You agree to use the A14 Marks strictly in accordance with our trademark usage guidelines, as may be provided to you and revised from time to time, and to immediately cease any use that We determine to be nonconforming or otherwise unacceptable.

15.6. You agree that you will not: (1) create any materials that incorporate the A14 Marks or any derivatives of the A14 Marks other than as expressly approved by us in writing; (2) use the A14 Marks in any way that tends to impair their validity as

proprietary trademarks, service marks, trade names, or trade dress, or use the A14 Marks other than in accordance with the terms, conditions, and restrictions herein; (3) take any other action that would jeopardize or impair our rights as owner of the A14 Marks or the legality and/or enforceability of the A14 Marks, including, without limitation, challenging or opposing our ownership in the A14 Marks; (4) apply for trademark registration or renewal of trademark registration of any of the A14 Marks, any derivative of the A14 Marks, any combination of the A14 Marks and any other name, or any trademark, service mark, trade name, symbol, or word which is similar to the A14 Marks; or (5) use the A14 Marks on or in connection with any product, service, or activity that is in violation of any law, statute, government regulation, or standard.

15.7. Violation of any provision of this License may result in immediate termination of the License, in our sole discretion. If you create any materials bearing the A14 Marks (in violation of these Terms or otherwise), you agree that upon their creation We exclusively owns all right, title, and interest in and to such materials, including without limitation any modifications to the A14 Marks or derivative works based on the A14 Marks. You further agree to assign any interest or right you may have in such materials to us and to provide information and execute any documents as reasonably requested by us to enable us to formalize such assignment.

16. Copyrights Policy

16.1. We respect the intellectual property of others and expects Users to do the same. If you believe, in good faith, that any materials on the Services infringe upon your copyrights, please visit our copyright policy page or send the following information to A14 Global LLC., 447 Broadway FL 2 #844, NY, NY 10013 or support@irekroot.com:

16.1.1. a description of the copyrighted work that you claim has been infringed, including the specific location on the Services where the material you claim is infringed is located. Include enough information to allow us to locate the material, and explain why you think an infringement has taken place;

- 16.1.2. a description of the location where the original or an authorized copy of the copyrighted work exists – for example, the URL (Internet address) where it is posted or the name of the book in which it has been published;
- 16.1.3. your name, mailing address, telephone number, and e-mail address;
- 16.1.4. a statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law;
- 16.1.5. a statement by you, made under penalty of perjury, that the information in your notice is accurate, and that you are the copyright owner or authorized to act on the copyright owner's behalf; and
- 16.1.6. an electronic or physical signature of the owner of the copyright or the person authorized to act on behalf of the owner of the copyright interest.

17. Confidentiality

- 17.1.1. You agree not to use any technical, financial, strategic, or other proprietary or confidential information relating to our business, operations, or properties, including User information (“Confidential Information”) disclosed to you by us for your own use or for any purpose other than as contemplated herein. You shall not disclose or permit disclosure of any Confidential Information to third-parties. You agree to take all reasonable measures to protect the secrecy of and avoid disclosure or use of our Confidential Information in order to prevent it from falling into the public domain. Notwithstanding the above, you shall not have liability to us with regard to any Confidential Information which you can prove: was in the public domain at the time it was disclosed by us or has entered the public domain through no fault of yours; was known to you, without restriction, at the time of disclosure, as demonstrated by files in existence at the time of disclosure; is disclosed with our prior written approval; becomes known to you, without restriction, from a source other than us without breach of these Terms by you and otherwise not in violation of our rights; or is disclosed pursuant to the order or requirement of a court, administrative agency, or other governmental body; provided, however, that you shall provide prompt notice of such court order or requirement to us to enable us to seek a protective order or otherwise prevent or restrict such disclosure.

18. Modification to these Terms

- 18.1. We reserve the right to modify the terms and conditions of these Terms. We reserve the right to change or modify information referenced throughout these Terms, including arbitrations provisions where herein does not create a renewed opportunity to opt out of arbitration. As such, the continued use of the Application or other Services will constitute your consent to such changes.

