

Terms of Service

Welcome to the Trabahadoor Platform (**Platform**), a private platform owned and operated by Advanced Thinkers Co. (**Company**).

These Trabahadoor Terms of Service (the “**Terms of Service**” or the “**Terms**”) constitute a legally binding agreement between the User (defined below) of the Trabahadoor app (defined below) (“**you**” or “**your**”) and Trabahadoor (together with its Affiliates (defined below), “**Trabahadoor**”, “**we**”, “**us**” or “**our**”) governing your use of Trabahadoor websites (including www.trabahadoor.com) (together, the “**Sites**”), mobile applications (together the “**Apps**”), and related services, information and communications (collectively referred to herein as the “**Platform**” or the “**Trabahadoor App**”).

The use of all personal data you submit to the Platform or which we collect about you is governed by our Privacy Policy (“**Privacy Policy**”).

These Terms, together with the Privacy Policy and the Independent Contractor Agreement (the “**Independent Contractor Agreement**”) for all the Services performed in the Philippine jurisdiction (which are each incorporated by reference, and referred to collectively, herein as the “**Agreement**”), governs your access to and use of the Platform. The Agreement also includes all other supplemental policies and terms referenced and/or linked to within these Terms or which are otherwise made available to you, all of which also apply to your use of the Platform and are incorporated into the Agreement by reference.

BY ACKNOWLEDGING THE TERMS OF SERVICE AND/OR ACCESSING AND USING THE PLATFORM, YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT YOU HAVE READ AND UNDERSTAND AND AGREE TO BE BOUND BY (WITHOUT LIMITATION OR QUALIFICATION), THE AGREEMENT (INCLUDING ALL TERMS INCORPORATED HEREIN BY REFERENCE).

IF YOU DO NOT AGREE TO BE BOUND BY THE AGREEMENT AND ABIDE BY ITS TERMS, YOU MAY NOT ACCESS OR USE THE PLATFORM.

1. The Platform

A. Online Marketplace

The Platform is an online web- and app-based two-sided marketplace which enables connections between Customers and Service Workers. “**Customer(s)**” are individuals

and/or businesses seeking to obtain short-term services (“**Service(s)**”), and “**Worker(s)**” are individuals seeking to perform Services for Customers. Customers and Workers are referred to herein together as “**User(s)**”.

Workers are independent individuals providing TESDA Accredited services under their own name or business name (and not under Trabahadoor’s name), using their own tools and supplies.

Any reference to a Worker being licensed or credentialed in some manner, or being “badged”, “reliable”, “reliability rate”, “elite”, “great value”, “background checked”, “vetted” (or similar language) indicates that the Worker has completed a relevant user account registration process or met certain criteria and does not, and shall not be deemed to represent anything else. Any such description: (a) is intended to be useful information for Customers to evaluate when they make their own decisions about the identity and suitability of Worker/s whom they select or interact, or contract with via the Trabahadoor app; and (b) is not an endorsement, certification or guarantee by Trabahadoor of a Worker's skills or qualifications or whether they are licensed, insured, trustworthy, safe or suitable.

Notwithstanding any feature or service of the Trabahadoor app that a Customer may use to expedite Worker selection, the Customer is responsible for determining the Service and selecting or otherwise approving their Worker and should undertake their own research prior to booking any Service to be satisfied that a specific Worker has the right qualification.

B. Worker’s Role

The Trabahadoor app is not an employment agency service or business, and Trabahadoor is not an employer of any User. Users are not employees, partners, representatives, agents, joint venturers or franchisees of Trabahadoor.

Users hereby acknowledge and agree that (a) Trabahadoor does not (i) perform Services nor employ individuals to perform Services, (ii) supervise, scope, direct, control or monitor Worker’s work (including that Trabahadoor does not set Worker’s work locations, work hours, or terms of work), nor provide tools or supplies to, or pay any expenses of Worker, or (iii) have any control over the quality, timing, legality, failure to provide, of any other aspect whatsoever of Services or Users (or the acts or omissions thereof), nor of the integrity, responsibility, competence, qualifications, communications, or the ratings or reviews provided by Users with respect to each other; and (b) the formation of a Service

Agreement will not, under any circumstances, create any responsibility or liability for Trabahadoor, nor any employment or other relationship between Trabahadoor and the Users or between the Customer and the Worker.

Users do not have authority to, and may not act as agent for, nor bind or make any representations on behalf of, Trabahadoor (including the Workers may not modify all or any part of the Trabahadoor fees (see Section 3 below).

Trabahadoor is neither responsible nor liable for worker's compensation or any tax payments, unemployment or employment insurance, disability insurance, social security contributions, and any other government mandated benefits.

The Worker assumes full and sole responsibility for all required and applicable income tax and social contributions such as Social Security and others.

