

These Terms and Conditions describe the terms and conditions on which you are allowed to use our Platform and our Services. We have incorporated by reference all Policies relating to these terms and conditions.

IN THESE TERMS AND CONDITIONS:

“**Account**” means the account you open when you register on the Platform.

“**Buyer**” means a User that investigates and purchases Services from Skillers or identifies a Skiller through the Platform.

“**Dispute Resolution Process**” means the process to be followed by Buyers and Skillers in accordance with the Dispute Resolution Services.

“**Vanywhere**”, “**Vany**”, “**We**”, “**Our**”, or “**Us**” means Vanywhere, Inc.

“**Dormant Account**” means a User Account that has not been logged into for a continuous 6 month period.

“**Intellectual Property Rights**” means any and all intellectual property rights, existing worldwide and the subject matter of such rights, including, but not limited to,: (a) patents, copyright, rights in circuit layouts (or similar rights), registered designs, registered and unregistered trademarks, and any right to have confidential information kept confidential; and (b) all trademarks, patents, service marks, trade names, software code, icons, logos, characters, layouts, trade secrets, buttons, color scheme and graphics relating to the Platform; and (c) any application or right to apply for registration of any of the rights referred to in paragraphs (a) and (b), whether or not such rights are registered or capable of being registered and whether existing under any laws, at common law or in equity.

“**Project**” or “**Listing**” means a Service offered or awarded by a Buyer via the Platform, which may include a project awarded by a Buyer, a service bought by a Buyer from a Skiller, and service awarded by a Buyer to a Skiller as a result of a Contest or competition hosted via the Platform.

“**Skiller**” means a User that offers and provides services or identifies as a Skiller through the Platform.

“**Services**” means all services provided by Skiller.

“**User**”, “**you**” or “**your**” means an individual who visits or uses the Platform.

“**User Contract**” means: (1) these Terms and Conditions; (2) any other contractual provisions accepted by both the Skiller and Buyer uploaded to the Platform, to the extent not inconsistent with the Terms and Conditions

“**Platform**” means the Platform operated by Vanywhere and any related Vanywhere service, tool or application.

1. OVERVIEW

- 1.1. By accessing and/or using the Platform, you agree to the following terms with Vanywhere.
- 1.2. We may amend these Terms and Conditions and any linked information from time to time by posting amended terms on the Platform.
- 1.3. The Platform is an online venue where Users buy and sell Services. Buyers and Skillers must register for an Account in order to buy or sell Services. The Platform enables Users

to work together online to complete and pay for Projects and to use the services that we provide.

2. SCOPE; LICENSE

- 2.1. Before using the Vanywhere Platform, we recommend that you read the whole Terms and Conditions, the Platform policies and all linked information.
- 2.2. By accepting these Terms and Conditions, you agree that these Terms and Conditions will apply whenever you use the Vanywhere Platform, or when you use the tools we make available to interact with the Vanywhere Platform.
- 2.3. Some Vanywhere Platforms may have additional or other terms that we provide to you when you use those services.
- 2.4. Subject to your compliance with the Terms and Conditions, Vanywhere grants you a non-exclusive, non-sub licensable, non-transferable, fully revocable license to use the Services provided through the Vanywhere Platform.

3. ELIGIBILITY

- 3.1. You will not use the Vanywhere Platform if you:
 - 3.1.1. are not able to form legally binding contracts; or
 - 3.1.2. are under the age of 18; or
 - 3.1.3. a person barred from receiving and rendering services under the laws of any applicable jurisdiction; or
 - 3.1.4. are suspended from using the Vanywhere Platform.
- 3.2. Users may provide a business name or a company name, which is to be associated with the User's Account. Users acknowledge and agree that where a business name or company name is associated with their Account, these Terms and Conditions is a contract with the User as an individual (not the business or company) and Users remain solely responsible for all activity undertaken in respect of their Account.
- 3.3. We may, at Our absolute discretion, refuse to register a person or corporate entity as a User.

4. USING VANYWHERE

- 4.1. While using the Vanywhere Platform, you will not:
 - 4.1.1. post content or items in inappropriate categories or areas on Our Platforms and services;
 - 4.1.2. infringe any laws, third party rights (including intellectual property rights) or Our policies;
 - 4.1.3. fail to deliver payment for services delivered to you, unless the Skiller has materially changed the Service provided from the bid or a clear typographical error is made;
 - 4.1.4. fail to deliver Services purchased from you, unless the Buyer fails to meet the terms, materially alters the terms of the Services from the listing;
 - 4.1.5. circumvent or manipulate Our fee structure, the billing process, or fees owed to Vanywhere;
 - 4.1.6. post false, inaccurate, misleading, defamatory or offensive content (including personal information);
 - 4.1.7. take any action that may undermine the feedback or reputation systems (such as displaying, importing or exporting feedback information or using it for purposes unrelated to the Vanywhere Platform);
 - 4.1.8. transfer your Vanywhere account (including feedback) and Username to another party without Our consent;

- 4.1.9. distribute or post spam, unsolicited, or bulk electronic communications, chain letters, or pyramid schemes;
- 4.1.10. distribute viruses or any other technologies that may harm Vanywhere, the Platform, or the interests or property of Vanywhere Users (including their Intellectual Property Rights, privacy and publicity rights) or is unlawful, threatening, abusive, defamatory, invasive of privacy, vulgar, obscene, profane or which may harass or cause distress or inconvenience to, or incite hatred of, any person;
- 4.1.11. download and aggregate listings from Our Platform for display with listings from other Platforms without Our express written permission, "frame", "mirror" or otherwise incorporate any part of the Platform into any other Platform without Our prior written authorization;
- 4.1.12. attempt to modify, translate, adapt, edit, decompile, disassemble, or reverse engineer any software programs used by us in connection with the Vanywhere Platform;
- 4.1.13. copy, modify or distribute rights or content from the Vanywhere Platform or Vanywhere's copyrights and trademarks; or
- 4.1.14. harvest or otherwise collect information about Users, including email addresses, without their consent.