19. Disclaimers

- 19.1. The following disclaimers are made on our behalf, our affiliates, subsidiaries, parents, successors, and assigns, and each of our respective officers, directors, employees, independent contractors, agents, and shareholders:
- 19.1.1. The Services are provided on an “as is” basis and without any warranty or condition, express, implied, or statutory. We do not guarantee and do not promise any specific results from use of the Services, including the ability to provide or receive Services at any given location or time. We specifically disclaim any implied warranties of title, merchantability, fitness for a particular purpose, and non-infringement. Some states do not allow the disclaimer of implied warranties, so the foregoing disclaimer may not apply to you.
- 19.1.2. We do not warrant that your use of the Services will be accurate, complete, reliable, current, secure, uninterrupted, always available, or error-free, or will meet your requirements, that any defects in the Services will be corrected, or that the Services are free of viruses or other harmful components. We disclaim liability for, and no warranty is made with respect to, connectivity and availability of the Services.
- 19.1.3. Please note that there are also risks of dealing with underage persons or people acting under false pretense, and we do not accept responsibility or liability for any content, communication, or other use or access of the Services by persons under the age of 18 in violation of these Terms. We encourage you to communicate directly with each potential Fulfiller or User prior to engaging in an arranged transportation service.
- 19.2. We are not responsible for the conduct, whether online or offline, of any User of the Services. You are solely responsible for your interactions with other Users. We

do not procure insurance for, nor are we responsible for, personal belongings left in a car by Fulfillers or Users. By using or participating in the Services, you agree to accept such risks and agree that we are not responsible for the acts or omissions of Users on the or participating in the Services.

19.3. We expressly disclaim any liability arising from the unauthorized use of your User account. Should you suspect that any unauthorized party may be using your User account or you suspect any other breach of security, you agree to notify us immediately.

19.4. It is possible for others to obtain information about you that you provide, publish, or post to or through the Services (including any profile information you provide), send to other Users, or share during the Services, and to use such information to harass or harm you. We are not responsible for the use of any personal information that you disclose to other Users on or through the Services. Please carefully select the type of information that you post on or through the Services or release to others. We disclaim all liability, regardless of the form of action, for the acts or omissions of other Users (including unauthorized users or “hackers”).

19.5. Opinions, advice, statements, offers, or other information or content concerning us or made available through the Services, but not directly by us, are those of their respective authors and should not necessarily be relied upon. Such authors are solely responsible for such content. Under no circumstances will we be responsible for any loss or damage resulting from your reliance on information or other content posted by third-parties, whether on the Services or otherwise. We reserve the right, but we have no obligation, to monitor the materials posted on the Services and to remove any such material that in our sole opinion violates, or is alleged to violate, the law or these Terms, which might be offensive or illegal, or might violate the rights, harm, or threaten the safety of Users or others.

19.6. Location data provided by the Services is for basic location purposes only and is not intended to be relied upon in situations where precise location information is needed or where erroneous, inaccurate, or incomplete location data may lead to death, personal injury, or property or environmental damage. Neither we nor any of our content providers guarantees the availability, accuracy, completeness, reliability, or timeliness of location data tracked or displayed by the Services. Any of your Information, including geolocational data, that you upload, provide, or post on the Services may be accessible to us or certain Users or Fulfillers.

19.7. We advise you to use the Services with a data plan with unlimited or very high data usage limits, and We shall not be responsible or liable for any fees, costs, or overage charges associated with any data plan you use to access the Services.

20. Export Regulations; Government End Users

20.1. You represent and warrant that you and your financial institution(s) are not subject to sanctions or otherwise designated on any list of prohibited or restricted parties or owned or controlled by such a party, including but not limited to the lists maintained by the United Nations Security Council, the US Government (e.g., the US Department of Treasury's Specially Designated Nationals list and Foreign Sanctions Evaders list and the US Department of Commerce's Entity List), the European Union or its member states, or other applicable government authority. You will not directly or indirectly export, re-export, transmit, or cause to be exported, re-exported, or transmitted, any commodities, software, or technology ("Items") to any country, individual, corporation, organization, or entity to which such export, re-export, or transmission is restricted or prohibited, including any country, individual, corporation, organization, or entity under sanctions or embargoes administered by the United Nations, US Departments of State, Treasury, or Commerce, the European Union, or any other applicable government authority. If you are a U.S. Government end user, we are licensing the Software to you as a "Commercial Item" as that term is defined in the U.S. Code of Federal Regulations (see 48 C.F.R. § 2.101), and the rights we grant you to the Services are the same as the rights we grant to all others under these Terms.