C. User Representations and Warranties

In your access to and use of the Platform, you represent and warrant that you:

1. Will comply fully with the terms of the Agreement, including, without limitation, these Terms and the Platform Use Policy and other Supplemental Terms;
2. Are at least 18 years of age and are otherwise capable of entering into binding contracts;
3. Have the right, authority and capacity to enter into the Agreement (including that you have the right and authority to act on behalf of, and bind to the Agreement, any company or organization on whose behalf you are entering into the Agreement);
4. Will only request and/or perform (as applicable) Services in a city where the Trabahadoor app has a presence;
5. Will respect the privacy (including, without limitation, private, family and home life), property, and data protection rights of Users and will not record (whether video or audio or otherwise) any Service or any interaction by or with any User and/or Trabahadoor without obtaining the prior written consent of Trabahadoor and/or the relevant User, as applicable;
6. Will act professionally and responsibly in your interactions with, and fulfill the commitments you make to, other Users (including by communicating clearly and promptly through the Chat Thread, and being present and/or available at the time you agree upon with other Users);
7. Will only utilize the Platform (as defined in the Fees, Payments and Cancellation Supplemental Terms) to make or receive payment for Services;

8. Will use your legal name and/or legal business name (as per your government issued identification and registration documents) and an up-to-date photo on your profile;
9. Will comply with all applicable local, state, provincial, national, or international laws in your use of the Platform;
10. Will not use the Platform for the purchase or delivery of alcohol, or any other controlled or illegal substances or services; and
11. Will ensure that all communications regarding Services (including, without limitation, scoping and payments and any questions relevant to Services), remain on the Platform, before, during and after the Service.

D. Additional Worker Representations and Warranties

If you are a Worker, you additionally represent and warrant that, in your access to and use of the Platform, you:

1. Are operating as an Independent Contractor entity when using the Platform; Trabahadoor does not dictate the terms, methods, or manner of your work.
2. Are customarily engaged in an independently established business of the same nature as the services performed for Customers through the Platform; Your use of Trabahadoor is solely to facilitate connections with the Customers, and Trabahadoor does not and will not control, manage, or supervise your business activities.
3. Have the unrestricted legal right to work and perform services in the jurisdiction in which you perform Services;
4. Have and will maintain (at your own expense) any licenses, permits, and/or registrations required by applicable laws that apply to your performance of Services (including, as applicable, a business license, business tax registration, and/or contractor's license);
5. Have and will maintain all insurance required to operate your business and perform the Services;
6. May accept or decline service invitations at your discretion.
7. Are responsible for setting expectations, communicating with Customers, and ensuring the safe and competent delivery of services you offer.
8. Shall only accept and perform services that fall within your skills, expertise, and qualifications.
9. Are solely responsible for ensuring services are performed in compliance with safety standards, local laws, and industry best practices.
10. You acknowledge and agree that you are solely responsible for ensuring that you meet any legal, regulatory, or ethical standards required for your services. If you

are required by law to disclose prior criminal convictions relevant to your work, you agree to voluntarily notify Trabahadoor in writing of any such convictions that arise after you have registered on the Platform.

2. Use of the Platform

A. Registration

You must register and create an account to access and use the Platform, providing only correct and accurate information (such as, without limitation, your name, business name, mailing address, email address, and/or cellphone number). You agree to immediately notify Trabahadoor (at hello@trabahadoor.com) of any changes to your account information. Failure to provide and maintain updated and accurate information may result in your inability to use the Platform and/or Trabahadoor's termination of this Agreement with you. Trabahadoor may restrict anyone from completing registration if Trabahadoor determines such a person may threaten the safety and integrity of the Platform, or if such restriction is necessary to address any other reasonable business concern.

B. Account Security

You are fully and solely responsible for (a) maintaining the confidentiality of any log-in, password, and account number provided by or given to you to access the Platform; and (b) all activities that occur under your password or account, even if not authorized by you. Trabahadoor has no control over any User's account. You agree to notify Trabahadoor immediately if you suspect any unauthorized party may be using your Platform password or account or any other breach of security.

C. Worker Onboarding

(i) **Background Checks.** To the extent permitted by applicable law, Workers may be subject to a review process before they can register on, and during their use of, the Platform, which may include, but is not limited to, identity verification and criminal background checks, using third party services as appropriate ("Background Check(s)"). If a Worker, to the extent permitted under applicable law, you agree to undergo such Background Checks. Trabahadoor cannot, and does not, assume any responsibility or liability for the accuracy or reliability of Background Check information, nor for any false or misleading statements made by Users of the Platform.

(ii) **Professional Licensing.** Trabahadoor does not independently verify that Workers have the necessary expertise, or have obtained any licenses, permits, or registrations required,

to perform their Services. It may be unlawful to perform certain types of Services without a license, permit and/or registration, and performing the same may result in law enforcement action and/or penalties or fines. Workers are solely responsible for avoiding such prohibited Services. If you have questions about how national, state, provincial, territorial and/or local laws apply to your Services on the Platform, you should first seek appropriate legal guidance. Customers are solely responsible for determining if a Worker has the skills and qualifications necessary to perform the specific Service and confirming that the Worker has obtained all required licenses, permits, or registrations, if any. Customers may wish to consult their national, state, provincial, territorial and/or local law requirements to determine whether certain Services are required to be performed by a licensed or otherwise registered professional.