5. FEES AND SERVICES

- 5.1. We charge fees for certain services, such as introduction fees for Services, listing upgrades and memberships. When you use a service that has a fee, you have an opportunity to review and accept the fees that you will be charged based on the listed fees posted by each Skiller, which may change from time to time. We may choose to temporarily change the fees for Our services for promotional events (for example, discounts on memberships) or new services, and such changes are effective when we post the temporary promotional event or new service on the Platforms.
- 5.2. When a User signs up to Our Platform it also registers with a 3rd party payment provider, in which its credit card information is saved. We do not hold any payment information on Our servers. Following the conversation between the Buyer and the Skiller a transaction is made whereby the Buyer transfers the money to Us and We transfer it to the Skiller's Account in the Platform via the 3rd party payment provider (minus Our agreed commission). Our fees may change from time to time, subject to Our sole discretion.
- 5.3. Vanywhere uses a 3rd party payment provider which is not subject to Our control, as such We cannot be held liable for any and all damages incurred by Skillers or Buyers resulting from any malfunction or any other problem with the 3rd party payment provider.
- 5.4. In a case where we find out that a Skiller and a Buyer which have been introduced via the Platform have engaged each other outside of the Platform, we shall have the right to immediately close the accounts of both the Buyer and the Skiller. Furthermore, We reserve the right to use any remedies available to us under any law in order to recover any and all damages, whether directly or indirectly incurred.
- 5.5. The Fees are based on a fee per minute indicated by the Skiller as his rate per minute.
- 5.6. Unless otherwise stated, all fees are quoted in United States Dollars.

6. TAXES

- 6.1. All taxes, duties and government charges ("**Taxes**") imposed or levied in connection with the use of the Platform and the Services will be the responsibility of the User. You must also comply with your obligations under income tax provisions in your jurisdiction.

7. INTELLECTUAL PROPERTY RIGHTS INFRINGEMENT

- 7.1. Vanywhere's content is based on User Generated Content. Vanywhere does not check User uploaded/created content for violations of trademark, copyright or other intellectual property rights. It is Our policy to respond to clear notices of alleged intellectual property rights infringement. If you believe that your Intellectual Property Rights have been violated, please notify us via email at support@vanywhere.com and we will investigate.
- 7.2. All content, trademarks, services marks, trade names, logos and icons are the property of Vanywhere or its affiliates, agents, or brokers and are protected by copyright laws and international treaties and provisions. It may not be used except as permitted in these Terms and Conditions or with prior written permission of the owner of such material (hereinafter: "Information" or "Data"). The information on this Site belongs to Vanywhere or its respective affiliates and suppliers and may not be copied or used without prior approval.

8. THIRD PARTY WEBSITES

- 8.1. The Platform may include links to third party websites that are controlled and maintained by others. Any link to other websites is not an endorsement of such websites and you acknowledge and agree that we are not responsible for the content or availability of any such sites.
- 8.2. Under no circumstances shall Vanywhere or its employees be liable for lost profits or any kind of damage occurring during trading, resulting from any connection to Our Platform, including negligence.
- 8.3. We may display your company or business name, logo, images or other media, and public description of your Projects and profile as part of the Vanywhere Services and/or other marketing materials relating to the Vanywhere Platform, except where you have explicitly requested that we do not do this and we have agreed to such request in writing.
- 8.4. Unless otherwise agreed with us, you must not advertise a third party website, product or service on the Platform. Any website address posted on the Platform, including in a listing, bid, listing description, clarification board or the message board, must relate to a Service, or User on the Platform.

9. FEEDBACK, REPUTATION AND REVIEWS

- 9.1. You acknowledge that you transfer copyright of the feedback, reputation and reviews you leave consisting of comments and a multidimensional rating (e.g. quality, communication etc.) together with a composite rating by Us. You acknowledge that such feedback, reputation and reviews belong solely to Us, notwithstanding that we permit you to use it on Our Platform while you remain a User. You must not use, or deal with, such feedback, reputation and reviews in any way inconsistent with Our policies as posted on the Platform from time to time without Our prior written permission.
- 9.2. You may not do (or omit to do) anything that may undermine the integrity of the Vanywhere feedback system. We are entitled to suspend or terminate your Account at any time if we, in Our sole and absolute discretion, are concerned by any feedback about you, or your feedback rating, where we believe Our feedback system may be subverted.
- 9.3. Our feedback ratings belong to Us and may not be used for any purpose other than facilitating the provision of Services via the Platform. You may not use your Skiller or Buyer feedback (including, but not limited to, marketing or exporting your any or all of your composite rating or feedback comments) in any real or virtual venue other than a Platform operated by Vanywhere or its related entities without Our written permission.

