

## **We-Go Assemble Terms and Conditions of Use**

These Terms of Service (the “Agreement” or “Terms”) contain the terms and conditions under which you may make use of the We-Go Assemble Site at <https://www.wegoassemble.com/> and /or the services that we make available to you. These terms constitute a legal agreement between you (“you” or “user”) and We-Go Assemble, Corp, which operates the We-Go Assemble Services, hereinafter referred to as “We-Go Assemble,” “we” or “us”), and, they govern your access and use of the website, content, products, and services (the “Site” “Services” “Platform”), made available to you either as a Client or as an Assembler.

These Terms together with the privacy policy available at (“Privacy Policy”), limited warranty available at (“Limited Warranty”), and other additional agreements referred to and/or linked herein, all of which are incorporated herein by reference, are, collectively, the “Agreement.”

Please, read these Terms and any additional terms applicable to your use of the Site or the Services before using it. By accessing or using the Services either as a registered user or not, you confirm your agreement to be bound by these Terms. These Terms expressly supersede prior agreements or arrangements with you regarding the use of the Services.

**IMPORTANT ARBITRATION NOTICE:** THESE TERMS CONTAIN DISCLAIMERS OF WARRANTIES AND LIMITATIONS OF LIABILITIES INCLUDING ARBITRATION AND CLASS ACTION WAIVER PROVISIONS THAT WAIVE YOUR RIGHT TO A COURT HEARING, RIGHT TO A JURY TRIAL, AND RIGHT TO PARTICIPATE IN A CLASS ACTION. ARBITRATION IS MANDATORY AND IS THE EXCLUSIVE REMEDY FOR ANY AND ALL DISPUTES ARISING OUT OF YOUR USE OF OUR SERVICE UNLESS TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAWS. BY ENTERING THIS AGREEMENT, YOU EXPRESSLY ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND ALL OF THE TERMS OF THIS AGREEMENT AND HAVE TAKEN THE TIME TO CONSIDER THE CONSEQUENCES OF THIS IMPORTANT DECISION.

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

### **1. Description of Services and platform**

We-Go Assemble provides an online venue to help Clients access a network of trained and pre-screened independent third-party Service Providers (“Assembler”), and/or other Assembling related services. Subject to the terms herein, we provide other site services to both Clients and Assemblers (both “users”), including hosting and maintaining the Services, facilitating the formation of booking and Service schedules, and assisting users in resolving disputes which may arise in connection with these services made available on the platform.

We provide information and tools to help Clients and Assemblers make more decisions such as our safety resources and guides. We-Go Assemble pre-screens Assemblers with a background check to make sure that the Assemblers have real assembling experience and are who they claim they are. However, we do not guarantee, nor do we warrant or represent, that the information displayed on the platform about an Assembler is accurate or that it belongs to the Assembler who supplied it.

We-Go Assemble is not responsible for any non-performance or breach of any contract entered into between users of this service. We-Go Assemble cannot and does not guarantee that the concerned user(s) will perform any transaction concluded through the platform.

You understand and acknowledge that you are solely responsible for the capability of the electronic devices and the internet connection, you chose to run the Platform. The Platform's operation or the Services on your electronic device is subject to the availability of hardware, software specifications, internet connection, and other features and specifications, required from time to time.

We-Go Assemble does not make any representation or warranty as to the item-specifics (such as legal title, skills, identity, etc.) of any of its users. You release and indemnify We-Go Assemble and/or any of its officers and representatives from any cost, damage, liability, or other consequence of any of the actions of the Users of the Service and specifically waive any claims that you may have on this behalf under any applicable law.

We also partnered with Stripe, Inc., ("Stripe"), a third-party digital payment company that facilitates the payment of Assemblers by Clients on our platform via debit card or credit card. These payment processing services are not provided by We-Go Assemble but by Stripe and are subject to Stripe's service terms. You, therefore, authorize We-Go Assemble to share certain information about you with Stripe for the purpose of processing payments and other related services. We do not assume any liability for any payment you make through the service, and all such charges paid by you for any service on the We-Go Assemble platform are non-refundable unless otherwise determined by We-Go Assemble.

### **1.1 Relationship with We-Go Assemble**

You acknowledge, agree, and understand that we-go assemble is not a party to the relationship or any dealings between users of the service. We do not provide assembling services, and we are not the employer of any third-party assembler. You acknowledge that we do not supervise, direct, or control an Assembler's work or Services performed in any manner. An Assembler provides services to you as an independent contractor and not as an employee, joint venture, partner, agent, or franchisee of We-Go Assemble for any purpose whatsoever.

We merely make the Services available to enable Clients looking for Assembling services to connect with pre-screened Assemblers. We-Go Assemble does not select appointments for Assemblers, and neither does We-Go Assemble select Assemblers for Clients. Through the Services, Clients will be notified of Assemblers around them who are available to offer the services they seek; at all times. However, Users are responsible for evaluating and determining the suitability of any service, Client, or Assembler on their own.

Users are solely responsible for determining the suitability of other users for a service and the performance of such service. Although we perform background checks on our Assemblers, we do not make any representations about or guarantee the truth or accuracy of any user's claim or other User

Content on the Service. We make no representations nor guarantees about an Assembler, and you agree not to hold us responsible for, the quality, safety, or legality of an Assembler; the qualifications, background, or identities of Users; and the ability of an Assembler to deliver the required Services.

You also acknowledge, agree, and understand that Assemblers are solely responsible for determining, and have the sole right to decide which appointment to accept; the time, place, manner, price, and best means of providing the Services. As an Assembler, you further acknowledge, agree, and understand that:

- (i) you are not an employee of We-Go Assemble, and you are not eligible for any of the rights or benefits of employment (including unemployment and/or workers' compensation insurance);
- (ii) We-Go Assemble will not have any liability or obligations, including under or related to Service Agreements and/or We-Go Assemble Services for any acts or omissions by you or other Users;
- (iii) We-Go Assemble does not, in any way, supervise, direct, or control any user; does not impose quality standards or a deadline for completion of any Services; and does not dictate the performance, methods, or process used to perform services;
- (iv) You are free to determine when and if to accept an appointment, including the days worked and time periods of work. We-Go Assemble does not set or have any control over your work hours, work schedules, or work location; and,
- (v) We-Go Assemble does not provide Assembler with training or any equipment, labor, tools, or materials related to providing the service.

## **1.2 Confidential Information**

Users may agree to any terms they deem appropriate with respect to the confidentiality of their dealing. To the extent a Client provides Confidential Information to the other, the recipient will protect the secrecy of the discloser's Confidential Information with the same degree of care as it uses to protect its own Confidential Information, but in no event with less than due care, and will: (a) not disclose or permit others to disclose another's Confidential Information to anyone without first obtaining the express written consent of the owner of the Confidential Information; (b) not use or permit the use of another's Confidential Information, except as necessary for the performance of the Services and (c) limit access to another's Confidential Information to its personnel who need to know such information for the performance of the requested Services.