D. Service Agreement

The Platform allows Users to offer, search for and book Services. After identifying and selecting a Worker to perform a Service, the Customer and the Worker may communicate via the Chat Thread in the Platform (the “Chat Thread”) to understand the scope, schedule and other details of the Service (including, without limitation, any specific hazards, obstacles, or impediments in the Service location (whether visible or concealed) that may impact the performance of the Service). Once the Service is scheduled via the Platform by the Worker, the Customer and Worker form a legally binding contract for the Service, which includes the engagement terms proposed and accepted, and any other contractual terms agreed to, by the Customer and the Worker in the Chat Thread for the Service (the “Service Agreement”). The Customer and the Worker each agree to comply with the Service Agreement and the Agreement during the engagement, performance and completion of a Service. Workers are responsible for exercising their own business judgment in entering into Service Agreements and performing Services; and acknowledge that there is a chance for individual profit or loss. Trabahadoor is not a party to any Service Agreement. The formation of a Service Agreement will not, under any circumstances, create any responsibility or liability for Trabahadoor.

E. Other Parties

(i) Worker Assistants. Where approved in advance by the Customer in the Chat Thread for the Service, Workers may engage assistants, helpers, subcontractors or other personnel (“Worker Assistant(s)”) to perform all or any part of a Service; provided that such Worker Assistants have registered through the Platform and meet all of the requirements applicable to the Worker as set out in the Agreement. The Worker assumes full and sole responsibility for the acts and omissions of all Worker Assistants used in its performance of Services and is fully responsible for: (a) the lawful payment of all

compensation, benefits and expenses for its Worker Assistants, (b) all required and applicable tax withholdings as to such Worker Assistants, and (c) ensuring all Worker Assistants are registered Workers on the Platform.

(ii) Customer Agents. The Customer agrees that if they have authorized someone other than the Customer to book a Service on their behalf or to be present in their stead when the Service is performed, the Customer is appointing that person as their agent ("Customer Agent(s)"), and the Customer is deemed to have granted to the Customer Agent the authority to act as their agent in relation to the applicable Service. Customer Agents may direct or instruct the Worker's performance of the Service, and the Worker may follow such direction as if the direction was given by the Customer. The Customer assumes full and sole responsibility for the acts and omissions of Customer Agents.

3. Fees, Billing, Invoicing, and Payment; Cancellation

The terms relevant to fees (including Worker Payments and Trabahadoor's fees), invoicing, payment (including for Services, and any other amounts owed by Users hereunder) and cancellation, are set out the Fees, Payments and Cancellation Supplemental Terms, which applies to your access to and use of the Platform. Unless otherwise expressly stated in this Agreement, all fees (including, without limitation, the Service Payment and all Trabahadoor fees) are non-refundable.

4. Contests and Promotional Codes

Trabahadoor may, from time to time, provide certain optional promotional codes, opportunities and contests to Users. All such optional promotional opportunities will be run at the sole discretion of Trabahadoor, will be subject to the terms and conditions governing the same, and can be implemented, modified, or removed at any time by Trabahadoor without advance notification. The liability of Trabahadoor and Affiliates relevant to such promotional opportunities and contests, shall be subject to the limitations set forth in Section 12 of these Terms.

5. Public Areas

The Platform may contain profiles, email systems, blogs, message boards, reviews, ratings, Service postings, chat areas, news groups, forums, communities and/or other message or communication facilities ("Public Areas") that allow Users to communicate with other Users. You may only use such community areas to send and receive messages and materials that are relevant and proper to the applicable forum.

You understand that all submissions made to Public Areas will be public, and you will be publicly identified by your name or login identification when communicating in Public Areas. Trabahadoor will not be responsible for the actions of any Users with respect to any information or materials posted or disclosed in Public Areas.

6. Deactivation and Suspension

In the event of an actual or suspected breach by you of any part of the Agreement (including, without limitation, abuse, fraud or interference with the proper working of the Platform), Trabahadoor may (a) suspend your right to use the Platform pending its investigation; and/or (b) deactivate your account or limit your use of the Platform upon its confirmation of a breach. Trabahadoor will provide you with written notice of its determination in accordance with, and as required by, applicable laws. If you wish to appeal any determination made by Trabahadoor pursuant to this Section, please contact us at hello@trabahadoor.com within 14 days of receipt of such notice with the grounds for your appeal.

If Trabahadoor suspends or deactivates your account or limits your use of the Platform pursuant to this Section 6, you may not register and/or create a new account under different usernames, identities or contact details (whether under your or any other name or business name), even if you are acting on behalf of a third party.

7. Termination

You may terminate the Agreement between you and Trabahadoor at any time by ceasing all use of the Platform and deactivating your account. Trabahadoor may terminate the Agreement between you and Trabahadoor at any time, and cease providing access to the Platform (pursuant to Section 6 above), if you breach any part of the Agreement or violate applicable laws.

Even after your right to use the Platform is suspended, terminated or limited, the Agreement will remain enforceable against you. Trabahadoor reserves the right to take appropriate legal action pursuant to the Agreement.

8. User Generated Content; Feedback

A. User Generated Content

“User Generated Content” is defined as any information, content and materials (including any videotape, film, recording, photograph, voice) you provide to Trabahadoor, its agents,

Affiliates, and corporate partners, or other Users in connection with your registration for and use of the Platform (including, without limitation, the information and materials posted or transmitted for use in Public Areas).

User Generated Content is not the opinion of, and has not been verified or approved by, Trabahadoor. You acknowledge and agree that Trabahadoor: (a) is not involved in the creation or development of User Generated Content and does not control any User Generated Content; (b) is not responsible or liable for any User Generated Content (including any accuracy, or results obtained by the use, thereof or reliance thereon); (c) may, but has no obligation to, monitor or review User Generated Content; and (d) reserves the right to limit or remove User Generated Content if it is not compliant with the terms of the Agreement.