10. USERS CONTENT

- 10.1. When you give Us content, you grant Us a non-exclusive, worldwide, perpetual, irrevocable, royalty-free, sub licensable (through multiple tiers) right to exercise any and

all copyright, trademark, publicity, and database rights (but no other rights) you have in the content, in any media known now or in the future.

10.2. You acknowledge and agree that:

- 10.2.1. We only act as a portal for the online distribution and publication of User content. We make no warranty that User content is actually made available on the Platform. We have the right (but not the obligation) to take any action deemed appropriate by Us with respect to your User content;
- 10.2.2. We have no responsibility or liability for the deletion or failure to store any content, whether or not the content was actually made available on the Platform; and
- 10.2.3. Any and all content submitted to the Platform is subject to Our approval. We may reject, approve or modify your User content at Our sole discretion.

10.3. You represent and warrant that your content:

- 10.3.1. will not infringe upon or misappropriate any copyright, patent, trademark, trade secret, or other intellectual property right or proprietary right or right of publicity or privacy of any person;
- 10.3.2. will not violate any law;
- 10.3.3. will not include any racist materials.
- 10.3.4. will not be defamatory or libelous, obscene or contain child pornography;
- 10.3.5. will not contain material linked to terrorist activities;
- 10.3.6. will not include incomplete, false or inaccurate information about User or any other individual; and
- 10.3.7. will not contain any viruses or other computer programming routines that are intended to damage, detrimentally interfere with, intercept or expropriate any system, data or personal information.

10.4. You should read all of the Vanywhere policies, including the Disclaimer, which is incorporated by reference to these Terms and Conditions.

11. FREE TIME FEATURE

11.1. As a Skiller, you will have three possible options to charge for your Services. Each Service will grant you with different benefits:

11.1.1. Up to Five First Minutes Free: at the Skiller's discretion, Skiller may provide its Service for free during up to the first five minutes. Buyers will be charged for the Services provided by Skiller only from the seconds/minutes following the free time period of the Service, determined by the Skiller.

11.1.1.1. Skillers using this option will receive the benefit of having their User profile shown on search results while mentioning in the results that they offer their Services using the 'First Minute Free' option.

11.1.2. No Free Time: Buyers will be charged starting from the first second of the Service being provided.

11.1.2.1. Skillers using this option will not have this option shown in search results, and Buyers will be aware of Skillers offering the 'No Free Time' feature only while visiting the Skiller's profile.

11.1.2.2. The above pricing may change from time to time at Our sole discretion.

12. COMMUNICATION WITH OTHER USERS

12.1. You must not post your email address or other contact information on the Platform, except in the "email" field of the signup form, at Our request or as otherwise permitted by Us on the Platform.

12.2. Unless you have a prior relationship with a User, you must only communicate with Users via the Platform, including by using the Project message board or chat facilities including

Video Chat. Unless We provide a User's contact information through a feature or function available through the Platform, you must not, and must not attempt to, communicate with other Users in respect of Projects through any other means.

- 12.3. We may read all correspondence posted to the Platform and download or access, and test (if necessary), all uploaded files, programs and Platforms related to your use of the Platform for the purpose of investigating fraud and for risk management and related purposes.

13. IDENTITY / KNOW YOUR CUSTOMER

- 13.1. You authorize Us, directly or through third parties, to make any inquiries We consider necessary to validate your identity. You must, at Our request:
 - 13.1.1. Provide further information to Us, which may include your date of birth and other information that will allow Us to reasonably identify you;
 - 13.1.2. take steps to confirm ownership of your email address; or
 - 13.1.3. verify your information against third party databases or through other sources.
- 13.2. You must also, at Our request, provide copies of identification documents (such as your drivers' license). We may also ask you to provide photographic identification holding a sign with a code that We provide as an additional identity verification step.
- 13.3. We reserve the right to close, suspend, or limit access to your Account, the Platform and/or Vanywhere's Services in the event We are unable to obtain or verify to Our satisfaction the information which We request under this section.
- 13.4. If you are not verified by Vanywhere you may not be able to withdraw funds from your Vanywhere account, and other restrictions may apply.
- 13.5. The first step to start using the Platform is to open an account and this process, simple as it is, requires you to enter some personal data such as your first and last name, email and phone number. Additional details, as well as proof of identity may be required of you at any time. Vanywhere will maintain the privacy of all your personal data We collect, including age, occupation or marital status. You may be required to provide the copies of ID, passport and photograph, in accordance with any policies, laws or regulations that require such documents to be delivered.
- 13.6. We collect this information to administer and operate services, prevent fraud, defend Our legal rights and for the purpose of compliance with regulations regarding the services We provide.

