

TERMS AND CONDITIONS

Last Updated: 2016

CONTRACTUAL RELATIONSHIP

These Terms of Use ("*Terms*") govern the access or use by you, within the United States and its territories and possessions of applications, websites, content, products, and services ("*Services*") made available HEREIN by FONZEES, LLC. (The company). PLEASE READ THESE TERMS CAREFULLY BEFORE ACCESSING OR USING THE SERVICES.

Your access and use of the Services constitutes your agreement to be bound by these Terms, which establishes a contractual relationship between you and the Company . If you do not agree to these Terms, you may not access or use the Services. These Terms expressly supersede prior agreements or arrangements with you. The Company may, for any reason, immediately and at any time, terminate these Terms or any Services with respect to you, or generally cease offering or deny access to the Services or any portion thereof.

These terms and conditions may be amended from time to time which shall be effective upon posting on this site and shall supercede any prior terms and conditions for access or of the site or services after such posting occurs.. Your continued access or use of the Services after such posting constitutes your consent to be bound by the Terms, as amended.

Our collection and use of personal information in connection with the Services is as provided in the Company's Privacy Policy located at www.fonzees.com.

DEFINITIONS:

FONZEES, LLC.: Is a brokerage service that brings persons together for the completion of chores, tasks, and errands. Fonzees, LLC. does not employ any Fonzees and shall not be held liable for their work or actions. Fonzees, LLC. does not guarantee the chores or posts of the Fonzers to be accurate in their description. Fonzees, LLC. will not be a mediator between Fonzers and Fonzees.

FONZEE: A service provider that completes chores on an as needed basis. They are responsible for completing the chore, designated by the Fonzer, to the satisfaction of the Fonzer. A Fonzee is an independent contractor that take sole responsibility for their actions. They are not a representative, employee, nor a subcontractor of Fonzee, LLC. They are users of the service entity.

FONZER: A person that requires a chore to be completed and has paid for said chore. A Fonzer is responsible to verify that the chore is competed satisfactorily before submitting final payment. Fonzers are not customers of Fonzees, LLC , they are using a service entity.

CHORE: A task, errand or job to be completed usually on a temporary basis: ie, painting a shed, mowing a yard, raking leaves, shoveling snow.

SERVICES PROVIDED

The Services provided herein constitute a technology platform that enables users of the Company's mobile applications or websites provided as part of the Services to arrange and schedule services with third party providers of such services. The Services are made available solely for your personal use. YOU ACKNOWLEDGE THAT FONZEES, LLC DOES NOT PROVIDE SERVICES OR FUNCTION AS A SERVICE PROVIDER AND IS MERELY A FACILITATOR BETWEEN FONZERS AND FONZEES.

LIMITED NON EXCLUSIVE LICENSE.

Subject to your compliance with these Terms, The Company grants you a limited, non-exclusive, revocable, non-transferrable license to: (i) access and use the Applications on your personal device solely in connection with your use of the Services; and (ii) access and use any content, information and related materials that may be made available through the Services, in each case solely for your personal use. Any rights not expressly granted herein are reserved by the Company.

RESTRICTIONS.

You may not: (i) remove any copyright, trademark or other proprietary notices from any portion of the Services; (ii) reproduce, modify, prepare derivative works based upon, distribute, license, lease, sell, resell, transfer, publicly display, publicly perform, transmit, stream, broadcast or otherwise exploit the Services except as expressly permitted by the Company; (iii) copy, reverse engineer or disassemble the Services except as may be permitted by applicable law; (iv) link to, mirror or frame any portion of the Services; (v) cause or launch any programs or scripts for the purpose of scraping, indexing, surveying, or otherwise data mining any portion of the Services or unduly burdening or hindering the operation and/or functionality of any aspect of the Services; or (vi) attempt to gain unauthorized access to or impair any aspect of the Services or its related systems or networks.

OWNERSHIP.

The Services and all rights therein are and shall remain the property of the Company. Neither these Terms nor your use of the Services convey or grant to you any rights: (i) in or related to the Services except for the limited license granted above; or (ii) to use or reference in any manner the Company's company name, logos, product and service names, trademarks or services marks.

YOUR USE OF THE SERVICES

USER ACCOUNTS.

In order to use most aspects of the Services as a Fonzee/Fonzer , you must register for and maintain an active personal user Services account ("*Account*"). You must be at least 18 years of age, or the age of legal majority in your jurisdiction (if different than 18), to obtain an Account. Account registration requires you to submit to the Company's personal information, such as your name, address, mobile phone number and age, as well as at least one valid payment method (either a credit card or accepted payment partner). You agree to maintain accurate, complete, and up-to-date information in your Account. Your failure to maintain accurate, complete, and up-to-date Account information, including having an invalid or expired payment method on file, may result in your inability to access and use the Services or the Company's termination of this Agreement with you. You are responsible for all activity that occurs under your Account, and you agree to maintain the security and secrecy of your Account username and password at all times.

USER REQUIREMENTS AND CONDUCT.