You are and remain solely responsible and liable for your User Generated Content. To the extent permitted by law, you hereby grant Trabahadoor, for the full duration of all rights that may exist in the User Generated Content (including any legal extensions thereof), a non-exclusive, worldwide, perpetual, irrevocable, royalty-free, fully-paid, unrestricted, sublicensable (through multiple tiers), transferable right and license to publish, reproduce, disseminate, transmit, distribute, modify, adapt, publish, translate, create derivative works from, publicly perform, exhibit, display (in whole or in part), act on and/or otherwise use your User Generated Content, in any media, form or technology now known or later developed, including (without limitation) in connection with any advertising, marketing, and/or publicizing of the Platform, without any approval by, or compensation to you. You acknowledge and agree that the foregoing license shall also extend to, and Trabahadoor and its Affiliates may use (in accordance with this Section), your name, username, image, silhouette and other reproductions of your physical likeness, voice, likeness, screen name(s) and/or any biographical, professional and/or other identifying information (collectively, "Likeness") in, and in connection with, the your use of the Platform, including on websites, social media platforms and third-party digital platforms owned or controlled by us or our Affiliates.

You hereby represent and warrant to Trabahadoor that (i) have the lawful authority to grant the rights in your User Generated Content as set out herein, and that such rights do not negatively impact any third-party rights; and (ii) your User Generated Content will not: (1) be false, inaccurate, incomplete or misleading; (2) be fraudulent or involve the transfer or sale of illegal, counterfeit or stolen items; (3) infringe on any third party's privacy, or copyright, patent, trademark, trade secret or other proprietary or intellectual property right or rights of publicity or personality (to the extent recognized by law in the country where the Service is performed); (4) violate any law, statute, ordinance, code, or regulation (including without limitation those governing export control, consumer protection, unfair

competition, anti-discrimination, incitement of hatred or false or misleading advertising, anti-spam or privacy); (5) be defamatory, libelous, malicious, threatening, or harassing; (6) be obscene or contain pornography (including but not limited to child pornography) or be harmful to minors; (7) contain any viruses, scripts such as Trojan Horses, SQL injections, worms, time bombs, corrupt files, cancelbots or other computer programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or personal information; (8) claim or suggest in any way that you are employed or directly engaged by or affiliated with Trabahadoor or otherwise purport to act as a representative or agent of Trabahadoor; or (9) create liability for Trabahadoor or cause Trabahadoor to lose (in whole or in part) the services of its Internet Service Providers (ISPs) or other partners or suppliers.

You hereby waive (a) any “moral rights” associated with the User Generated Content (to the extent allowable by law); and (b) all claims relevant to the User Generated Content and Trabahadoor’s use thereof and of your Likeness. You release the Trabahadoor Parties (defined below) from, and shall hold such parties harmless from and against, any and all Liabilities (defined below), (including, without limitation, for defamation, malicious falsehood, invasion of right to privacy, data protection, publicity or personality or any similar matter), based upon or relating to Trabahadoor’s use and exploitation of such User Generated Content and your Likeness as permitted herein.

Trabahadoor is entitled to identify a User to other Users or to third parties who claim that their rights have been infringed by User Generated Content submitted by that User, so that they may attempt to resolve the claim directly. If you believe, in good faith, that any User Generated Content provided on or in connection with the Platform is objectionable or infringes any of its rights or the rights of others, you are encouraged to notify Trabahadoor at hello@trabahadoor.com. If a User discovers that User Generated Content promotes crimes against humanity, incites hatred and/or violence, or concerns child pornography, the User must notify Trabahadoor at hello@trabahadoor.com.

B. Feedback

The Platform hosts User Generated Content relating to reviews and ratings of specific Workers (“Feedback”), which enables Users to post and read other Users’ expressions of their experiences. Feedback is the opinion of the User who has posted it. Feedback is not the opinion of, and has not been verified or approved by, Trabahadoor. Trabahadoor does not evaluate Users. Trabahadoor may, but is not obligated to, investigate, modify and/or remove any Feedback or other remarks posted by Users. You may request removal of a review that violates the Agreement or the Trabahadoor Ratings and Reviews Guidelines by contacting us at hello@trabahadoor.com.

9. Intellectual Property Rights

The Platform, and all components thereof and content made available and/or displayed thereon (including the Marks (defined below), and all text, graphics, editorial content, data, formatting, graphs, designs, HTML, look and feel, photographs, music, sounds, images, software, videos, typefaces, information, tools, designs, interfaces and other content (including the coordination, selection, arrangement, and enhancement of, and any and all intellectual property rights in and to, the foregoing (collectively “Proprietary Material”))), is owned by Trabahadoor, excluding User Generated Content and any third-party websites made available on or via the Platform. Proprietary Material is protected, in all forms, media and technologies now known or hereinafter developed, by domestic and international laws, including those governing copyright, patents, and other proprietary and intellectual property rights. Any use of the Proprietary Material other than as permitted in the Agreement is expressly prohibited.

The service marks, logos and trademarks of Trabahadoor (the “Marks”), including without limitation those for Trabahadoor, are owned by Trabahadoor. The Marks are not available for use by Workers. You may not copy or use the Marks without obtaining Trabahadoor’s express prior written consent. Any other trademarks, service marks, logos and/or trade names appearing on the Platform are the property of their respective owner and may not be used without the prior written consent of such owner.