## **2. We-Go Assemble accounts: registration and acceptance**

Account types: In order to access and use most aspects of the Services, you must register for and maintain a user account ("Account"), either as an "Assembler" or a "Client" ("Client Account," or "Assembler Account"). Subject to the Terms herein, certain portions of the platform are available to Site Visitors, including those portions before the creation of an account.

As described above herein in this section, We-Go Assemble offers two types of accounts. You agree not to have or register for more than one Account without express written permission from us. We reserve the right to revoke the privileges of the Account or access to or use of the Services, and those of any and all linked Accounts without warning if, in our sole discretion, false or misleading information has been provided in creating, marketing, or maintaining your Profile or Account.

Eligibility: We-Go Assemble offers the Services for your business purposes only and not for personal, household, or consumer use. To register for an Account or use the platform, you must, and hereby represent that you will use the Services for business purposes only and will comply with any licensing, registration, or other requirements with respect to your business, or the business for which you are acting, and the provision of assembling or assembling related Services. You also represent that you are either a legal entity or an individual who is 18 years or older (or has otherwise reached the age of majority in the jurisdiction in which you conduct business) in each case who can form legally binding contracts.

Registration and acceptance: Account registration requires you to submit certain personal information, such as your name, age, gender, email address, home address, vehicle information, and/or mobile phone number, and/or at least one valid payment method (e.g., a credit card). You agree to maintain accurate, complete, and up-to-date information in your Account.

We may also require you to provide additional optional information about you and your interest, which is not a compulsory requirement to register for a user account but may be helpful to We-Go Assemble in improving and providing you with a more customized user experience when using the platform.

We-Go Assemble reserves the right to decline a registration to join We-Go Assemble for any lawful reason.

Account profile: To register for an Account to join the We-Go Assemble Services, you must complete a User profile ("Profile"), which you consent to be shown to other Users; to be shown to the public. You agree to provide true, accurate, and complete information on your Profile and all registration and other forms you access on the Service or provide to us and to update your information to maintain its truthfulness, accuracy, and completeness. You agree not to provide any false or misleading information about your identity or location, your business, your skills, or the services your business provides and to correct any such information that is or becomes false or misleading.

#### Username, passwords, and account security

Each individual who uses the Site must register for their own Account. When you register for an Account, you may be asked to choose a username and password for the Account. 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. You agree to notify us immediately if you suspect or become aware of any unauthorized use of your Account or any unauthorized access to the

password for any Account. You further agree not to use the Account or log in with the username and password of another User of the Site if (a) you are not authorized to use both or (b) the use would violate the Terms of Service. You hereby acknowledge and agree that We-Go Assemble will not in any way be liable to you for any loss caused by unauthorized access to and use of your account.

### **3. Intellectual property rights, license, and restrictions**

Intellectual property rights: This platform is controlled and operated by We-Go Assemble and all material on this Platform, including but not limited to software, images, illustrations, text, scripts, graphics, audio clips, video clips, and other interactive features made available to you on the Platform, logos, trademarks, and service marks contained herein, are owned by We-Go Assemble. Other service marks, logos, and names on this Platform are the property of their respective owners.

Any use of the Platform or the contents made available to you on the Platform other than as specifically authorized herein, without our prior written permission, is strictly prohibited and will terminate the license granted herein. Such unauthorized use may also violate applicable laws including without limitation copyright and trademark laws and applicable communications regulations and statutes. Unless explicitly stated herein, nothing in these Terms shall be construed as conferring any license to intellectual property rights, whether by estoppel, implication, or otherwise. This license is revocable by We-Go Assemble at any time without notice and with or without cause.

Without the prior written consent of the owner, modification of the materials, use of the materials on any other website or networked computer environment, or use of the materials for any purpose other than personal, non-commercial use is a violation of the copyrights, trademarks, and other proprietary rights, and is prohibited. Any use for which you receive any remuneration, whether in money or otherwise, is a commercial use for the purposes of this clause.

License and restrictions: Subject to your compliance with these Terms, we grant you a limited, non-exclusive, non-sublicensable, revocable, non-transferable license to access and use the Services subject to the Terms of this Agreement. Any rights not expressly granted herein are reserved by us.

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 us; (iii) decompile, 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; or (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.

### **4. Fees, payment terms, and payment methods**

Service fees: To help operate the We-Go Assemble platform, including services like confirming a service booking or appointment, invoicing, standard assessment and pre-screening, Site's

communication, payment services, and payment protection, credit card processing, dispute resolution, and facilitating arbitration services, We-Go Assemble charges a service fee that is equal to 30% of the total amount paid by the Client for the service purchased through the Platform and completed by the Assembler. Upon the successful completion of the service purchased by the client, we will credit Assembler's account with amount equal to 70% of the of the total amount paid by the client for the services rendered by the Assembler. As an Assembler, you hereby irrevocably instruct and authorizes We-Go Assemble to deduct the Stipulated Service Fee from the final payment made to you by the client.

Client fees and deposit: As a client and user of the services made available to you on the Platform, you agree to pay the fees displayed to you when completing a hire. You are responsible for reviewing the total price quote for the services requested by you before completing the hire. We require client to make a 10% deposit of the total funds before the service is completed by the Assembler and make payment of the remaining 90% upon completion of the required services by the Assembler. After you have received the services agreed between you and an Assembler through the use of the We-Go Assemble Services, we will facilitate your payment of the applicable charges on behalf of the Assembler. Charges may include other applicable fees, federal, state, and local taxes. Charges paid by you are final and non-refundable unless otherwise determined by us. You agree not to make any alternative payment arrangement with the Assembler who performs the Service.

Client hereby authorizes We-Go Assemble, to run credit card authorizations on all credit cards provided by Client, to store credit card and banking or other financial details as Client's method of payment consistent with our Privacy Policy, and to charge Client's credit card (or any other Payment Method) for the Assembler Fees and any other amounts owed under the Terms. To the extent permitted by applicable law and subject to our Privacy Policy, you acknowledge and agree that we may use certain third-party vendors and service providers to process payments and manage your payment method information.

By providing payment method information through the Services and authorizing payments with the Payment Method, Client represents, warrants, and covenants that:

- (a) The Client is legally authorized to provide such information;
- (b) The Client is legally authorized to make payments using the Payment Method(s);
- (c) if Client is an employee or agent of a company or person that owns the Payment Method, that Client is authorized by the company or person to use the Payment Method to make payments on We-Go Assemble; and
- (d) such actions do not violate the terms and conditions applicable to Client's use of such Payment Method(s) or applicable law.

