

## TERMS OF USE

**Last updated: June 21, 2018**

These Terms of Use (and TradeTapp's Privacy Policy, described further below) create a legal agreement (this "Agreement") between TradeTapp, Inc. ("TradeTapp" or "we" or "us" or "our") and the user of the Platform (as defined below) entering into this Agreement ("you" or "your"). Through our site located at <http://www.tradetapp.com>, we provide access to and use of our platform which: connects individuals or companies seeking contractor opportunities ("Subcontractors") with general contractors seeking subcontractors for such opportunities ("Contractors"); allows for communication by and among users; allows for the posting, linking to or uploading of User Information (as defined below); and provides other features, functions and services (collectively, the "Platform").

If you wish to use the Platform, you must accept the terms and conditions of this Agreement. By creating an account, you agree to abide by all of the terms and conditions of this Agreement. We may change, add or remove portions of this Agreement at any time, but we will inform you of any material changes affecting your rights through the Platform.

IF ANY OF THE TERMS OR CONDITIONS CONTAINED IN THIS AGREEMENT, OR ANY FUTURE CHANGES, ARE UNACCEPTABLE TO YOU, YOU ARE NOT PERMITTED TO USE THE PLATFORM. YOUR CONTINUED USE OF THE PLATFORM FOLLOWING THE POSTING OF NOTICE OF ANY CHANGES IN THIS AGREEMENT, WILL INDICATE ACCEPTANCE AND AGREEMENT BY YOU OF SUCH TERMS AND CONDITIONS, CHANGES, OR MODIFICATIONS.

We may change, suspend or discontinue any aspect of the Platform at any time, including the availability of any Platform feature, database, or content. We may also impose limits on certain features and services or restrict your access to all or any part of the Platform without notice.

In addition, your use of particular Platform features or functionality may be subject to additional terms, guidelines or rules applicable to such services, which may be posted from time to time. All such additional terms, guidelines and rules are hereby incorporated by reference into this Agreement. Also, we may offer other services from time to time that are governed by different terms and conditions.

### **1. DESCRIPTION OF THE PLATFORM; USER ACCOUNTS; FEES**

Registered Users can (i) view all publicly-available content and access all publicly-available features and functionality of the Platform; (ii) access non-public features and functionality of the

Platform; (iii) subscribe to our communications, alerts, and other notifications (iv) create, access, manage, and update their own business accounts on the Platform; (v) provide User Information through their accounts; (vi) interact with other Registered Users; and (vii) contact us. A Registered User may be either a Contractor or Subcontractor.

As a Registered User, you will create a password and a username designation upon completing the Platform's registration process. You are responsible for maintaining the confidentiality of the password and account, and are fully responsible for all activities that occur under your password or account. **You may not to share your username and password with anyone.** You shall (i) immediately notify us of any unauthorized use of your password or account or any other breach of security, and (ii) ensure that you exit from your account at the end of each session. We cannot and will not be liable for any loss or damage arising from your failure to comply with this Section.

When registering as a Registered User, you shall provide true, accurate, current and complete information about yourself and your business as prompted by the registration form (such information being the “**Registration Data**”). If you do not do so, or we have reasonable grounds to suspect that you have not done so, we have the right to immediately suspend or terminate your account and refuse any and all current or future access to and use of the Platform.

We reserve the right to terminate or restrict access to or use the Platform by any Registered User at any time for any reason with any conditions in our sole discretion.

Access to and use of the basic Platform is currently provided to Subcontractors at the invitation of Contractors, and at no charge; however, we reserve the right to expand and/or charge a fee for Subcontractor's access to and use of the basic Platform in the future. In addition, we may charge a fee to Subcontractors, determined in our sole discretion, for access to certain Platform features or functionalities (“**Premium Features**”), which fees you will have the opportunity to accept prior to being permitted to access such Premium Features.

Any payments made by you in connection with your access to and use of the Platform are processed by our third party payment processor, as set forth in our Privacy Policy. You authorize our designated payment processor to charge your specified credit card, debit card or other payment method for any fees relating to your use of the Platform. You agree to pay us timely for any applicable fees due plus all related taxes, and to reimburse us for all collection costs, including any collection agency and legal fees, and interest for any overdue amounts. You agree that we may use all legal means available to collect unpaid fees should our attempts to process your fees fail for any reason. Except as required by law, all fees are nonrefundable.