14. USER SERVICES; BONUS AND REFERRAL PROGRAMS

- 14.1. Upon the Buyer offering to use Skiller's Services, and the Skiller's acceptance on the Platform, the Buyer and Skiller will be deemed to have entered into a User Contract under which the Buyer agrees to purchase, and the Skiller agrees to deliver the Services. You agree not to enter into any contractual provisions in conflict with the Terms and Conditions.
- 14.2. You are solely responsible for ensuring that you comply with your obligations to other Users. If you do not, you may become liable to that User. You must ensure that you are aware of any domestic laws, international laws, statutes, ordinances and regulations relevant to you as a Buyer or Skiller, or in any other uses you make of the Platform.
- 14.3. If another User breaches any obligation to you, you are solely responsible for enforcing any rights that you may have. For the avoidance of doubt, We have no responsibility for enforcing any rights under a User Contract.

- 14.4. Depending on their jurisdiction, Skillers and Buyers may have rights under statutory warranties that cannot lawfully be excluded. Nothing in these Terms and Conditions is intended to override a right that by applicable law may not be excluded.
- 14.5. Each User acknowledges and agrees that the relationship between Buyers and Skillers is that of an independent contractor. Nothing in these Terms and Conditions creates a partnership, joint venture, agency or employment relationship between Users. Nothing in these Terms and Conditions shall in any way be construed as forming a joint venture, partnership or an employer-employee relationship between Vanywhere and the User.
- 14.6. We may, from time to time, establish internal bonus and referral programs, under which, Users will be entitled to certain bonuses in cash, as shall be determined by Us, for referring new Users to Us.
- 14.7. Any such bonuses will be subject to Our full discretion and on a non-withdrawable basis.
- 14.8. We reserve the right to change the bonuses amounts or to discontinue any such programs at any time.
- 14.9. In any case such bonus/referral program will be abused by any Users/Skillers, We reserve the right to freeze the relevant account and deduct the bonus amount.

15. FUNDS

- 15.1. Payment for the Services is made by Buyers to Us and We transfer it to the Skillers' Accounts in the Platform (minus Our agreed commission). We only facilitate the payment between Users. We shall not be liable for any damages of any kind, arising out of displacement of funds nor for nonpayment for Services.
- 15.2. In addition to payment to Skillers in accordance with each Skiller's standard fees, Buyers may, at their sole discretion, provide Skillers with gratuity (a "tip"), to show their appreciation and gratitude to such Skillers.
- 15.3. Skillers may cash out their Account in the Platform via PayPal or using wire transfers in the event of amount exceeding US\$500.

16. CHARGEBACKS

- 16.1. You acknowledge and agree that We will be entitled to recover chargebacks and reversals that may be imposed on Us by a payment product issuer or third parties (such as payment processors) on funds paid to you by Buyers through the Platform.
- 16.2. You agree that We may reverse any such payments made to you, which are subject to chargeback or reversal instruction via your payment product issuer or third parties (such as payment processors).

17. RIGHT TO REFUSE SERVICE

- 17.1. Without limiting the foregoing, We may close, suspend or limit your access to your Account:
 - 17.1.1. if We determine that you have breached, or are acting in breach of, these Terms and Conditions;
 - 17.1.2. if We determine that you have breached legal liabilities (actual or potential), including infringing someone else's Intellectual Property Rights;
 - 17.1.3. if We determine that you have engaged, or are engaging, in fraudulent, or illegal activities;
 - 17.1.4. if you do not respond to account verification requests;
 - 17.1.5. if you did not complete account verification when requested within 3 months of the date of request;
 - 17.1.6. to manage any risk of loss to Us, a User, or any other person;

- 17.2. If we close your Account due to your breach of these Terms and Conditions, you may also become liable for certain fees as described in these Terms and Conditions.
- 17.3. Without limiting Our other remedies, to the extent you have breached these Terms and Conditions, you must pay Us all fees owed to Us and reimburse Us for all losses and costs and reasonable expenses (including legal fees) related to investigating such breach and collecting such fees.
- 17.4. You acknowledge and agree that:
- 17.4.1. The damages that We will sustain as a result of your breach of these Terms and Conditions will be substantial and will potentially include (without limitation) fines and other related expenses imposed on Us by Our payment processors and Users and that those damages may be extremely difficult and impracticable to ascertain;
- 17.4.2. If you breach these Terms and Conditions, We may fine you up to USD 70,000 per breach and/or We may take legal action against you to recover losses that are in excess of the fine amount;
- 17.4.3. We may release the entire (or part of the) amount of the fine from your Account to Us.
- 17.5. In the event that We close your Account, you will have no claim whatsoever against Us in respect of any such suspension or termination of your Account.

18. DISPUTES WITH USERS

- 18.1. You acknowledge and agree that in the event that a dispute arises between you and another User in relation to any Service that you will first attempt to resolve any differences that you have in relation to such Service, including in relation to the quality of the services provided.
- 18.2. If you continue to have any difficulties or problems in relation to a dispute with another User in relation to a project We encourage you to contact Us as via email at support@vanywhere.com.
- 18.3. You hereby agree and acknowledge that:
- 18.3.1. any dispute arising between you and another User will be handled in accordance with this clause.
- 18.3.2. Vanywhere will have full rights and powers to make a determination for all such disputes.
- 18.3.3. Upon receipt of a dispute, Vanywhere shall have the right to request the Skiller and the Buyer to provide documentation in support of their claim or position in relation to the dispute.
- 18.3.4. Vanywhere has absolute discretion to accept or reject any document provided.
- 18.3.5. Vanywhere is not a judicial or alternative dispute resolution institution and that We will make the determinations only as an ordinary reasonable person.
- 18.3.6. We do not warrant that the documents provided by the parties to the dispute will be true, complete or correct and you agree to indemnify and hold Vanywhere and any of Our affiliates harmless against any damages or liability you may suffer as a result of any documentation or material subsequently being found to be false or misleading.
- 18.3.7. You hereby agree to indemnify Vanywhere from any and all claims, demands, and damages, actual and consequential, of every kind and nature, known and unknown, that is related to disputes with any other Users of the Platform, Our determinations and/or for Other Disputes.