When Client authorizes a payment using a Payment Method via the Services, Client represents and warrants that there are sufficient funds or credit available to complete the payment using the designated Payment Method. To the extent that any amounts owed under this Agreement or the

other Terms of Service cannot be collected from Client's Payment Method(s), Client is solely responsible for paying such amounts by other means as may be allowed by We-Go Assemble.

While we will use credible third party payment processors with industry-standard efforts to ensure the security of all credit cards and all other personal information, we expressly disclaim any liability for any damage that may result should any information be released to any third parties, and you agree to hold us harmless for any damages that may result therefrom.

Client also acknowledges and agrees that for already completed services by an Assembler, failure by Client to approve, decline or dispute such rendered service within 24 hours will be taken as an authorization and instruction to release payment and we shall automatically charge your authorized payment method for the balance of the services provided by the Assembler after 24 hours.

Updating Payment Method: You may update your Payment Method at any time within your account settings. If at any time your Payment Method is unable to be charged for the Service due to insufficient funds, expired or invalid account details, or otherwise, you remain responsible for the cost of such Service charge. It is your responsibility to update and maintain the Payment Method associated with your account. In the event your Payment Method is unable to cover the Service provided to you, we reserve the right to suspend your respective account and access to the Service until the Payment Method has been updated to permit a charge on your payment method for the provided service.

#### Non-payment or default

In the event that a client is in default and fails to pay the Assembler fees or any other amounts when due under the Terms Of Service, We-Go Assemble will be entitled to the remedies described in this Section in addition to such other remedies that may be available under applicable law or in such written agreement. For the avoidance of doubt, Client will be deemed to be in default on the earliest occurrence of any of the following: (i) Client fails to pay the Assembler fees when due; (ii) Client fails to pay a balance that is due or to bring upon the completion of the service, or within a reasonable period of time but no more than 30 days after accrual of the charge, an account current after a credit or debit card is declined or expires; (iii) Client fails to pay an invoice issued to the Client by We-Go Assemble within the time period agreed or, if no period is agreed, within 30 days; (iv) Client initiates a chargeback with a bank or other financial institution resulting in a charge made by We-Go Assemble for Assembler fees or such other amount due being reversed to the Client; or (v) Client takes other actions or fails to take any action that results in a negative or past-due balance on the Client's account.

In the event that a Client is in default, we may, without notice, temporarily or permanently place a hold on, or close Client's account and revoke Client's access to the We-Go Assemble Services, including Client's authority to use the Services to process any new service request or obtain any additional Assembler Services from other users through the Services. However, Client will remain responsible for any amounts that accrue on any past or current service at the time a limitation is put

on the Client's account as a result of the default. Without limiting other available remedies, Client must pay We-Go Assemble upon demand for any amounts owed, plus interest on the outstanding amount at the lesser of two percent (2%) per month or the maximum interest allowed by applicable law, plus attorneys' fees and other costs of collection to the extent permitted by applicable law.

At our discretion and to the extent permitted by applicable law, We-Go Assemble or its other Affiliates may, without notice, charge all or a portion of any amount that is owed to any Payment Method on file on the Client's account; set off amounts due against other amounts received from Client or held by for Client by We-Go Assemble or another Affiliate; make appropriate reports to credit reporting agencies and law enforcement authorities; and cooperate with credit reporting agencies and law enforcement authorities in any investigation or prosecution.

We-Go Assemble does not guarantee that Client is able to pay or will pay the required Assembler fees, and We-Go Assemble is not liable for and may reverse Assembler fees if Client is in default or initiates a chargeback of funds with their financial institution. Assembler may use the dispute process in order to recover funds from Client in the event of a default or may pursue such other remedies against Client as may be chosen by Assembler. If We-Go Assemble recovers funds from a Client who initiated a chargeback or who is in default pursuant to this Section, We-Go Assemble will disburse any portion attributable to Assembler fees to the applicable Assembler to the extent not already paid by Client or credited by We-Go Assemble.

Booked appointment cancellation and refunds: We-Go Assemble encourages users to try and resolve disputes amicably without having to cancel an already booked service. Nevertheless, if a user decides to cancel an appointment, it will be subject to the following terms:

- a) Client can cancel an already booked appointment up to 48 hours before the scheduled appointment time and will be entitled to a full refund of the 10% deposit made, less any payment processing fees applied when the payment was made.
- b) The client will be entitled to a full refund on money deposited for the assembling service in the event that the Assembler does not show up for the booked appointment date.
- c) Client understands that there will be no refund of the initial 10% deposit made in the event where client initiates cancellation within 48 hours of the scheduled appointment time.
- d) Where an Assembler cancels a booked appointment, the client will be refunded the entire deposit made for the services.

## **5. Additional terms for Assembler**

### **(i) Independence of Assembler**

As an Assembler on the We-Go Assemble Platform, you acknowledge that although we provide guidelines, we do not entirely supervise, direct, or control your activities as an Assembler or the Services and/or skills that you make available to the public in any manner. You understand that you provide the services as an independent contractor and not as an

employee, joint venture, partner, agent, or franchisee of We-Go Assemble for any purpose whatsoever.

(ii) Taxes, insurance and benefits

Assembler acknowledges and agrees that Assembler is solely responsible for (a) all tax liability associated with payments received from Assembler's Clients and through We-Go Assemble and that We-Go Assemble will not withhold any taxes from payments to Assembler; (b) obtaining any liability, health, disability, unemployment, or other insurance needed, desired, or required by law, and that Assembler understands that he is not covered by or eligible for any insurance from We-Go Assemble; and (c) for determining whether Assembler is required by the applicable law to remit to the appropriate authorities any value-added tax or any other taxes or similar charges applicable to the Assembler Fees and remitting any such taxes or charges to the appropriate authorities, as appropriate.

(iii) Service fulfillment

You agree that by making yourself available to be hired on the Platform, you will honor any booking request that you have accepted and will work as required by the job described by the client. As an Assembler, if you cannot fulfill a booked service appointment or if we discover that you have provided false information about your skills or the services that you can offer, we may suspend or disable your account.

(iv) Appointment as Limited Payment Collection Agent

We-Go Assemble will collect payment from Clients based on the price of the service requested at the time of booking request by the Client. Assembler hereby appoints We-Go Assemble as Assembler's limited authorized payment collection agent solely for the purpose of accepting payments (via its Payment Services Provider, if applicable) from client, and remitting those payments to Assembler. Assembler agrees he/she cannot accept Cash from the client for any services rendered, except for tip or gratuity purposes only. Assembler agrees that payment from the client to We-Go Assemble shall be considered the same as one made directly to Assembler. The client's payment obligation to Assembler will be satisfied upon receipt of payment by We-Go Assemble (or its Payment Services Provider, as applicable), and We-Go Assemble (via its Payment Services Provider, as applicable) is responsible for remitting the funds to the Assembler in the manner described in the "withdrawal terms" below. In the event that We-Go Assemble (via Payment Services Provider) does not remit any such amounts to Assembler, the Assembler will have recourse only against We-Go Assemble and not the client directly. Assembler agrees that We-Go Assemble may describe or otherwise reflect the terms contained herein in any terms of service, receipts, disclosures, or notices including, but not limited to, receipts provided to client that We-Go Assemble may deem necessary or prudent.