21. Liability of Assistant Issues, and Loss Arising from the same

21.1. You affirm that you are aware that all work, duties, obligations, requests, tasks, requirements, action items, etc. (collectively "Assistant Work") seemingly performed by our services on your behalf are completed by a company that A14 Global LLC has contracted to complete Assistant Work (a "Contracted Company"),

however, when communicating with assistants that are employed by the Contracted Company via a A14 Global LLC owned & operated applications, you are then, and only then using services & technologies **ONLY to communicate** to these assistants that are employed by the Contracted Company. Therefore, in any instances where assistant issues such as, but not limited to, assistant negligence, assistant failure, assistant error, assistant response times, failure of assistant to perform duties or meet obligations, failure of assistant to respond at all, or any loss of any kind arising from any of these (collectively “Assistant Issues”) are the source of issue, A14 Global LLC. **cannot be held responsible**, as A14 Global LLC only provides a platform between assistants and business customers, upon which, assistants are controlled, trained, and employed by a Contracted Company. You agree to waive any and all liability associated with Assistant Issues. You acknowledge that using the Services does not guarantee any outcome, and that work given may not be completed.

22. Liability of Issues

22.1. While we are a service that does our best to guarantee security of messages, leveraging partnerships with top security services, you agree that we cannot be held liable or responsible for any damages associated with security breaches, breaches of data, or any other kind of technology breach as such. In addition, you agree that in using us, you are ultimately responsible for the liability of the tasks that are given, and therefore, liability or loss arising from any issue that is not a technology breach of any kind, or an Assistant Issue, you also acknowledge and agree cannot be attributed to us, and we cannot be held liable for any liability or loss faced by you, your business, or any affiliate organization or person, incorporated or unincorporated.

23. Material Breaches

23.1. You agree that a material breach of these Terms of Service may only arise when you have not paid any outstanding invoices, either as a result of one or more unpaid invoices – as defined by an invoice that was never attempted to be paid, or a failed payment for one or more invoices.

24. Communication with Assistants / Fulfillers Outside Normal Course of Business

24.1. Users agree that at any point during the relationship with us, and for a period of up to **three (3) calendar years** after, they may not approach any Assistants or Fulfillers for any reason outside the normal course of day-to-day operations. We invest a lot of time, money, and effort in building relationships with our Contracted Companies, providing quality training material and training sessions to Assistants, maintaining internal culture, and investing in their futures. You agree that by attempting to contact Assistants outside the normal course of day-to-day operations for any reason will cause us irreparable harm, and result in us resorting to injunctive measures to prevent this action, and to seek financial compensation for any damages incurred to us associated with your action.

25. General

25.1. Your Information is any information you provide, publish, or post to or through the Services or related services (including any profile information you provide) or send to other Users or Fulfillers (including via in-application feedback, any email feature, or through any related Facebook, Twitter, or other social media posting) (your “Information”). You consent to us using your Information to create a User account that will allow you to use the Services and participate in the Services.

25.2. These Terms shall be governed by the laws of the State of California without regard to choice of law principles. This choice of law provision is only intended to specify the use of California law to interpret these Terms and is not intended to create any other substantive right to non-Californians to assert claims under California law whether by statute, common law, or otherwise.

25.3. If any provision of these Terms is or becomes invalid or non-binding, the parties shall remain bound by all other provisions hereof. In that event, the parties shall replace the invalid or non-binding provision with provisions that are valid and

binding and that have, to the greatest extent possible, a similar effect as the invalid or non-binding provision, given the contents and purpose of these Terms.

25.4. These Terms, and any rights and licenses granted hereunder, may not be transferred or assigned by you; any attempted transfer or assignment in violation hereof shall be null and void. However, you agree that these Terms and all incorporated policies or agreements may be assigned by us, in our sole discretion, by providing notice to you.

25.5. A party's failure to act with respect to a breach by the other party does not constitute a waiver of the party's right to act with respect to subsequent or similar breaches.

25.6. These Terms set forth the entire understanding and agreement between you and us with respect to the subject matter hereof and supersedes all previous understandings and agreements between the you and us, whether oral or written.