The Service is not available for use by persons under the age of 18. You may not authorize third parties to use your Account. You may not assign or otherwise transfer your Account to any other person or entity. You agree to comply with all applicable laws when using the Services, and you may

only use the Services for lawful purposes. You will not in your use of the Services cause nuisance, annoyance, inconvenience, or property damage, whether to the Third Party Provider or any other party. In certain instances you may be asked to provide proof of identity to access or use the Services, and you agree that you may be denied access to or use of the Services if you refuse to provide proof of identity.

TEXT MESSAGING.

By creating an Account, you agree that the Services may send you informational text (SMS) messages as part of the normal business operation of your use of the Services. You may opt-out of receiving text (SMS) messages from the Company at any time by .
You acknowledge that opting out of receiving text (SMS) messages may impact your use of the Services.

USER PROVIDED CONTENT.

The Company may allow or solicit user comments or ratings of the service or service providers or service users. Such content once provided shall become the property of The Company and may be utilized and published by The Company on the site or applications as the Company may choose. You agree to not provide User Content that is defamatory, libelous, hateful, violent, obscene, pornographic, unlawful, or otherwise offensive, as determined by the Company in its sole discretion, whether or not such material may be protected by law. The Company may, but shall not be obligated to, review, monitor, or remove User Content, at the Company's sole discretion and at any time and for any reason, without notice to you.

NETWORK ACCESS AND DEVICES.

You are responsible for obtaining the data network access necessary to use the Services. Your mobile network's data and messaging rates and fees may apply if you access or use the Services from a wireless-enabled device. You are responsible for acquiring and updating compatible hardware or devices necessary to access and use the Services and Applications and any updates thereto. The Company does not guarantee that the Services, or any portion thereof, will function on any particular hardware or devices. In addition, the Services may be subject to malfunctions and delays inherent in the use of the Internet and electronic communications.

FONZER'S USE OF SERVICES:

FONZEE'S USE OF SERVICES:

PAYMENT

You understand that use of the Services may result in charges to you for the services or goods you receive from a Third Party Provider ("*Charges*"). After you have received services or goods obtained through your use of the Service, The Company will facilitate, through the services platform, your payment of the applicable Charges on behalf of the Third Party Provider, through Braintree a Paypal company. as such Third Party Provider's limited payment collection agent. Payment of the Charges in such manner shall be considered the same as payment made directly by you to the Third Party

Provider. Charges will be inclusive of applicable taxes where required by law. Charges paid by you are final and non-refundable.

All Charges are due immediately upon completion of the chore and payment will be facilitated by the Company using the preferred payment method designated in your Account, after which the Company will send you a receipt by email. If your primary Account payment method is determined to be expired, invalid or otherwise not able to be charged, you agree that the Company may, as the Third Party Provider's limited payment collection agent, use a secondary payment method in your Account, if available.

You may elect to cancel your request for services or goods from a Third Party Provider at any time prior to such Third Party Provider's arrival, in which case you may be charged a cancellation fee. This payment structure is intended to fully compensate the Third Party Provider for the services or goods provided. You understand and agree that, while you are free to provide additional payment as a gratuity to any Third Party Provider who provides you with services or goods obtained through the Service, you are under no obligation to do so. Gratuities are voluntary. After you have received services or goods obtained through the Service, you will have the opportunity to rate your experience and leave additional feedback about your Third Party Provider.

Upon payment of the chore, the Company shall deduct a fee of 15% which shall be remitted to the Company. Such payments are non-refundable. In addition to such payments you may also be charged a fee by your payment provider.

DISCLAIMERS; LIMITATION OF LIABILITY; INDEMNITY.

DISCLAIMER.

THE SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE." THE COMPANY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS, IMPLIED, OR STATUTORY, NOT EXPRESSLY SET OUT IN THESE TERMS, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. IN ADDITION, THE COMPANY MAKES NO REPRESENTATION, WARRANTY, OR GUARANTEE REGARDING THE RELIABILITY, TIMELINESS, QUALITY, SUITABILITY, OR AVAILABILITY OF THE SERVICES OR ANY SERVICES OR GOODS REQUESTED THROUGH THE USE OF THE SERVICES, OR THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE. THE COMPANY DOES NOT GUARANTEE THE QUALITY, SUITABILITY, SAFETY OR ABILITY OF THIRD PARTY PROVIDERS AND YOU THE SERVICE USER UNDERSTAND AND AGREE THAT THE COMPANY HAS NOT VETED THE SERVICE PROVIDER AND THAT YOU DO NOT HOLD THE COMPANY RESPONSIBLE FOR DOING SO. YOU AGREE THAT THE ENTIRE RISK ARISING OUT OF YOUR USE OF THE SERVICES, AND ANY SERVICE OR GOOD REQUESTED IN CONNECTION THEREWITH, OR EMPLOYMENT OF A SERVICE PROVIDER REGISTERED ON THE SERVICE REMAINS SOLELY WITH YOU, TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW.

LIMITATION OF LIABILITY.