(v) Withdrawal terms

In order to withdraw your revenue from the platform, Assembler must have a valid payment method attached to their We-Go Assemble account. Withdrawals will be made to you in accordance with the "Service fees" clause in section 4 above.

We make use of several payment processors as our payment partner and as such, Assembler may be required to provide certain information such as their name, billing address, tax ID and other information required by such payment partners. Revenues are made available to Assemblers on a weekly basis and withdrawals can only be made in the amount available to you based on the fees for the services completed. The duration it takes for the Assembler to receive payments after a payout request is initiated may be subject to the applicable payment processor's terms and conditions, which may also impose their own additional charges for the use of their services directly on the Assembler.

(vi) Damage to property and/or person

Where there is a physical meeting between the client and the Assembler, any and all damage, injury, breakage or destruction to client and/or client's premises caused by the Assembler shall be repaired at the sole expense of the Assembler. Assembler agrees to be responsible to the client for any damage claim.

(vii) Assumption of risk

Although we encourage a respectful and seamless user experience during the service period, we will not be held responsible for the conduct of any Client. You understand that providing services as an Assembler may come with inherent risk and you agree to use caution and apply common sense in all interactions with other users.

You understand and agree that We-Go Assemble does not, and cannot, confirm that each User is who he/she/they claims to be. You assume all risks associated with Users with whom you come into contact. If you have any disputes or issues with any User you agree to pursue any remedies directly with the applicable User, and you release We-Go Assemble, its subsidiaries, and their respective employees, directors, and agents from all claims, demands, and damages of every kind (actual and consequential and direct and indirect) known and unknown, suspected and unsuspected, disclosed and undisclosed, to the fullest extent permitted by law.

## **6. Ratings and reviews, suggestions and feedback, user-generated content and other submissions**

### Reviews and reviews

We-Go Assemble provides a feedback system that provides a means through which a client can share their opinions about an Assembler publicly. We-Go Assemble does not monitor, influence, contribute to or censor these opinions. Client acknowledges and agrees that posted review and any other

Information relates only to the business agreement between the client and the Assembler. Assembler agrees not to pressure a client into writing only positive reviews or pay for getting reviews on a service offered.

We-Go Assemble does not generally investigate any remarks posted by a client or other user content for accuracy or reliability and does not guarantee that user content is accurate.

In order to protect the integrity of the review system and protect users from abuse, We-Go Assemble reserves the right (but is under no obligation) to remove posted reviews or information that, in We-Go Assemble's sole judgment, violates the Terms of Service or negatively affects our platform, diminishes the integrity of the review system or otherwise is inconsistent with the business interests of We-Go Assemble. You acknowledge and agree that you will notify We-Go Assemble of any error or inaccurate statement in your review, including the review information, and that if you do not do so, We-Go Assemble may rely on the accuracy of such information.

#### Suggestions and feedback

If users elect to provide or make available suggestions, comments, ideas, improvements, or other feedback or materials to We-Go Assemble in connection with or related to any of the We-Go Assemble Services (including any related technology), We-Go Assemble will be free to use, disclose, reproduce, modify, license, transfer and otherwise distribute, and exploit any of the foregoing information or materials in any manner. In order to protect We-Go Assemble's systems and users, or to ensure the integrity and operation of We-Go Assemble's business and systems, We-Go Assemble may access and disclose any information We-Go Assemble considers necessary or appropriate, including but not limited to user contact details, IP addresses and traffic information, usage history, and posted content.

From time to time, we may provide suggestions on how to make use of our service. Your use of such suggested information shall be at your own risk, we shall not be responsible for how you make use of such suggestion or the outcome of your use of such suggestion.

#### User-generated content and other submissions

We may permit you from time to time to submit, upload, publish, or otherwise make available textual, audio, and/or visual content and information, including commentary and feedback related to the Services, or initiation of support requests ("User-generated content").

Please be aware that user-generated contents shall be considered non-confidential and non-proprietary; and that by posting, inputting, uploading, sharing, providing or otherwise submitting any user-generated content to the We-Go Assemble Services, you understand and agree that you grant us a worldwide, non-exclusive, irrevocable, royalty-free license to reproduce, use, publish, distribute and translate such user-generated content in any existing or future media including on all existing and future social media platforms.

You also grant us the right to sub-license these rights, and the right to bring an action for infringement of these rights. As between you and We-Go Assemble, you agree and represent that you own or otherwise control all of the rights to the contents that you provide onto the Services and that such content must not be unlawful, illegal, must not infringe on any third-party legal rights, and must not have the capacity of bringing about any legal action; whether against you or us.

We shall have no obligation to monitor the contents provided by the Service users, nor shall we have an obligation to remove any User-generated content that you have opted to input and share on our Services. However, we have the exclusive right to review any material posted to the Services and to remove any materials at our sole discretion. We reserve the right at all times to disclose any information as we deem necessary to satisfy any applicable law, regulation, legal process or governmental request, or to edit, refuse to post or remove any User-generated content or other materials, in whole or in part, in our sole discretion.

We do not control or endorse the content, messages or information found in any User-generated section and, therefore, we specifically disclaim any liability with regard to them and any actions resulting from what you do with any of such content. You are solely responsible for all content that you upload, post, publish, display or email via the Service. We-Go Assemble does not endorse any User-generated content, submission, opinion, recommendation, or advice expressed therein, and we expressly disclaim all responsibility or liability in connection with User content or submission(s).

## **7. User representation and acceptable use**

You hereby represent, warrant and agree that no materials of any kind submitted through your account or otherwise posted or shared by you through the service will be in violation of the rights of any third party, including but not limited to the copyright, trademark, publicity, privacy or other personal or proprietary rights.

Although we are committed to providing a safe user experience, we do not guarantee that the platform, or any content in it, will be safe, error-free or uninterrupted, or that it will be free from bugs or viruses. From time to time, access to the service may be interrupted, suspended, or restricted, including because of a fault, error or unforeseen circumstances, or scheduled maintenance. We shall not be liable to you for any loss or damage that you may suffer as a result of the service being unavailable at any time for any reason.