18.4. If you have a dispute with one or more Users, you release Us from claims, demands and damages (actual and consequential) of every kind and nature, known and unknown, arising out of or in any way connected with such disputes.

19. DISPUTES WITH US

19.1. If a dispute arises between you and Vanywhere, Our goal is to address your concerns and, if We are unable to do so to your satisfaction, to provide you with a means of resolving the dispute quickly. We strongly encourage you to first contact Us directly to seek a resolution emailing Us at support@vanywhere.com

19.2. All claims you bring against Vanywhere must be resolved in accordance with the terms of this Agreement. All claims filed or brought contrary to this Agreement shall be considered improperly filed and a breach of this Agreement. Should you file a claim contrary to the terms of this Agreement, Vanywhere may recover its legal fees and costs, provided that Vanywhere has notified you in writing of the improperly filed claim, and you have failed to promptly withdraw the claim.

19.3. If any proceeding by or against you is commenced under any provision of any bankruptcy or insolvency law, vanywhere will be entitled to recover all reasonable costs or expenses (including reasonable legal fees and expenses) incurred in connection with the enforcement of this Agreement.

19.4. Vanywhere's failure to act with respect to a breach by you or others does not waive Our right to act with respect to subsequent or similar breaches.

20. ACCESS AND INTERFERENCE

20.1. You agree that you will not use any robot, spider, scraper or other automated means to access the Vanywhere Platform for any purpose without Our express written permission.

20.2. Additionally, you agree that you will not:

20.2.1. take any action that imposes or may impose (in Our sole discretion, exercised reasonably) an unreasonable or disproportionately large load on Our infrastructure;

20.2.2. interfere with, damage, manipulate, disrupt, disable, modify, overburden, or impair any device, software system or network connected to or used (by you or Us) in relation to the Vanywhere Platform or your Account, or assist any other person to do any of these things, or take any action that imposes, or may impose, in Our discretion, an unreasonable or disproportionately large load on Our infrastructure;

20.2.3. copy, reproduce, modify, create derivative works from, distribute, or publicly display any content (except for your information) from the Platform's without the prior express written permission of Vanywhere and the appropriate third party, as applicable;

20.2.4. interfere or attempt to interfere with the proper working of the Platform's, services or tools, or any activities conducted on or with the Platform's, services or tools.

21. CLOSING YOUR ACCOUNT

21.1. You may close your Account at any time by emailing Us at support@vanywhere.com.

21.2. You will be entitled to close your account in the event that:

21.2.1. You do not have any outstanding listings on the Platform; and

21.2.2. You have resolved any outstanding matters (such as a suspension or restriction on your Account); and

21.2.3. You have paid any outstanding fees owed on the Account.

22. PRIVACY

We use your information as described in the Vanywhere Privacy Policy which is incorporated by reference to this Agreement. If you object to your information being transferred or used in this way then you may not use Our services.

23. INDEMNITY

23.1. You will indemnify Us (and Our officers, directors, agents, subsidiaries, joint venturers and employees) against any claim or demand, including legal fees and costs, made against Us by any third party due to or arising out of your breach of this Agreement, or your infringement of any law or the rights of a third party in the course of using the Vanywhere Platform and Services.

23.2. In addition, We can apply any funds in your Account against any liabilities you owe to Us or loss suffered by Us as a result of your non-performance or breach of these Terms and Conditions.

24. SECURITY

24.1. You must immediately notify Us upon becoming aware of any unauthorized access or any other security breach to the Platform, your Account or the Services offered by Vanywhere and do everything possible to mitigate the unauthorized access or security breach (including preserving evidence and notifying appropriate authorities).

24.2. You are solely responsible for securing your password. We will not be liable for any loss or damage arising from unauthorized access of your account resulting from your failure to secure your password.

24.3. Because User identification on the internet is difficult, We cannot and do not confirm each User's purported identity. We may provide information about a User, such as geographical location, or third party background check or verification of identity or credentials. However, such information is based solely on data that the User submits and we provide such information solely for the convenience of Users and the provision of such information is not an introduction, endorsement or recommendation by Us.

25. LIMITATION OF LIABILITY

25.1. In no event shall we, Our related entities, Our affiliates or staff be liable, whether in contract, warranty, tort (including negligence), or any other form of liability, for:

25.1.1. any indirect, special, incidental or consequential damages that may be incurred by you;

25.1.2. any loss of income, business or profits (whether direct or indirect) that may be incurred by you;

25.1.3. any claim, damage, or loss which may be incurred by you as a result of any of your transactions involving the Platform.