## **2. PRIVACY**

Your use of the Platform may involve the transmission to us of certain personally-identifiable information, including, without limitation, Registration Data (as defined above). Please review our [Privacy Policy](#) to understand our practices with respect to the collection and use of this information.

### **3. USER INFORMATION**

Please choose carefully the words, information, content, messages, text, files, profiles, works of authorship or any other materials you post, upload, link to, publish, exchange, or display through the Platform (collectively, “**User Information**”). You are responsible for all your User Information.

Please take careful consideration before sharing User Information containing financial business information with any other user on the Platform. TradeTapp will take commercially reasonable measures to keep the sensitive financial business information in its control confidential, in accordance with our Privacy Policy, but we have no control over how another user with whom you share such financial information through the Platform will treat that information.

User Information provided by other users may contain inaccurate information, and we assume no responsibility or liability for any User Information.

We reserve the right to delete Registered User accounts that are inactive for an extended period of time.

### **4. CODE OF CONDUCT**

By accessing and/or using the Platform, you agree to comply with the following restrictions on use:

- You will comply with all applicable laws in your use of the Platform, and you will not use the Platform for any unlawful or otherwise fraudulent purpose;
- You will not upload, post, e-mail, transmit, or otherwise make available any User Information (defined below) that:
  - infringes any copyright, trademark, right of publicity, or other proprietary rights of any person or entity;
  - constitutes promotion or advertising of any third-party website, product or service; or

- is defamatory, libelous, indecent, obscene, pornographic, sexually explicit, invasive of another's privacy, promotes violence, or contains hate speech (i.e., speech that attacks or demeans a group based on race or ethnic origin, religion, disability, gender, age, veteran status, and/or sexual orientation/gender identity; or
  - discloses any sensitive information about another person, including that person's e-mail address, postal address, phone number, credit card information, or any similar information.
- You will not “stalk,” threaten, or otherwise harass another person;
  - You will not access or use the Platform to collect any market research for a competing business;
  - You will not impersonate any person or entity or falsely state or otherwise misrepresent your affiliation with a person or entity;
  - You will not interfere with or attempt to interrupt the proper operation of the Platform through the use of any virus, device, information collection or transmission mechanism, software or routine, or access or attempt to gain access to any data, files, or passwords related to the Platform through hacking, password or data mining, or any other means;
  - You will not cover, obscure, block, or in any way interfere with any advertisements and/or safety features (e.g., report abuse button) on the Platform;
  - You will not use any robot, spider, scraper, or other automated means to access the Platform for any purpose without our express written permission;
  - You will not take any action that imposes or may impose (in our sole discretion) an unreasonable or disproportionately large load on our technical infrastructure; and
  - You will inform us of any inappropriate User Information of which you become aware.

We have the right, but not the obligation, to review and reject or remove User Information that, in our sole discretion, does not adhere to these restrictions. We also reserve the right, in our sole and absolute discretion, to deny you access to the Platform, or to any portion thereof, without notice.

You are solely responsible for your User Information and for your interactions with other users. We reserve the right, but we have no obligation, to monitor disputes between you and other users.

## 5. INTELLECTUAL PROPERTY RIGHTS IN THE SITE AND THE PLATFORM

The Platform contains material, such as software, text, graphics, images, designs, and other works of authorship provided by TradeTapp (collectively referred to as “**TradeTapp Content**”). TradeTapp Content is owned by us or third parties and is protected under both United States and foreign laws. Unauthorized use of TradeTapp Content may violate copyright, trademark, and other laws. You have no rights in or to TradeTapp Content, and you will not use TradeTapp Content except as expressly permitted under this Agreement. No other use is permitted without prior written consent from us. TradeTapp Content You may not sell, transfer, assign, license, sublicense, or modify TradeTapp Content, or reproduce, display, publicly perform, make a derivative version of, distribute, or otherwise use TradeTapp Content in any way for any public or commercial purpose. The use or posting of TradeTapp Content on any other website or in a networked computer environment for any purpose is expressly prohibited.