10. Links to Third-Party Websites

The Platform may contain links (such as, without limitation, hyperlinks, external websites that are framed by the Platform, and advertisements displayed in connection therewith (including as may be featured in any banner or other advertising) to third-party websites), which are maintained by parties over which Trabahadoor exercises no control.

Such links are provided for reference and convenience only; and do not constitute Trabahadoor’s endorsement, warranty or guarantee of, or association with, those websites, their content or their operators. It is your responsibility to evaluate the content and usefulness of the information obtained from other websites. The use of any website controlled, owned or operated by a third party is governed by the terms and conditions of use and privacy policy for that website. You access and use such third-party websites at your own risk.

Trabahadoor has no obligation to monitor, review, limit or remove links to third-party websites, but reserves the right to do so, at its sole discretion. Trabahadoor (a) expressly

disclaims any responsibility or liability for any such third-party links or websites (including your access to or use thereof, and any products or services advertised or offered thereby, and any claims arising therefrom); and (b) is not and will not be a party to any transaction between you and any third-party providers of products or services.

You expressly relieve Trabahadoor from any and all liability arising from your access to and/or use of any third-party websites.

11.Disclaimer of Warranties

Use Of The Platform Is Entirely At Your Own Risk

THE PLATFORM AND THE TECHNOLOGY UNDERLYING IT ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS, WITHOUT WARRANTIES OR CONDITIONS OF ANY KIND, EITHER EXPRESS OR IMPLIED, (INCLUDING, BUT NOT LIMITED TO, WARRANTIES OR CONDITIONS OF MERCHANTABILITY, QUALITY OR FITNESS FOR A PARTICULAR PURPOSE, GOOD AND WORKMANLIKE SERVICES, COMPLIANCE WITH ANY LAW, STATUTE, ORDINANCE, REGULATION, OR CODE, AND/OR NON-INFRINGEMENT), AND THE SAME ARE EXPRESSLY EXCLUDED.

WITHOUT LIMITING THE FOREGOING, TRABAHADOOR AND ITS PARENTS, AFFILIATES, LICENSORS, AND THEIR RESPECTIVE DIRECTORS, OFFICERS, SHAREHOLDERS, AGENTS, INVESTORS, SUBSIDIARIES, ATTORNEYS, REPRESENTATIVES, INSURERS, EMPLOYEES, SUCCESSORS AND ASSIGNS (COLLECTIVELY, THE “AFFILIATES”, AND TOGETHER WITH TRABAHADOOR, THE “TRABAHADOOR PARTIES”):

MAKE NO, AND EXPRESSLY DISCLAIM (TO THE EXTENT PERMITTED BY LAW), ALL REPRESENTATIONS AND WARRANTIES AS TO, (I) THE TIMELINESS, SUITABILITY, ACCURACY, RELIABILITY, COMPLETENESS OR CONTENT OF THE PLATFORM, (II) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE PLATFORM OR ANY SERVICE OR SERVICE PROVIDED ON, THROUGH OR IN CONNECTION WITH THE USE OF THE PLATFORM, OR (III) THE SERVICES OR SERVICES PROVIDED BY, OR THE INTERACTIONS OR COMMUNICATIONS OF OR BETWEEN, USERS OF THE PLATFORM (WHETHER ON- OR OFF-LINE, OR OTHERWISE) (INCLUDING, BUT NOT LIMITED TO, AS TO ANY WORKER’S ABILITY, PROFESSIONAL ACCREDITATION, REGISTRATION OR LICENSURE);

DO NOT WARRANT THAT THE PLATFORM IS OR WILL BE (1) ERROR-FREE OR THAT ACCESS THERETO WILL BE UNINTERRUPTED; OR (2) FREE FROM COMPUTER VIRUSES, SYSTEM FAILURES, WORMS, TROJAN HORSES, OR

OTHER HARMFUL COMPONENTS OR MALFUNCTIONS, INCLUDING DURING HYPERLINK TO OR FROM THIRD-PARTY WEBSITES; AND DO NOT WARRANT, ENDORSE, GUARANTEE, RECOMMEND, OR ASSUME RESPONSIBILITY FOR ANY PRODUCT OR SERVICE ADVERTISED OR OFFERED BY ANY THIRD PARTY THROUGH THE SERVICE OR ANY HYPERLINKED WEBSITE OR SERVICE, INCLUDING BY ANY WORKER, AND TRABAHADOOR WILL NOT BE A PARTY TO, OR IN ANY WAY MONITOR, ANY TRANSACTION BETWEEN YOU AND THIRD-PARTY PROVIDERS OF PRODUCTS OR SERVICES.

These terms give you specific legal rights, and you may also have other rights, which vary from jurisdiction to jurisdiction. The disclaimers, exclusions, and limitations under these terms will not apply to the extent prohibited by applicable law.

12. Limitation of Liability

You acknowledge and agree that Trabahadoor is only willing to provide the Platform if you agree to certain limitations of our liability to you and third parties, as set out in this Section and elsewhere in the Agreement.