You agree, undertake and confirm that your use of the platform shall be strictly in accordance with the following binding guidelines:

- a. You shall not host, display, upload, modify, publish, transmit, update or share any information which:
  - i. belongs to another person and to which you do not have any right to make use of or promotes an illegal or unauthorized copy of another person's copyrighted work such

as providing pirated computer programs or links to them, providing information to circumvent manufacture-installed copy-protect devices;

- ii. is grossly harmful, harassing, blasphemous, defamatory, obscene, pornographic, paedophilic, libelous, invasive of another's privacy, hateful, or racially, ethnically objectionable, disparaging, relating or encouraging money laundering or gambling, or otherwise unlawful in any manner whatever; or,
- iii. is patently offensive to the online community, such as sexually explicit content, or content that promotes obscenity, pedophilia, racism, bigotry, hatred, or physical harm of any kind against any group or individual or provides material that exploits people in a sexual, violent, or otherwise inappropriate manner or solicits personal information from anyone;
- iv. Involves the transmission of "junk mail", "chain letters", or unsolicited mass mailing or "spamming" or contains any trojan horses, worms, time bombs, cancelbots, easter eggs, or other computer programming routines that may damage, detrimentally interfere with, diminish the value of, surreptitiously intercept or expropriate any system, data or personal information;
- v. promotes illegal activities or conduct that is abusive, threatening, obscene, defamatory, or libelous;
- vi. Provides instructional information about illegal activities such as making or buying illegal weapons, violating someone's privacy, or providing or creating computer viruses; contains video, photographs, or images of another person (with a minor or an adult);
- vii. tries to gain unauthorized access or exceeds the scope of authorized access to the Website or to profiles, blogs, communities, account information, bulletins, or other areas of the Website or solicits passwords or personal identifying information for commercial or unlawful purposes from other users.
- viii. Solicits gambling or engages in any gambling activity which we, in our sole discretion, believes is or could be construed as being illegal;
- ix. Interferes with another user's use and enjoyment of the website or any other individual's user and enjoyment of similar services;
- x. Refers to any website or URL that, in our sole discretion, contains material that is inappropriate for the Website or any other website, contains content that would be prohibited, or violates the letter or spirit of these Terms of Service.
- xi. You shall not attempt to manipulate or misuse the feedback system, including by:
  - Making attempts to compel another user by threatening to leave negative feedback on such user;
  - Expressing or communicating views and values that are unrelated to the service, such as religious, social commentary, sexual or political views, in the feedback system;

- Offering to make a payment or anything of value in return for obtaining feedback without actually offering a service; or
  - Withholding payment or service for the purpose of getting positive feedback from another user of the Platform.
- b. You shall not use any "deep-link", "page-scrape", "robot", "spider" or other automatic devices, program, algorithm or methodology, or any similar or equivalent manual process, to access, acquire, copy or monitor any portion of the Platform or any Content, or in any way reproduce or circumvent the navigational structure or presentation of the Platform or any Content, to obtain or attempt to obtain any materials, documents or information through any means not purposely made available through the Platform. We reserve our right to bar any such activity.
  - c. You shall not attempt to gain unauthorized access to any portion or feature of the Service, or any other systems or networks connected to the Service or to any server, computer, network, or to any of the services offered on or through the Platform, by hacking, password "mining" or any other illegitimate means.
  - d. You shall not probe, scan or test the vulnerability of the Service or any network connected to the Website nor breach the security or authentication measures on the Website or any network connected to the Website. You may not reverse look-up, trace or seek to trace any information on any other User of or visitor to Website, or any other customer, including any account on the Website not owned by You, to its source, or exploit the Website or any service or information made available or offered by or through the Platform, in any way where the purpose is to reveal any information, including but not limited to personal identification or information, other than Your own information, as provided for by the Website.
  - e. You agree not to use any device, software, or routine to interfere or attempt to interfere with the proper working of the Platform or any transaction being conducted on the Platform, or with any other person's use of the Platform.
  - f. You shall not use our platform for any other purpose that is other than what is intended by We-Go Assemble as described herein.

It is possible those other users (including unauthorized users or "hackers") may post or transmit offensive or obscene materials on the Platform and that you may be involuntarily exposed to such offensive and obscene materials. It also is possible for others to obtain personal information about you due to your use of the Platform, and that the recipient may use such information to harass or injure you. We do not approve of such unauthorized uses, but by using the Platform, you acknowledge and agree that we are not responsible for the use of any personal information that you publicly disclose or share with others on the Platform. Please carefully select the type of information that you publicly disclose or share with others on the Platform.

## **8. How we communicate: consent to electronic transaction, communication and disclosures**

To the fullest extent permitted by law, these Terms and Conditions and any other agreements, notices or other communications from We-Go Assemble to you regarding our services being offered ("Communications") may be provided to you electronically, and you consent and agree to receive Communications in an electronic form. Electronic Communications may be posted on the pages within the We-Go Assemble website and/or delivered to your email address.

Also, you expressly consent to be contacted by us, our agents, representatives, affiliates, or anyone calling on our behalf for any and all purposes, at any telephone number, or physical or electronic address you provide or at which you may be reached. You agree we may contact you in any way, including SMS messages (including text messages), calls using prerecorded messages or artificial voice, and calls and messages delivered using an auto telephone dialing system or an automatic texting system. Automated messages may be played when the telephone is answered, whether by you or someone else. In the event that an agent or representative calls, he or she may also leave a message on your answering machine, voice mail, or send one via text.

You consent to receive SMS messages (including text messages), calls and messages (including prerecorded and artificial voice and auto-dialed) from us, our agents, representatives, affiliates, or anyone calling on our behalf at the specific number(s) you have provided to us, or numbers we can reasonably associate with your account with information or questions about your account. You certify, warrant, and represent that the telephone numbers that you have provided to us are your numbers and not someone else's. You represent that you are permitted to receive calls at each of the telephone numbers you have provided to us. You agree to alert us whenever you stop using a particular telephone number.

All Communications in electronic format will be considered to be "in writing," and to have been received no later than five (5) Business Days after posting or dissemination, whether or not you have received or retrieved the Communication. We-Go Assemble reserves the right to provide Communications in paper format. Your consent to receive Communications electronically is valid until you revoke your consent by notifying us. If you revoke your consent to receive Communications electronically, we may terminate your right to use the We-Go Assemble website or We-Go Assemble Services, and you accept sole liability for any consequence resulting from suspension or termination of the We-Go Assemble Services, to the extent permitted by law.

Opting-out and Withdrawal of Consent: You may withdraw your consent to receive Communications electronically by contacting us in the manner described below. If you withdraw your consent, from that time forward; we may still send you relevant information about your account and any transaction detail carried out between you and other users on the We-Go Assemble platform. You further acknowledge and agree that opting out and withdrawing consent may impact your use of the We-Go Assemble service.

## **9. Non-circumvention; and not sharing personal contact information**

As a user of the We-Go Assemble service, you hereby agree to keep all bookings, payments and other related activities within the We-Go Assemble platform. You consent to make use of the We-Go Assemble platform as your exclusive means for service bookings, to make and receive all payments for services provided and received. For clarity purposes, this includes bookings and payments for future services where such parties were introduced through the We-Go Assemble Services.