25.2. IN NO EVENT WILL VANYWHERE, ITS AFFILIATES OR THEIR LICENSORS, SERVICE PROVIDERS, EMPLOYEES, AGENTS, OFFICERS OR DIRECTORS BE LIABLE FOR DAMAGES OF ANY KIND, UNDER ANY LEGAL THEORY, ARISING OUT OF OR IN CONNECTION WITH YOUR USE, OR INABILITY TO USE, THE PLATFORM, ANY PLATFORMS LINKED TO IT, ANY CONTENT ON THE PLATFORM OR SUCH OTHER PLATFORMS OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE PLATFORM OR SUCH OTHER PLATFORMS, INCLUDING ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO, PERSONAL INJURY, PAIN AND SUFFERING, EMOTIONAL DISTRESS, LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF GOODWILL, LOSS OF DATA, AND

WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT OR OTHERWISE, EVEN IF FORESEEABLE.

25.3. IN NO EVENT WILL VANYWHERE, ITS AFFILIATES OR THEIR LICENSORS, EMPLOYEES, AGENTS, OFFICERS OR DIRECTORS BE LIABLE FOR DAMAGES OF ANY KIND, ARISING OUT OF ANY MISUSE, BAD ADVICE OR ANY OTHER INFORMATION PROVIDED BY A SKILLER. WE DO NOT VET SKILLERS NOR DOES THE FACT THAT A SKILLER IS PRESENT ON THE PLATFORM MEAN WE ENDORSE THE SKILLER OR PERFORMED CHECKS ON THE SKILLER SUCH THAT WILL PROVE THE SKILLER IS QUALIFIED TO PERFORM THE SERVICES THE SKILLER PROVIDES.

26. MISCELLANEOUS

- 26.1. You and We agree that you and We will only be permitted to bring claims against the other only on an individual basis and not as a plaintiff or class member in any purported class or representative action or proceeding. Unless both you and We agree otherwise, the arbitrator may not consolidate or join more than one person's or party's claims and may not otherwise preside over any form of a consolidated, representative, or class proceeding. In addition, the arbitrator may award relief (including monetary, injunctive, and declaratory relief) only in favour of the individual party seeking relief and only to the extent necessary to provide relief necessitated by that party's individual claim(s). Any relief awarded cannot affect other Users.
- 26.2. Legal notices must be served on Vanywhere (in the case of Vanywhere) or to the email address you provide to Vanywhere during the registration process (in your case). Alternatively, We may give you legal notice by mail to the address provided by you during the registration process. In such case, notice will be deemed given three days after the date of mailing.
- 26.3. Any notices to Vanywhere must be given by registered ordinary post.
- 26.4. This Agreement will be governed in all respects by the laws of Delaware. We encourage you to try and resolve disputes using certified mediation (such as online Dispute Resolution Processes). If a dispute cannot be resolved then you and Vanywhere irrevocably submit to the non-exclusive jurisdiction of the courts of Delaware.
- 26.5. The provisions of these Terms and Conditions are severable, and if any provision of these Terms and Conditions is held to be invalid or unenforceable, such provision may be removed and the remaining provisions will be enforced. This Agreement may be assigned by Us to an associated entity at any time, or to a third party without your consent in the event of a sale or other transfer of some or all of Our assets. In the event of any sale or transfer you will remain bound by these Terms and Conditions.
- 26.6. Headings are for reference purposes only and in no way define, limit, construe or describe the scope or extent of such section.
- 26.7. Our failure to act with respect to an anticipated or actual breach by you or others does not waive Our right to act with respect to subsequent or similar breaches. Nothing in this section shall exclude or restrict your liability arising out of fraud or fraudulent misrepresentation.
- 26.8. You consent to receive notices and information from Us in respect of the Platform and Services by electronic communication. You may withdraw this consent at any time, but if you do so We may choose to suspend or close your Account.
- 26.9. You hereby acknowledge that you have read all relevant documents on the Vanywhere Platform, including but not limited to the Privacy Policy, and Risk Disclaimer, and understood all the risks involved, and you accept the terms of this agreement.

26.10. If you have any questions about these Terms and Conditions or if you wish to report breaches of these Terms and Conditions, please contact Us by emailing Us at support@vanywhere.com.

VANYWHERE PRIVACY POLICY

This privacy policy governs the terms by which Vanywhere, Inc. hereinafter “**Vanywhere**”, “**Vany**”, “**We**”, “**Us**”) will use information it collects from the users (“**You**”, “**User**”) of the Platform operated by Vanywhere.

Vanywhere values your privacy. We understand the importance you place on the protection of your privacy on the Internet, and We want you to feel as comfortable as possible visiting our Platform and using its information and services. This Privacy Policy will tell you what information We collect, how We protect it and what choices you have about how that information is used.