The trademarks, service marks, and logos of TradeTapp (the “**TradeTapp Marks**”) used and displayed on the Platform are registered and unregistered trademarks or service marks of TradeTapp. Other company, product, and service names located on the Platform may be trademarks or service marks owned by others (the “**Third-Party Marks**,” and, collectively with TradeTapp Marks, the “**Marks**”). Nothing herein or on the Platform should be construed as granting, by implication or otherwise, any license or right to use any of the Marks. All goodwill generated from the use of the TradeTapp Marks inures to our benefit.

Elements of the Platform are protected by trade dress, trademark, and other state and federal laws and may not be copied or imitated in whole or in part, by any means, including, but not limited to, the use of framing or mirrors.

## 6. THIRD-PARTIES

We are not responsible for any User Information, third-party content, applications, services, advertisements, and/or links that may be contained in or made available to you through the Platform. The Platform may contain links to third party websites that are not owned or controlled by us. We have no control over, and we assume no responsibility for, the content, privacy policies, or practices of any third party websites. In addition, we will not and cannot censor or edit the content of any third-party site. Accordingly, we encourage you to be aware when you leave the Platform and to read the terms and conditions and privacy policy of each other website that you visit. Any correspondence, business dealings with, linking or participation in promotions of third parties found on or through the Platform, including payment or delivery of related goods or services, and any other terms, conditions, warranties or representations associated with such dealings, are solely between you and such third parties. Inclusion of any third party content on

the Platform does not constitute or indicate our endorsement. We have no control over third-party websites, services or resources, and as such, you acknowledge and agree that we are not responsible for their availability, reliability, or functionality, and we do not endorse and are not responsible for any third-party content, applications, services, advertising, products, or other materials on or available from such websites or resources. Inclusion of any third party content on the Platform does not constitute or indicate our endorsement.

## **7. UNITED STATES USE ONLY**

The Platform is intended to be used only by users who are residents of the United States. If you access or use the Platform from outside the United States, you do so at your own initiative and risk, and you are responsible for compliance with all applicable laws. You agree to not use the Platform, or export any portion thereof, including, without limitation, any TradeTapp Content or any User Information, in violation of U.S. export regulations. You also represent and warrant that you are not prohibited from receiving U.S. origin products, including services or software. You are responsible for adhering to all relevant local and national laws wherever you are.

## **8. TERMINATION**

We may terminate this Agreement, and your access to and use of the Platform, at any time for any reason.

## **9. REPRESENTATIONS & WARRANTIES**

You represent and warrant (i) that you have the full authority to act on your behalf and on behalf of any and all prior owners of any right, title and interest in and to any User Information you post, submit, transfer or link to; and (ii) if you are entering into this Agreement on behalf of your company, you warrant and represent that you are an authorized representative of the company and that you have the right and authority to bind the company to this Agreement.

## **10. DISCLAIMERS; LIMITATION OF LIABILITY**

The Platform acts as a platform for connecting Contractors with Subcontractors, and all interactions and/or transactions between Contractors and Subcontractors are solely between such Contractors and Subcontractors. TradeTapp shall have no responsibility or liability for any such interactions or transactions. Some Subcontractors may request that Contractors sign a non-disclosure agreement before sharing sensitive business information with that Contractor, and any such agreement entered will be solely into between such Contractors and Subcontractors; TradeTapp will have no role or involvement in any agreement between users. We are not obligated to screen or censor the job opportunities, resumes, profiles or other User Information provided by any Contractors or Subcontractors, and we shall not be liable for omission to do so.

You are solely responsible for determining the identity and suitability of other Registered Users whom you may contact by means of the Platform. We shall not under any circumstances be considered to be an employer of any user of the Platform.

WE EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. WE MAKE NO WARRANTY THAT (i) THE PLATFORM WILL MEET YOUR REQUIREMENTS, (ii) THE PLATFORM WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (iii) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE PLATFORM WILL BE ACCURATE OR RELIABLE, (iv) THE QUALITY OF ANY USER CONTENT OR MATERIAL MADE AVAILABLE TO YOU THROUGH PLATFORM WILL MEET YOUR EXPECTATIONS, AND (v) ANY ERRORS IN THE PLATFORM WILL BE CORRECTED.

WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, WE ARE NOT INVOLVED IN ANY ACTUAL COMMUNICATION OR AGREEMENTS BY AND AMONG USERS OR CONTRACTORS AND SUBCONTRACTORS, AND THEREFORE WE MAKE NO REPRESENTATIONS OR GUARANTEES REGARDING THE TRUTHFULNESS, ACCURACY, LEGALITY, COMPLETENESS, TIMELINESS, RELIABILITY OR OTHERWISE OF ANY USER CONTENT OR ANY FORM OF COMMUNICATION OR INTERACTION BY AND AMONG USERS OR CONTRACTORS AND SUBCONTRACTORS. WE CANNOT GUARANTEE THAT USERS, CONTRACTORS OR SUBCONTRACTORS ARE WHO THEY CLAIM TO BE. YOU SHOULD BE AWARE THAT THERE ARE RISKS OF DEALING WITH INDIVIDUALS ONLINE, INCLUDING RISKS OF PHYSICAL HARM AND FALSE PRETENSES. WE MAKE NO REPRESENTATIONS OR GUARANTEES AT ANY TIME THAT THE PLATFORM WILL MEET YOUR OBJECTIVES OR NEEDS.

NONE OF TRADETAPP OR ITS AFFILIATES OR ITS OR THEIR RESPECTIVE OFFICERS, DIRECTOR OR EMPLOYEES (COLLECTIVELY, THE “**TRADETAPP PARTIES**”) WILL HAVE ANY LIABILITY FOR ANY INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, LOST PROFITS, OR DAMAGES RESULTING FROM YOUR USE OR INABILITY TO ACCESS OR USE THE PLATFORM OR OTHERWISE ARISING FROM THIS AGREEMENT, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), OR ANY OTHER LEGAL THEORY, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE AGGREGATE LIABILITY OF THE TRADETAPP PARTIES SHALL BE LIMITED TO THE AMOUNT YOU HAVE PAID US IN THE ONE (1) MONTH IMMEDIATELY PRECEDING THE CLAIM.

## 11. INDEMNIFICATION

You agree to defend, indemnify, and hold the TradeTapp Parties and all successors, licensees, and assigns harmless from and against any claims, actions, or demands, and all related costs, expenses and other losses, including, without limitation, reasonable legal and accounting fees, arising or resulting from (i) your breach of any representations, warranties or other obligations or commitments set forth in this Agreement; (ii) any User Information provided through your account; and (iii) your misuse of the Platform, TradeTapp Content or any User Information of any other user. We reserve the right, at your expense, to assume the exclusive defense and control of any matter that is subject to indemnification under this section. In such case, you agree to cooperate with any reasonable requests assisting our defense of such matter.

## 12. COPYRIGHT INFRINGEMENT

We respect the intellectual property of others, and we ask our users to do the same. If you believe that your work has been copied or used in a way that constitutes copyright infringement, or your intellectual property rights have been otherwise violated, please provide our copyright agent with the following information (“**Notice**”): (1) an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright or other intellectual property interest; (2) a description of the copyrighted work or other intellectual property that you claim has been infringed; (3) a description of where the material that you claim is infringing is located on the Platform; (4) your address, telephone number, and email address; (5) 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; and (6) a statement by you, made under penalty of perjury, that the above information in your Notice is accurate and that you are the copyright or intellectual property owner or authorized to act on the copyright or intellectual property owner's behalf.

Our designated copyright agent under the Digital Millennium Copyright Act (the “**DMCA**”) for the receipt of Notices which may be given under the DMCA is as follows:

TradeTapp  
365 Bond St. #B806  
Brooklyn, NY 11231  
[admin@tradetapp.com](mailto:admin@tradetapp.com)

## 14. GENERAL

This Agreement, together with the Privacy Policy and any additional terms, rules or regulations posted on the Platform, constitutes the entire agreement between you and us, and governs your use of the Platform, superseding any prior agreements between you and us. The failure of us to



exercise or enforce any right or provision of this Agreement shall not constitute a waiver of such right or provision. This Agreement and the relationship between you and us, and any disputes arising from this Agreement or the relationship between you and us, shall be governed by the laws of the State of New York without regard to its conflict of law provisions. You agree to submit to the personal and exclusive jurisdiction of the state and federal courts located within the State and County of New York. The section titles in this Agreement are for convenience only and have no legal or contractual effect.