For your safety and protection, you agree not to share your personal information such as your email address, telephone numbers or other personal contact details to communicate outside of We-Go Assemble in order to circumvent the We-Go Assemble messaging system.

You also agree not to solicit, offer or accept any proposal to engage in making bookings and receiving payments outside of We-Go Assemble. You also agree to immediately notify We-Go Assemble if a user suggests to you making bookings outside of the We-Go Assemble Services or advises you to make or receive payment other than through the We-Go Assemble platform.

You understand that a violation of this section is a breach of this Terms of Service and your account may be permanently suspended if you are found to be in violation of this section.

#### **10. Copyright Infringement Notification**

We-Go Assemble respects the intellectual property of others and asks its users of the platform to do the same. We-Go Assemble Services may not be used to transmit, retransmit, distribute, post, or store any material that violates any rights of any person including rights protected by copyright, trade secret, patent, or other intellectual property or similar laws or regulations.

We-Go Assemble has established procedures for enforcing this statement which is designed to be in accord with the Digital Millennium Copyright Act. If you believe that your copyrighted work has been copied and is accessible on any of the We-Go Assemble Services in a way that constitutes copyright infringement, please notify us by sending us an email at [info@wegoassemble.com](mailto:info@wegoassemble.com).

In order to be valid, the notification must be in writing and must contain the following information and be submitted to us:

- i. a description of the copyrighted content or other intellectual property that you claim has been infringed;
- ii. a statement by you that you have a good faith belief that the use of this content or intellectual property is not authorized and for which reason;
- iii. a detailed description of where this content or intellectual property is located on the Service, for us to find it;
- iv. your address, telephone number, and email address;
- v. a signature of the person authorized to act on behalf of the owner of the copyright or other intellectual property interest;

- vi. a statement by you, made under penalty of perjury, that the above information provided by you in the notification is accurate and that you are the copyright or intellectual property owner or authorized to act on the behalf of the copyright or intellectual property owner.

Please note that any person who knowingly misrepresents to We-Go Assemble that material is infringing shall be liable to We-Go Assemble and/or the alleged infringer for any damages (including costs and attorneys' fees) suffered or incurred by We-Go Assemble and/or the alleged infringer as a result of We-Go Assemble's reliance on such misrepresentation and removing or disabling access to such material. ii) Similarly, any person who knowingly misrepresents to We-Go Assemble that the material was removed or access blocked by mistake or misidentification shall be liable to We-Go Assemble and/or the copyright owner or its authorized licensee for any damages (including costs and attorneys' fees) suffered or incurred by We-Go Assemble and/or the copyright owner or its authorized licensee as a result of We-Go Assemble relying on such misrepresentation and replacing such removed or blocked material.

#### **11. Violations and reporting violations**

Users of the Service may receive a warning to their account for violations of any of these terms or for any user misconduct reported to us. A warning may be sent to the email address attached to the user's account. Warnings do not limit account activity but can lead to the user's account being suspended or becoming permanently disabled based on the severity of the violation.

If you come across any content that may be in violation of these Terms, you should report it to us immediately so that we can take appropriate actions. All cases are reviewed by our team. To protect individual privacy, the results of the review may not be shared and you understand that except as required by law, you understand and accept that we are not obligated to take action in response to any report. You can review our Privacy Policy for more information on our disclosure practices.

#### **12. Third-party links and resources**

Some links on our Services may allow you to leave the Services. The linked sites are not in any way under the control of We-Go Assemble, and we are not responsible for the contents of any of such linked sites or any resources contained in a linked site or any changes or updates to such sites.

We-Go Assemble is not responsible for any form of transmission sent or received from any linked site. We are providing these links to you only as a convenience, and the inclusion of any link does not imply affiliation, adoption, or endorsement by us of the site. Your use of any linked site is at your own risk and is subject to the terms of use and privacy policies located on such site.

You understand that any content or information made available or expressed by a third party on the We-Go Assemble platform is that of the respective owner(s) and not We-Go Assemble's. We-Go Assemble neither approves nor is responsible for the accuracy, currency or reliability of any content, opinion, information, advice or statement made on the Service by anyone.

### **13. Release**

In addition to the recognition that We-Go Assemble is not a party to any contract between Users, you hereby release We-Go Assemble, our Affiliates, and our respective officers, directors, agents, subsidiaries, joint ventures, employees and Assemblers 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 any dispute you have with another User, whether it be at law or in equity that exists as of the time you enter into this agreement.

This release includes, for example, and without limitation, any disputes regarding the performance, functions, and quality of the Services provided by a user and requests for refunds based upon disputes.

This release will not apply to a claim that We-Go Assemble failed to meet our obligations under the Terms of Service.

### **14. Warranty disclaimer**

The contents on this platform have been compiled by us from internal and external sources. While we have made attempts to provide accurate and valid information on our site, no representation is made or warranty given as to the validity, completeness, or accuracy of the contents. In particular, you should be aware that the contents may be incomplete, may contain errors, or may have become out of date. You should therefore verify information obtained from the site before you take any action upon it. No advice or information, whether oral or written, obtained by you from us, shall create any warranty not expressly made herein.

OUR SITE AND THE SITE SERVICES ARE PROVIDED "AS AVAILABLE" AND ON AN "AS-IS" BASIS. TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, WE DISCLAIM ALL REPRESENTATIONS AND WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE OPERATION, ACCESSIBILITY, OR SECURITY OF THIS SITE, AND THE ACCURACY, COMPLETENESS, CURRENCY, OR RELIABILITY OF ANY OF THE CONTENT OR DATA FOUND ON THIS SITE, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT. WE DO NOT GUARANTEE CONTINUOUS, UNINTERRUPTED, OR SECURE ACCESS TO ITS SERVICES, AND THE OPERATION OF OUR SITE MAY BE INTERFERED WITH BY NUMEROUS FACTORS OUTSIDE OF OUR CONTROL

### **15. Limitation of liability**

TO THE EXTENT PERMITTED BY LAW, WE ASSUME NO RESPONSIBILITY, AND IN NO EVENT AND UNDER NO LEGAL OR EQUITABLE THEORY, WHETHER IN TORT, CONTRACT, STRICT LIABILITY, OR OTHERWISE SHALL WE-GO ASSEMBLE OR ANY OF ITS EMPLOYEES, DIRECTORS, OFFICERS, AGENTS, VENDORS OR SUPPLIERS BE LIABLE TO YOU OR ANY OTHER PERSON FOR ANY LOSS, CLAIM, DAMAGE, LOST PROFITS OR ANY SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES OF ANY KIND ARISING OUT OF OR IN CONNECTION WITH YOUR ACCESS TO, OR INABILITY TO ACCESS, THE SITES, OR FROM YOUR