1. INFORMATION DISCLOSURE TO THIRD PARTIES

- a. Except as set forth in this Privacy Policy, We will not disclose to third parties any information We gather from you which could be used to identify or contact you (“**Personal Information**”). Any Personal Information provided to entities affiliated with Vanywhere will be treated in accordance with the terms of this Privacy Policy, unless you are otherwise notified. In the following limited circumstances, We may release Personal Information to third parties: To comply with applicable legal requirements such as a law, regulation, search warrant, subpoena, discovery request, or court order. We also provide Personal Information to our vendors and suppliers (collectively, “**Vendors**”) when it is necessary for them to provide Us with products and services related to the better operation and maintenance of Our Site. We will attempt to require that each of these Vendors do not further use or disclose your Personal Information for any purpose other than providing us or you with products and services. We cannot guarantee their compliance with these restrictions.
- b. We may provide third parties with information about you, provided that such information will not enable or allow them to identify you or to contact you (“**Aggregate Information**”). For example, We may provide third parties with information regarding the number of Users of our Platform and regarding the services they use.
- c. Vanywhere does not share any of your personal information with any person or entity, other than as set out in this policy. No other third party receives your personal information or other transactional data except for approximate location / geo-location information when you use our services and those with whom you have transactions and share that information. The information We collect is used to improve the content of our web site, used to notify consumers about updates to our web site and for communications, such as customer service.
- d. Communications: We may send you a welcome email to verify your account and other transactional emails for operational purposes, such as billing, account management, or system maintenance. You may only stop those emails by terminating your account. We may also send you promotions, product announcements, surveys, newsletters, developer updates, product evaluations, and event information or other marketing or commercial e-mails. You can opt out of receiving these email communications from Vanywhere at any time by unsubscribing using the unsubscribe link within each email, updating your e-mail preferences on your Vanywhere account or emailing Us to have your contact information removed from our email list or registration database
- e. Marketing: You agree that We may use your personal information to tell you about our services and tools, deliver targeted marketing and promotional offers based on your communication preferences, and customize measure and improve our advertising. You can unsubscribe from emails at any time by clicking the unsubscribe link contained in the email.

- f. We do not rent, sell, or share Personal Information about you with other people or non-affiliated companies for marketing purposes (including direct marketing purposes) without your permission. We may use and share Non-Personal Information for our marketing purposes, including, without limitation, marketing on other Platforms. For example, We may use the information to control the number of times you have seen an ad, deliver ads tailored to your interests, and measure the effectiveness of ad campaigns. You can prevent Us from tailoring our ads to you on other Platforms by deleting your cookies (see below).

2. SECURITY

Vanywhere uses a variety of multi-level security measures to protect against unauthorized access, alteration, disclosure, destruction or loss of a members personal data under our control. The measures include conventional physical security, firewalls, data encryption, passwords and backup copies.

3. OPT-OUT POLICY

Vanywhere enables you to remove your personal information from our mailing list and to stop receiving future communication from Us, by e-mailing Us and notifying of your intention to opt-out.

4. CORRECTING & UPDATING YOUR INFORMATION

Vanywhrere allows you to view the information you provided during registration and to alter any data, inaccuracies or errors.

5. PERSONAL INFORMATION COLLECTED

- a. We store/reserve information about you in the following ways:
- b. *Voluntarily Provided Information.* When you register as a User of Vanywhere, you voluntarily provide information about yourself and you may provide information on behalf of any entity. If you completed the registration on behalf of a certain entity, you represent to Us that you were authorized by that entity to give Us consent to use the submitted information. We will continue to use that information in accordance with this Privacy Policy, unless you or such entity notify us to the contrary.
- c. We also collect other information that you voluntarily provide to use, e.g., through responses to surveys, questionnaires, and the like.
- d. *IP Address.* We store the Internet Protocol (IP) address of your computer when you visit our Platform. This information is only used to create broad demographic summaries of where our Users come from, e.g., We know what percentage of Users come from Europe or Africa. Our use of the IP addresses, however, does not identify the actual Users of the site.

6. INTERNAL USE OF PERSONAL/PRIVATE INFORMATION

- a. We may use your registration information and other voluntarily submitted information, including Personal Information, in the following ways: (a) to enable Us to verify User credentials in order to maintain reasonable security; (b) to provide our developers with information that is useful in developing new features and services for our Users; (c) to allow Us to potentially vary advertising based on User preference, usage preferences and demographics; (d) to enable Us to develop and improve the features, content, and services available; (e) to contact you regarding new features, topic-based news alerts, products and service buying opportunities.
- b. Internally, We use Aggregate Information in a number of ways to improve our services, our Platform and its content.

- c. Privacy as it applies to the Internet is a dynamic, rapidly developing area. In the future We may change this Privacy Policy at any time by posting revisions to our Platform. Your use of our Platform and of our services constitutes acceptance of the provisions of this Privacy Policy and your continued usage after such changes are posted constitutes acceptance of each revised version of the Privacy Policy. If you do not agree to the terms of this Privacy Policy or any revised version thereof, please exit the Platform immediately.

7. COOKIES

- a. Cookies are pieces of data assigned by a web server that uniquely identify the browser on your PC. Vanywhere uses cookies called "persistent" cookies to enable the site to remember you on subsequent visits, speeding up or enhancing your experience of services or functions offered. Cookies also enable our systems to gather information about your navigational patterns through the site. You have the option to disable cookies at any time through your browsers. We may also store your Platform activity in cookies which may be used by third party vendors, including Google, to serve ads based on your behavior on our Platform.
- b. The third party vendors (e.g. Google Analytics) may receive and record non-personal information from cookies, server logs, and similar technology from your browser or mobile device, including your IP address. You may opt out of Google's use of cookies by visiting the Google advertising opt-out page.
- c. If you access our Services with your login credentials from a social networking site (e.g., Facebook or Twitter) or if you otherwise agree to associate your Vanywhere account with a social networking account, We may receive personal information about you from such social networking site, in accordance with the terms of use and privacy policy of the social networking site. For example, Facebook may share with Us your friend list, birthday, information about the interests of you or your friends or other personal information, in order to help Us establish your account, tailor services to you and find other current or potential site Users that you know. We may add this information to the information We have already collected from you via other aspects of the Site. You are also subject to the social networking site's terms of use and privacy policy.