THEREFORE, YOU ACKNOWLEDGE AND AGREE THAT, TO THE EXTENT PERMITTED BY APPLICABLE LAW, UNDER NO CIRCUMSTANCES WILL THE TRABAHADOOR PARTIES OR THEIR CORPORATE PARTNERS BE RESPONSIBLE OR LIABLE (WHETHER IN CONTRACT, WARRANTY, TORT OR OTHERWISE) FOR, AND SUCH PARTIES EXPRESSLY DISCLAIM, ANY AND ALL LIABILITY, CLAIMS, DEMANDS, DAMAGES (WHETHER DIRECT, INDIRECT, INCIDENTAL, ACTUAL, CONSEQUENTIAL, ECONOMIC, SPECIAL OR EXEMPLARY (INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, LOSS OF DATA OR GOODWILL, SERVICE INTERRUPTION, COMPUTER DAMAGE, SYSTEM FAILURE, FAILURE TO STORE ANY INFORMATION AND THE COST OF SUBSTITUTE PRODUCTS OR SERVICES), EXPENSES (INCLUDING ATTORNEYS' FEES AND COSTS), LOSSES, GOVERNMENTAL OBLIGATIONS, SUITS, AND/OR CONTROVERSIES OF EVERY KIND AND NATURE, KNOWN AND UNKNOWN, SUSPECTED AND UNSUSPECTED, DISCLOSED AND UNDISCLOSED (COLLECTIVELY, "LIABILITIES") ARISING OUT OF OR IN ANY WAY RELATED TO OR CONNECTED WITH THE PLATFORM OR YOUR OR ANY OTHER PARTY'S USE OF OR INABILITY TO USE THE PLATFORM, EVEN IF ADVISED OF THE POSSIBILITY OF THE SAME. TO THE EXTENT PERMITTED BY LAW, YOU HEREBY RELEASE THE TRABAHADOOR PARTIES AND THEIR CORPORATE PARTNERS FROM THE FOREGOING.

Nothing in the Agreement excludes or limits any liability or warranty that, by applicable law, may not be limited or excluded. Additionally, some jurisdictions do not allow the exclusion of certain warranties or limitation of incidental or consequential damages; in such cases the above limitations may not apply to you in their entirety.

IF, NOTWITHSTANDING THE FOREGOING EXCLUSIONS, IT IS DETERMINED THAT THE TRABAHADOOR PARTIES OR THEIR CORPORATE PARTNERS ARE LIABLE FOR DAMAGES, IN NO EVENT WILL THE AGGREGATE LIABILITY, WHETHER ARISING IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, EXCEED: (A) IF YOU ARE A CUSTOMER, THE TOTAL FEES PAID BY YOU TO TRABAHADOOR IN THE 6 MONTHS PRIOR TO THE TIME SUCH CLAIM AROSE; AND (B) IF YOU ARE A WORKER, THE TOTAL SERVICE PAYMENTS PAID TO YOU BY CUSTOMERS IN THE 6 MONTHS PRIOR TO THE TIME SUCH CLAIM AROSE, TO THE EXTENT PERMITTED BY APPLICABLE LAW.

13. Indemnification

Users' indemnification obligations are set out below in this Section. Trabahadoor reserves the right, in its own sole discretion, to assume the exclusive defense and control of any matter otherwise subject to your indemnification. You will not, in any event, settle any claim or matter without the prior written consent of Trabahadoor.

A. Customer Indemnification

If you are a Customer, you shall indemnify, defend, and hold harmless Trabahadoor and Affiliates from and against any and all Liabilities incurred in connection with (i) your use of, inability to use, or participation on, the Platform; (ii) your breach or violation of the Agreement; (iii) your violation of any law, or the rights of any User or third party; (iv) your use of any third-party links or websites that appear on the Platform; (v) any User Generated Content and/or Feedback submitted by you or using your account to the Platform, including but not limited to the extent such content may infringe on the intellectual rights of a third party or otherwise be illegal or unlawful; and (vi) the acts or omissions of any Customer Agents.

B. Worker Indemnification

If you are a Worker, you shall indemnify, defend, and hold harmless Trabahadoor and Affiliates from and against any and all Liabilities incurred in connection with (i) your use

of, inability to use, or participation on, the Platform; (ii) your participation in Services, or your ability or inability to perform Services or to receive payment therefor; (iii) your breach or violation of the Agreement; (iv) your violation of any law, or the rights of any User or third party; (v) any User Generated Content and/or Feedback submitted by or about you or using your account to the Platform, including but not limited to the extent such content may infringe on the intellectual rights of a third party or otherwise be illegal or unlawful; and (vi) the acts or omissions of any Worker Assistants.

14. Dispute Resolution

To expedite resolution and reduce the cost of any dispute, controversy or claim related to, arising from or regarding your use of the Platform, your relationship with Trabahadoor, Services, or the Agreement (including previous versions), (“Dispute”), you can try to find an amicable solution with Trabahadoor before initiating any out of court settlement (such as mediation or arbitration) or court proceeding (except as may be set forth in Section 23). Such informal negotiations will commence upon written notice. Your address for such notices is the one associated with your account, with an email copy to the email address you have provided to Trabahadoor. Trabahadoor’s address for such notice is as set out here.

15. App Store-Sourced Apps

If you access or download any App from the Apple App Store, you agree to Apple’s Licensed Application End User License Agreement and will comply therewith in your access to and use of the App(s). If you access or download any App from the Google Play Store, you agree to Google Play Terms of Service and will comply therewith in your access to and use of the App(s).