RELIANCE ON ANY INFORMATION PROVIDED ON THE SITES, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

THE WE-GO ASSEMBLE PLATFORM IS ONLY A VENUE FOR CONNECTING USERS. WE ARE NOT RESPONSIBLE FOR ASSESSING THE SUITABILITY, LEGALITY OR ABILITY OF ANY THIRD-PARTY PROVIDER AND YOU EXPRESSLY WAIVE AND RELEASE WE-GO ASSEMBLE FROM ANY AND ALL LIABILITY, CLAIMS OR DAMAGES (ACTUAL, DIRECT OR CONSEQUENTIAL) OF EVERY KIND AND NATURE, KNOWN AND UNKNOWN, SUSPECTED AND UNSUSPECTED, DISCLOSED AND UNDISCLOSED, ARISING FROM OR IN ANY WAY RELATED TO ANY THIRD-PARTY PROVIDER. WE EXPRESSLY DISCLAIM ANY LIABILITY THAT MAY ARISE BETWEEN YOU AND ANY THIRD-PARTY PROVIDER. THE QUALITY OF THE SERVICES SCHEDULED OR REQUESTED THROUGH THE USE OF THE WE-GO ASSEMBLE PLATFORM IS ENTIRELY THE RESPONSIBILITY OF THE THIRD-PARTY PROVIDER WHO ULTIMATELY PROVIDES SUCH SERVICES TO YOU. YOU UNDERSTAND, THEREFORE, THAT BY USING THE WE-GO ASSEMBLE PLATFORM, YOU MAY BE EXPOSED TO SERVICES THAT ARE POTENTIALLY DANGEROUS, OFFENSIVE, HARMFUL, UNSAFE OR OTHERWISE OBJECTIONABLE, AND THAT YOU USE THE WE-GO ASSEMBLE PLATFORM, AND THIRD-PARTY PROVIDER, AT YOUR OWN RISK. NOTHING IN THIS AGREEMENT OR THE WE-GO ASSEMBLE PLATFORM CONSTITUTES OR IS MEANT TO CONSTITUTE, ADVICE OF ANY KIND.

YOU ACKNOWLEDGE THAT THIRD-PARTY PROVIDERS MAY NOT BE PROFESSIONALLY LICENSED OR PERMITTED. YOU AGREE THAT WE HAVE NO RESPONSIBILITY OR LIABILITY TO YOU RELATING TO THE ASSEMBLING OR ASSEMBLING-RELATED SERVICES PROVIDED TO YOU BY THE ASSEMBLER OTHER THAN AS EXPRESSLY SET FORTH IN THESE TERMS.

## **16. Indemnification**

You hereby agree to indemnify, defend, and hold harmless We-Go Assemble, our Affiliates, and our respective directors, officers, employees, representatives, and agents (each an "Indemnified Party") from and against any and all claims, losses, expenses, liabilities, damages or demands (including attorneys' fees and costs incurred), in connection with or resulting from, directly or indirectly:

- (i) your use or misuse of or inability to use the We-Go Assemble Platform, and/or the Services,
- (ii) your violation of this Agreement,
- (iii) your violation of any applicable law or regulation;
- (iv) your violation of the rights of another, and
- (v) your information and content that you submit or transmit through the We-Go Assemble Platform.

We-Go Assemble reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to your indemnification. You will not, in any event, settle any such claim or matter without the prior written consent of We-Go Assemble.

## **17. Agreement Term and Termination**

Unless both you and We-Go Assemble expressly agree otherwise in writing, either of us may terminate this Agreement in our sole discretion, at any time, without explanation, upon written notice to the other, which will result in the termination of the other Terms of Service as well, except as otherwise provided herein.

Termination by We-Go Assemble: We may terminate this Agreement or terminate or suspend your Account immediately at any time for any reason or for no reason upon notice to you. If we terminate or suspend your Account, you are prohibited from registering and creating a new account under your name, a fake or borrowed name, or the name of any third party, even if you may be acting on behalf of the third party. In addition to terminating or suspending your Account, we reserve the right to pursue any available legal action. When terminating your Account, we may delete the Account and any information in it. You have no ownership rights to your Account. Without limiting We-Go Assemble's other rights or remedies, we may, but are not obligated to, temporarily or indefinitely revoke or limit access to the Site or Site Services, deny your registration, or permanently revoke your access to the Site and refuse to provide any or all Site Services to you if: (i) you breach the letter or spirit of any terms and conditions of this Agreement or any other provisions of the Terms of Service; (ii) we suspect or become aware that you have provided false or misleading information to us; (iii) we believe, in our sole discretion, that your actions may cause legal liability for you, our Users, or We-Go Assemble or our Affiliates; may be contrary to the interests of the Site or the User community; or may involve illicit or illegal activity; or (iv) we are required to by law, legal process, or law enforcement. If your Account is temporarily or permanently closed, you may not use the Site under the same Account or a different Account or re-register under a new Account without We-Go Assemble's prior written consent.

Termination by You: You may terminate this Agreement by completely and permanently ceasing to use the Services (provided that there are no outstanding Services ordered under your Account). If you attempt to terminate this Agreement while there are still outstanding Services ordered under your Account, this Agreement shall not terminate until such Services have been performed or otherwise canceled as permitted by this Agreement.

## **18. Governing law**

These Terms and your use of the service are governed by and construed in accordance with the laws of the State of Florida applicable to agreements made and to be entirely performed within the State of Florida, without regard to its conflict of law principles.

## **19. Disputes resolution; arbitration**

### Dispute resolution

Except as otherwise expressly set forth herein this section "Dispute Resolution," the exclusive jurisdiction for all disputes that you and We-Go Assemble are not required to arbitrate will be the

state and federal courts located in Florida, and you and We-Go Assemble each waive any objection to jurisdiction and venue in such courts.

*Dispute with other users of We-Go Assemble*

In the event that you find yourself in dispute with other users of the We-Go Assemble Services or a third party, we advise you to contact such a party and try to amicably resolve the dispute. You further release We-Go Assemble, or any of its employees, directors, officers, agents, vendors or suppliers from any claims, damages, and demands that may arise out of disputes with other parties or users of the We-Go Assemble Services.

*Dispute with We-Go Assemble*

*(i) Informal negotiations*

To expedite dispute resolution and control the cost of any dispute, controversy or claim related to this Agreement (or the breach, termination, enforcement, interpretation or validity thereof) (“Dispute”), you as a user of the We-Go Assemble Services agree to first attempt to negotiate any Dispute (except those Disputes expressly provided below) informally for at least thirty (30) days before initiating any arbitration. Such informal negotiations commence upon written notice from one person to the other.

*(ii) Agreement to arbitrate*

In the event where informal negotiation did not work, you and We-Go Assemble 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 or Content (collectively, “Disputes”) will be settled by binding arbitration, except that each party retains the right: (i) to bring an individual action in small claims court and (ii) 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 (the action described in the foregoing clause (ii), an “IP Protection Action”).