8. UPDATING YOUR INFORMATION

- a. We take steps to ensure that the personal information We collect is accurate and up to date, and We provide you with the opportunity to update your information through your account profile settings. In the event that you believe your information is in any way incorrect or inaccurate, please let Us know immediately. We will make sure We investigate the matter and correct any inaccuracies as quickly as possible where necessary or give you ways to update it quickly or to delete it - unless We have to keep that information for legitimate business or legal purposes. When updating your personal information, We may ask you to verify your identity before We can act on your request. If for any reason you have a problem with deleting your personal information please contact Vanywhere's Customer Support and We will make reasonable efforts to delete any such information pursuant to any applicable privacy laws.
- b. You can review and change your personal information by logging into the Site and visiting your account profile page.
- c. You may also send Us an e-mail at support@vanywhere.com to request access to, correct or delete any personal information that you have provided to Us. We cannot delete your personal information except by also deleting your User account. We may not accommodate a request to change information if We believe the change would violate any law or legal requirement or cause the information to be incorrect.

- d. If you delete your User Generated Content (“UGC”), as defined in the Vanywhere Terms and Conditions, from the Site, copies of your UGC may remain viewable in cached and archived pages, or might have been copied or stored by other Site Users. Proper access and use of information provided on the Site, including UGC, is governed by our Terms and Conditions.

9. CHANGES TO PRIVACY POLICY

- a. We reserve the right to change this policy at any time, so please re-visit this page frequently.
- b. Changes to this privacy policy are effective as of the stated "Last Update" and your continued use of the Site on or after the Last Update date will constitute acceptance of, and agreement to be bound by, those changes.

10. DISCLAIMER

The Platform, operated by Vanywhere is a dynamic time-sensitive Platform. As such, information on the Platform will change frequently. It is possible that some information could be considered offensive, harmful, inaccurate or misleading or mislabeled or deceptively labelled accidentally by Us or accidentally or purposefully by a third party.

Information on the Platform may contain general information about legal, financial, health and other matters. The information is not advice, and should not be treated as such. You must not rely on the information on the Platform as an alternative to professional advice. If you have specific questions about any matter you should consult your professional adviser.

We provide unmonitored access to third party content, including User feedback and articles with original content and opinions (or links to such third party content). We only act as a portal and have no liability based on, or related to, third party content on the Platform, whether arising under the laws of copyright or other intellectual property, defamation, libel, privacy, obscenity, or any other legal discipline.

The Platform may contain links to other third party Platforms. We do not control the Platforms to which We link from the Platform. We do not endorse the content, products, services, practices, policies or performance of the Platforms We link to from the Platform. Use of third party content, links to third party content and/or Platforms is at your risk.

Vanywhere does not Vet Skillers nor do We verify their Services. Our services, the Platform and all content on it are provided on an 'as is', 'with all faults' and 'as available' basis and without warranties of any kind either express or implied. Services on the Platform are offered by third party service providers. Without limiting the foregoing, We make no representation or warranty about:

- i. the Platform or any services provided by Skillers or Vanywhere’s services;
- ii. the accuracy, reliability, availability, veracity, timeliness or content of the Platform or any services provided by Skillers or Vanywhere’s services;
- iii. whether the Platform or services provided by Skillers or Vanywhere’s services will be up-to-date, uninterrupted, secure, error-free or non-misleading;
- iv. whether defects in the Platform will be corrected;
- v. whether the Platform, the services provided by Skillers or Vanywhere’s services or any data, content or material will be backed up or whether business continuity arrangements are in place in respect of the Platform, services provided by Skillers or Vanywhere’s services;
- vi. any third party agreements or any guarantee of business gained by you through the Platform, services provided by Skillers or Vanywhere’s services or Us; or

- vii. the Platform, services provided by Skillers or Vanywhere's services or infrastructure on which they are based, being error or malicious code free, secure, confidential or performing at any particular standard or having any particular function.

IN NO EVENT WILL VANYWHERE, ITS AFFILIATES OR THEIR LICENSORS, EMPLOYEES, AGENTS, OFFICERS OR DIRECTORS BE LIABLE FOR DAMAGES OF ANY KIND, UNDER ANY LEGAL THEORY, ARISING OUT OF OR IN CONNECTION WITH YOUR USE, OR INABILITY TO USE, THE PLATFORM, ANY PLATFORMS LINKED TO IT, ANY CONTENT ON THE PLATFORM OR SUCH OTHER PLATFORMS OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE PLATFORM OR SUCH OTHER PLATFORMS, INCLUDING ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO, PERSONAL INJURY, PAIN AND SUFFERING, EMOTIONAL DISTRESS, LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF GOODWILL, LOSS OF DATA, AND WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT OR OTHERWISE, EVEN IF FORESEEABLE.

To the extent permitted by law, We specifically disclaim any implied warranties of title, merchantability, fitness for a particular purpose, quality, suitability and non-infringement.