16. Changes to the Agreement, the Platform and the App

A. Changes to the Agreement

Trabahadoor reserves the right, for justifiable and proportionate reasons, at any time, to review, change, modify, update, add to, supplement, suspend, discontinue, or delete any term(s) or provision(s) of the Agreement (including the Terms of Service, Privacy Policy, Acceptable Use Policy and/or other terms and policies mentioned).

Notice of such amendments may be given by posting such updates or modifications (or notice thereof) on the Platform, on the online location of the relevant terms, policies or supplemental terms, by e-mail or in any other reasonable manner; and the amendments

will be effective upon such posting. Your continued use of the Platform after such posting constitutes your consent to be bound by the Agreement, as amended.

Notwithstanding the foregoing, if such modifications and/or updates are material, you will be informed in advance (in the manner set out in this Section) for your acceptance or rejection. If any changes to the Agreement are unacceptable to you or cause you to no longer be in compliance with the Agreement, the previous Terms will apply to your current Services, but you will not be able to use the Platform or contract new Services and you must deactivate your account, and immediately stop using the Platform. After notifying you of any material changes, your continued use of the Platform following any revision to the Agreement constitutes your complete and irrevocable acceptance of any and all such changes, except where prohibited by any laws or regulations in your jurisdiction.

To the extent permitted by law, Trabahadoor shall not be liable to you for any modification to all or any portion of the Agreement.

B. Changes to the Platform

Trabahadoor reserves the right to, at any time, review, improve, modify, update, upgrade, discontinue, impose limits, or restrict access to, whether temporarily or permanently, all or any portion of the Platform (including any content or information available on or through the Platform), effective with prior notice (where possible) and without any liability to Trabahadoor. To the extent permitted by law, Trabahadoor shall not be liable to you for any updates, upgrades, modifications to or discontinuance of all or any portion of the Platform.

C. Mobile App Updates and Upgrades

By installing the App(s), you consent to the installation of the App(s) and any updates or upgrades that are released through the Platform. The App (including any updates or upgrades) may (i) cause your device to automatically communicate with Trabahadoor's servers to deliver the App functionality and to record usage metrics, (ii) affect App-related preferences or data stored on your device, and/or (iii) collect personal information as set out in our Privacy Policy. You can uninstall the App(s) at any time.

17. No Rights of Third Parties

Except as expressly set out herein and/or is otherwise required by applicable laws, the Agreement is for the sole benefit of Trabahadoor and the User, and their permitted successors and assigns, and there are no other third-party beneficiaries under the Agreement. None of the terms of the Agreement are enforceable by any persons who are not a party to the Agreement; provided, however, that Trabahadoor may enforce any such provisions on behalf of its Affiliates.

18. Notices and Consent to Receive Notices Electronically

Unless otherwise specified in the Agreement, all agreements, notices, disclosures and other communications (collectively, “Notices”) under the Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered or sent by certified or registered mail, return receipt requested; when receipt is electronically confirmed, if transmitted by facsimile or email; or the day it is shown as delivered by the overnight delivery service’s tracking information, if sent for next day delivery by a recognized overnight delivery service. Notwithstanding the foregoing, any Notices to which the Agreement refers will be sent to you electronically (including, without limitation, by email or by posting Notices on the Sites), and you consent to receive Notices in this manner. All notices that we provide to you electronically satisfy any legal requirement that such communications be in writing.

If you have any questions about these Terms of Service or about the Platform, please contact us at hello@trabahadoor.com.

19. Consent to Electronic Signatures

By using the Platform, you agree (a) to transact electronically through the Platform; (b) your electronic signature is the legal equivalent of your manual signature and has the same legal effect, validity and enforceability as a paper-based signature; (c) your use of a keypad, mouse or other device to select an item, button, icon or similar act/action, constitutes your signature as if actually signed by you in writing; and (d) no certification authority or other third party verification is necessary to validate your electronic signature, and the lack of such certification or third party verification will not in any way affect the enforceability of your electronic signature.

20. Governing Law

Except for Sections 14 (Dispute Resolution) and/or 23 (Jurisdiction-specific Provisions) hereof, the Agreement and your use of the Platform will be governed by, and will be

construed under, the laws as set out in this Section (without regard to choice of law principles):

Laws of the Republic of the Philippines.

The choices of law set out in this Section shall apply unless and to the extent state, provincial, local and international laws, rules, regulations, directives, judgments and/or orders binding on or applicable to you or your performance hereunder, require that the Agreement or your use of the Platform be governed by the laws of the country in which the Service is performed. This provision is intended only to designate the governing laws to interpret the Agreement and is not intended to create any substantive right to non-residents of the designated country/province/state to assert claims under such law whether by statute, common law, or otherwise. Nothing shall prevent Trabahadoor from bringing proceedings to protect our intellectual property rights before any competent court.

21. Notices

The Trabahadoor Platform, websites and Apps are owned and operated by Advanced Thinkers Co., a company registered in Tacloban City, Philippines. Any communications and notices can be delivered or submitted to hello@trabahadoor.com.