Without limiting the preceding sentence, you will also have the right to litigate any other Dispute if you provide We-Go Assemble with written notice of your desire to do so by email at [info@wegoassemble.com](mailto:info@wegoassemble.com) within thirty (30) days following the date you first agree to these Terms (such notice, an “Arbitration Opt-out Notice”). If you do not provide We-Go Assemble with an Arbitration Opt-out Notice within the thirty (30) day period, you will be deemed to have knowingly and intentionally waived your right to litigate any Dispute except as expressly set forth in clauses (i) and (ii) above.

The exclusive jurisdiction and venue of any IP Protection Action or, if you timely provide We-Go Assemble with an Arbitration Opt-out Notice, will be the state and federal courts located in the state

of Florida and each of the parties hereto waives any objection to jurisdiction and venue in such courts. Unless you timely provide We-Go Assemble with an Arbitration Opt-out Notice, you acknowledge and agree that you and We-Go Assemble are each waiving the right to a trial by jury or to participate as a plaintiff or class member in any purported class action or representative proceeding. Further, unless both you and We-Go Assemble 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

*(iii) Arbitration rules*

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. (The AAA Rules are available at [www.adr.org/arb\\_med](http://www.adr.org/arb_med) or by calling the AAA at 1-800-778-7879.) The Federal Arbitration Act will govern the interpretation and enforcement of this Section.

*(iv) Arbitration process*

A party who desires to initiate arbitration must provide the other party with a written Demand for Arbitration as specified in the AAA Rules. (The AAA provides a general Demand for Arbitration form and a separate form for Demand for Arbitration for California residents.) The arbitrator will be either a retired judge or an attorney licensed to practice law and will be selected by the parties from the AAA's roster of arbitrators. If the parties are unable to agree upon an arbitrator within seven (7) days of delivery of the Demand for Arbitration, then the AAA will appoint the arbitrator in accordance with the AAA Rules.

*(v) Arbitrator's decision*

The arbitrator will render an award within the time frame specified in the AAA Rules. The arbitrator's decision will include the essential findings and conclusions upon which the arbitrator based the award. Judgment on the arbitration award may be entered in any court having jurisdiction thereof. The arbitrator's award of damages must be consistent with the terms of the "Limitation of Liability" section above as to the types and amounts of damages for which a party may be held liable. The arbitrator may award declaratory or injunctive relief only in favor of the claimant and only to the extent necessary to provide relief warranted by the claimant's individual claim. If you prevail in arbitration, you will be entitled to an award of attorneys' fees and expenses, to the extent provided under applicable law.

*(vi) Fees*

Your responsibility to pay any AAA filing, administrative and arbitrator fees will be solely as set forth in the AAA Rules. However, if your claim for damages does not exceed \$5,000, We-Go Assemble will pay all such fees unless the arbitrator finds that either the substance of your claim or the relief sought in your Demand for Arbitration was frivolous or was brought for an improper purpose (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)).

*(vii) Changes*

Notwithstanding the provisions as regards how we can make changes to these Terms, if We-Go Assemble changes this “Dispute Resolution” section after the date you first accepted these Terms (or accepted any subsequent changes to these Terms), you may reject any such change by sending us written notice (including by email to [info@wegoassemble.com](mailto:info@wegoassemble.com)) within 30 days of the date such change became effective, as indicated in the “last updated” date above or in the date of our email to you notifying you of such change. By rejecting any change, you are agreeing that you will arbitrate any Dispute between you and We-Go Assemble in accordance with the provisions of this “Dispute Resolution” section as of the date you first accepted these Terms (or accepted any subsequent changes to these Terms).

**20. Survival**

After this Agreement terminates, the terms of this Agreement and the other Terms that expressly or by their nature contemplate performance, after this Agreement terminates or expires, will survive and continue in full force and effect. For example, the provisions requiring arbitration, permitting audits, protecting intellectual property, indemnification, payment of fees, reimbursement, and setting forth limitations of liability each, by their nature, contemplate performance or observance after this Agreement terminates. Without limiting any other provisions of the Terms, the termination of this Agreement for any reason will not release you or We-Go Assemble from any obligations incurred prior to termination of this Agreement or that thereafter may accrue in respect of any act or omission prior to such termination.

**21. General**

a) Severability: If any provision of these Terms is determined by a court to be unlawful, unenforceable, or invalid as a whole, the parties agree that the court shall amend that provision to achieve as nearly as possible the same effect as the original provision and the remainder of these Terms will remain in effect.

b) Waiver: No delay or omission by We-Go Assemble to exercise any right occurring upon any noncompliance on your part with respect to any of the terms of this Terms shall impair any such right or power or be construed to be a waiver thereof. Any waiver by us of any of the covenants, conditions, or agreements to be performed by you shall not be construed to be a waiver of any succeeding breach thereof or of any covenant, condition, or agreement herein contained.

c) Assignability: A user may not assign these Terms, or any of its rights or obligations hereunder, without We-Go Assemble's prior written consent in the form of a written instrument signed by a duly authorized representative of We-Go Assemble. We may freely assign this Agreement and the other Terms without the User's consent. Any attempted assignment or transfer in violation of this subsection will be null and void. Subject to the foregoing restrictions, the Terms herein are binding upon and will inure to the benefit of the successors, heirs, and permitted assigns of the parties

d) Updates to these Terms: The Terms herein are subject to change as we may from time to time make important revisions to these terms. Any changes to these Terms will be posted on the Service. All accessing, browsing, using, framing, and/or linking to Sites is subject to the provisions of this Terms, as amended.

The contents of this website may include technical inaccuracies or typographical errors. We may publish changes to the contents at any time without prior notice to you. We may also make improvements and/or changes in the products and services and/or the features described herein at any time without prior notice to you. We shall have the right to revise and edit these contents at any time. By linking, accessing, browsing, and/or using this site, you agree to be bound by any such revisions.

e) Force Majeure: The parties to this Agreement will not be responsible for the failure to perform, or any delay in performance of, any obligation hereunder for a reasonable period due to labor disturbances, accidents, fires, floods, telecommunications or Internet failures, strikes, wars, riots, rebellions, blockades, acts of government, governmental requirements and regulations or restrictions imposed by law or any other conditions beyond the reasonable control of such party.

f) Entire Agreement: These Terms with other policies presented to you, constitute the entire agreement between you and us with respect to the platform and its use and supersedes all prior agreements, proposals, communications between the parties, and understandings, whether oral or written.

## **22. Questions or complaints?**

Feedback, comments, requests for technical support, and other communications relating to the Site and the services should be directed to us. Please contact us at [info@wegoassemble.com](mailto:info@wegoassemble.com).