THE COMPANY SHALL NOT BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, LOST DATA, PERSONAL INJURY, OR PROPERTY DAMAGE RELATED TO, IN CONNECTION WITH, OR OTHERWISE RESULTING FROM ANY USE OF THE SERVICES, EVEN IF THE COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE COMPANY SHALL NOT BE LIABLE FOR ANY DAMAGES, LIABILITY OR LOSSES ARISING OUT OF: (i) YOUR USE OF OR

RELIANCE ON THE SERVICES OR YOUR INABILITY TO ACCESS OR USE THE SERVICES; OR (ii) ANY TRANSACTION OR RELATIONSHIP BETWEEN YOU AND ANY THIRD PARTY PROVIDER, EVEN IF THE COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE COMPANY SHALL NOT BE LIABLE FOR DELAY OR FAILURE IN PERFORMANCE. YOU AGREE THAT IT SHALL BE YOUR RESPONSIBILITY TO ENSURE THAT ANY SERVICE PROVIDER IS PROPERLY LICENSED TO PERFORM THE SERVICE THAT YOU ARE REQUESTING AND THAT THE COMPANY SHALL HAVE NO RESPONSIBILITY OR LIABILITY IN THIS REGARD. IN NO EVENT SHALL THE COMPANY'S TOTAL LIABILITY TO YOU IN CONNECTION WITH THE SERVICES FOR ALL DAMAGES, LOSSES AND CAUSES OF ACTION EXCEED FIVE HUNDRED U.S. DOLLARS (US \$500). SERVICES MAY BE USED BY YOU TO REQUEST AND SCHEDULE SERVICES WITH THIRD PARTY PROVIDERS REGISTERED ON THE COMPANY'S SITE, BUT YOU AGREE THAT THE COMPANY HAS NO RESPONSIBILITY OR LIABILITY TO YOU RELATED TO ANY SERVICES PROVIDED TO YOU BY THIRD PARTY PROVIDERS OR ANY CLAIMS ARISING FROM OR OUT OF SAID SERVICES OTHER THAN AS EXPRESSLY SET FORTH IN THESE TERMS. THE LIMITATIONS AND DISCLAIMER IN THIS SECTION DO NOT PURPORT TO LIMIT LIABILITY OR ALTER YOUR RIGHTS AS A CONSUMER THAT CANNOT BE EXCLUDED UNDER APPLICABLE LAW.

INDEMNITY.

You agree to indemnify and hold THE COMPANY and its officers, directors, employees, and agents harmless from any and all claims, demands, losses, liabilities, and expenses (including attorneys' fees), arising out of or in connection with: (i) your use of the Services or services or goods obtained through your use of the Services; (ii) your breach or violation of any of these Terms; (iii) THE COMPANY'S use of your User Content; or (iv) your violation of the rights of any third party, including Third Party Providers.

DISPUTE RESOLUTION

ARBITRATION.

You agree that any dispute, claim or controversy arising out of or relating to these Terms or the breach, termination, enforcement, interpretation or validity thereof or the use of the Services (collectively, "*Disputes*") will be settled by binding arbitration between you and THE COMPANY, except that each party retains the right to bring an individual action in small claims court and the right to seek injunctive or other equitable relief in a court of competent jurisdiction to prevent the actual or threatened infringement, misappropriation or violation of a party's copyrights, trademarks, trade secrets, patents or other intellectual property rights. You acknowledge and agree that you and THE COMPANY are each waiving the right to a trial by jury or to participate as a plaintiff or class in any purported class action or representative proceeding. Further, unless both you and THE COMPANY otherwise agree in writing, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of any class or representative proceeding. If this specific paragraph is held unenforceable, then the entirety of this "Dispute Resolution" section will be deemed void. Except as provided in the preceding sentence, this "Dispute Resolution" section will survive any termination of these Terms.

The arbitration will be administered by the American Arbitration Association ("*AAA*") in accordance with the Commercial Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes (the "*AAA Rules*") then in effect, except as modified by this "Dispute Resolution" section.

Unless you and THE COMPANY otherwise agree, the arbitration will be conducted in the Manatee or Sarasota County, Florida.

The prevailing party in arbitration will be entitled to an award of attorneys' fees and expenses, to the extent provided under applicable law.

LITIGATION.

Any litigation concerning this agreement or connected herewith shall be filed and heard solely in Manatee County, Florida. The prevailing party in any litigation shall be entitled to reasonable costs and attorney fees.

7. OTHER PROVISIONS

CHOICE OF LAW.

These Terms are governed by and construed in accordance with the laws of the State of Florida, U.S.A., without giving effect to any conflict of law principles.

CLAIMS OF COPYRIGHT INFRINGEMENT.

Claims of copyright infringement should be sent to THE COMPANY'S' designated agent. Please visit THE COMPANY'S web page at www.fonzees.com for the designated address and additional information.

NOTICE.

The Company may give notice by means of a general notice on the Services, electronic mail to your email address in your Account, or by written communication sent by first class mail or pre-paid post to your address in your Account. Such notice shall be deemed to have been given upon the expiration of 48 hours after mailing or posting (if sent by first class mail or pre-paid post) or 12 hours after sending (if sent by email). You may give notice to THE COMPANY, with such notice deemed given when received by THE COMPANY, at any time by first class mail or pre-paid post to

AMENDMENT OF TERMS AND CONDITIONS: These terms and conditions may be amended by the Company at any time.