22. General Provisions

a. Relationship of the Parties

No agency, partnership, joint venture, employer-employee or franchisor-franchisee relationship exists, is intended or created between you and Trabahadoor by the Agreement or your use of the Platform. Users do not have authority to act as agent for, nor to bind or make any representations on behalf of, Trabahadoor.

b. Entire Agreement

The Agreement (including any terms linked to in, and incorporated by reference into, these Terms) constitutes the complete and exclusive agreement between you and Trabahadoor with respect to your use of the Platform, and supersedes any and all prior or contemporaneous agreements, proposals or communications. However, the Agreement does not supersede other agreements about other subject matter that you may have with Trabahadoor. The provisions of the Agreement are intended to be interpreted in a manner which makes them valid, legal, and enforceable.

c. Severability; Waiver

In the event any provision is found to be partially or wholly invalid, illegal or unenforceable, (1) such provision shall be modified or restructured to the extent and in the manner necessary to render it valid, legal, and enforceable, or (2) if such provision cannot be so modified or restructured, it shall be excised from the Agreement without affecting the validity, legality or enforceability of any of the remaining provisions. Failure by Trabahadoor to enforce any provision(s) of the Agreement will not be construed as a waiver of any provision or right.

You hereby acknowledge and agree that we may assign or transfer the Agreement without your consent. In any case, this assignment will be notified to the User who, in the event legally foreseen, may terminate the Agreement and cease use of the Platform. Upon the effective date of the assignment of the Agreement (a) Trabahadoor shall be relieved of all rights, obligations and/or liabilities to you arising in respect of events postdating the effective date of the assignment, and (b) the assignee entity shall replace Trabahadoor for the performance of the Agreement. You may not assign or transfer the Agreement without our prior written approval. Any assignment in violation of this Section 22 shall be null and void. The Agreement will inure to the benefit of Trabahadoor, its successors and assigns. All parts of the Agreement which, by their nature, should survive the expiration or termination of the Agreement shall continue in full force and effect subsequent to, and notwithstanding, the expiration or termination of the Agreement or your use of the Platform.

The Agreement, in whole and in part, is drawn up in English. In case of discrepancies between the English text version of the Agreement (in whole or in part) and any translation of the Agreement, the English version shall prevail.

23. Jurisdiction-specific Provisions, including Dispute Resolution

The terms in this Section apply to Users in the noted jurisdictions. To the extent that there are any discrepancies or inconsistencies between these Global Terms of Service and the following jurisdiction-specific provisions, the jurisdiction-specific provisions shall prevail, govern and control with respect to Users in those jurisdictions.

I. Telephone Communications and Agreement to be Contacted

You acknowledge that by providing your telephone number, you expressly consent and agree to receive calls or text messages, including by manual dialing and/or using an automated telephone dialing system, from Trabahadoor and Affiliates, or from independent contractors (including Workers) related to your account, registration,

onboarding, upcoming or scheduled Services, changes and updates, service outages, follow ups to any push notifications delivered through our mobile application, any transaction with Trabahadoor, and/or your relationship with Trabahadoor. You acknowledge and agree to receive automated calls and text messages from Trabahadoor and Affiliates, or from independent contractors (including Workers) even if you close your account or terminate your relationship with Trabahadoor, unless you opt-out.

We may offer you the chance to enroll to receive recurring text messages from us about service-related news alerts and marketing or promotional offers (“promotional texts”). By enrolling in a promotional text message program, you agree to receive text messages, including from an automated telephone dialing system, to your mobile phone number provided, and you certify that your mobile number provided is true and accurate and that you are authorized to enroll the designated mobile number to receive such texts. Message frequency varies and standard message and data rates apply. You understand that you do not have to agree to receive automated promotional calls/texts as a condition of purchasing any goods or services. To opt-out, please message us at hello@trabahadoor.com.

You may opt-out from receiving text messages at any time. You acknowledge and agree that you may receive one final text message confirming your opt-out. It is your sole responsibility to notify Trabahadoor if you no longer want to receive automated calls or text messages. Please note that if you opt out of automated calls or text messages, we reserve the right to make non-automated calls to you.

Trabahadoor and Affiliates cannot and do not guarantee that any personal information supplied by you will not be misappropriated, intercepted, deleted, destroyed or used by others.

II. Invoicing Obligations for Workers

As a Worker rendering services in your country, you may have the obligation under applicable law to issue invoices or receipts to your Customers. Any invoices or receipts may have to comply with specific requirements. Trabahadoor is not responsible for issuing these invoices or receipts on your behalf. By accepting these Terms of Service, you acknowledge that Trabahadoor will not issue invoices or receipts on your behalf.

Workers remain at all times fully liable regarding (i) their invoicing or receipt obligations, in particular regarding the content of the invoice(s) or receipt(s) and their mandatory details and retention obligations; and (ii) the tax consequences (such as VAT) deriving from that.

24. Acknowledgement and Consent

I HEREBY ACKNOWLEDGE THAT I HAVE READ AND UNDERSTAND THE FOREGOING TERMS OF SERVICE, AS WELL AS THE PRIVACY POLICY, ALL OTHER TERMS INCORPORATED HEREIN AND THEREIN BY REFERENCE, AND AGREE THAT MY USE OF THE PLATFORM IS AN ACKNOWLEDGMENT OF MY AGREEMENT TO BE BOUND BY THE TERMS AND CONDITIONS OF THE AGREEMENT.