

SERVICEZILLA, INC.

SERVICEZILLA™ USER AGREEMENT

PLEASE READ THIS AGREEMENT CAREFULLY. By using all or any portion of this ServiceZilla website, including, without limitation, any review of its contents, creating a user profile, posting of job descriptions, creating a company profile, uploading company information, contacts between users and contractors, receipt of bids, or accessing relevant data, You agree to be bound by the terms and conditions (“Terms”) of this ServiceZilla User Agreement (“Agreement”), which may be modified from time to time in ServiceZilla’s sole discretion. If You do not agree to the Terms, do not accept this agreement; do not continue with your use of this website; do not create a user profile; do not accept a ServiceZilla Service Provider package or post company information; and do not communicate with users if a Service Provider or contractors, if a user. This Agreement is enforceable against You and any legal entity on whose behalf it is used. This includes your employer or any company for which You are serving as a representative or consultant.

HERE’S HOW IT WORKS. You will create a user profile and agree to be bound by the Terms. You will be permitted to create a job description and post an ad describing the required services. Your ad and pictures relating to the work to be performed, which You may wish to upload, will be available for review by participating Service Providers.

1. REGISTRATION/REQUIREMENTS

- a. You must be over the age of eighteen (18) to use the ServiceZilla website and services.
- b. You agree to provide ServiceZilla with current, accurate and complete information when prompted for a job description, registration information, company profile, or other relevant information (“Information”) about You, Your job posting, Your company and Your services. You represent that You have the right to provide the Information and that such Information does not infringe or otherwise violate the property, privacy or publicity rights of third parties.
- c. You may not provide or upload in any way: false or misleading Information; malicious or hidden programs of any nature that can cause damage to or interfere with computers and computer programs; photographs, statements or other material that may be considered defamatory, abusive, obscene or sexually explicit, or any material which has been

obtained without consent, which infringes the intellectual property rights of a third party, or which has the purpose or effect of violating federal, state or local law.

d. You understand and agree that Your participation, whether as a user or provider shall be void where prohibited.

e. Service Providers agrees to pay all membership fees when due.

2. SERVICEZILLA USERS

a. It is our intent to encourage Your participation as well as the participation of contractors, professionals, or other service providers ("Service Provider"), on terms that we believe will enhance Your opportunity to engage in informed business transactions in a marketplace created by ServiceZilla.

b. ServiceZilla provides You with an opportunity to post Your requirements for services, review relevant information accumulated by ServiceZilla, connect with and choose a Service Provider and update ServiceZilla with relevant information.

c. ServiceZilla will use its best efforts to create a ServiceZilla marketplace by attracting and listing Service Providers in Your area and obtaining relevant user feedback. ServiceZilla does not guarantee that You will find a suitable match for Your service needs or that there will be a Service Provider in Your area that is capable or willing to provide the services You require.

d. ServiceZilla does not verify the information provided or perform any other check. ServiceZilla will use reasonable efforts, however, to obtain relevant, accurate and complete information from the listed Service Providers. ServiceZilla recommends that users confirm claims and representations made by those Service Providers in which there is an interest.

e. ServiceZilla is not responsible for the profile, website links or other information supplied by Service Providers and makes no guarantee or representation regarding any Service Provider skills or quality of work.

3. SERVICEZILLA SERVICE PROVIDERS

a. In order to participate in the ServiceZilla Marketplace, Service Providers must select from one of three packages. The selection will determine the extent to which a Service Provider may customize materials that will be available to ServiceZilla users, the categories of services in which the Service Provider may participate, and the number of projects per day on which the Service Provider may bid.

b. Service Providers must also agree to be bound by and comply with the Terms of this Agreement, as the Terms and the Agreement may be amended from time to time.

c. Service Providers will be required to create a company profile and provide detailed information about the nature of the business, experience on particular projects or level of business sought, the state of incorporation, insurance or bonding information as appropriate, the nature and extent of any licenses or registrations, such as with a state, local or national organization to show level of competency or proficiency, and the existence of affiliations such as with the Better Business Bureau, Chamber of Commerce or other organization. Additional information will also be supplied in connection with the listing of each of the Service Providers.

4. SERVICEZILLA SERVICES

a. ServiceZilla has no connections with the listed Service Providers other than to provide a marketplace for users of services.

b. Service Providers are not employees, representatives, or agents of ServiceZilla.

c. ServiceZilla does not endorse and is not responsible or liable for any listed Service Providers.

d. ServiceZilla does not guarantee the accuracy, integrity, sufficiency or completeness of any content transmitted or uploaded by the Service Providers or users of this website.

e. ServiceZilla does not establish preferences, provide assurances, warranties or guarantees of any kind in connection with the advertising, products, goods, services or reputation of the Service Providers.

f. ServiceZilla is not responsible or liable for the availability or conduct of the Service Providers or any damage or loss caused directly or indirectly by the Service Providers or any of their employees or other representatives.

g. You understand and agree that any decision to use the services of any Service Provider should be based on Your evaluation of the content and data provided by the Service Providers, any comments or reviews provided by members of Your community, and other available resource material including personal referrals.

h. You understand and agree further that You are solely responsible for any use of the content and data to select, consider or hire a Service Provider. You also agree that You are solely responsible for Your communications, dealings and contracts with the Service Providers.

i. You understand and agree that Service Providers reserve the right to see and evaluate a job in person before providing a written estimate or bid, and that a Service Provider is under no obligation to provide a bid on the job.

j. If You elect to use the services of a Service Provider, it is recommended that You enter into a written contract. Should You have any dispute with a Service Provider, You must address the dispute directly with the Service Provider.

5. NO WARRANTY/LIMITATION OF LIABILITY

SERVICEZILLA AND ITS LICENSORS AND SUPPLIERS MAKE NO REPRESENTATIONS OR WARRANTIES ABOUT THE SUITABILITY OF THE INFORMATION CONTAINED IN THE SERVICEZILLA WEBSITE OR PUBLISHED ON THIS SERVER FOR ANY PURPOSE. SERVICEZILLA AND ITS LICENSORS AND SUPPLIERS HEREBY DISCLAIM ALL WARRANTIES AND CONDITIONS WITH REGARD TO THIS INFORMATION, INCLUDING ALL IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT. THE INFORMATION ON THE SERVICEZILLA WEBSITE MAY INCLUDE TECHNICAL INACCURACIES OR ERRORS. SERVICEZILLA AND ITS LICENSORS AND SUPPLIERS MAY MODIFY THE CONTENT OF ITS WEBSITE, FROM TIME TO TIME, IN THEIR SOLE DISCRETION.

6. INDEMNITY

YOU HEREBY AGREE TO RELEASE AND INDEMNIFY AND HOLD SERVICEZILLA AND ITS OFFICERS, DIRECTORS, AFFILIATES, EMPLOYEES AND AGENTS AND ANY OTHER PERSON, FIRM, OR ENTITY (INCLUDING BUSINESS PARTNERS, LICENSORS, SUPPLIERS AND CONTRACTORS, AND THE DIRECTORS AND OFFICERS OF EACH OF THE FOREGOING) HARMLESS FROM AND AGAINST ANY DAMAGES OR CLAIMS (INCLUDING CONSEQUENTIAL AND INCIDENTAL DAMAGES) OF EVERY KIND OR NATURE, SUSPECTED AND UNSUSPECTED, KNOWN AND UNKNOWN, AND DISCLOSED OR UNDISCLOSED, ARISING OUT OF OR IN ANY WAY CONNECTED WITH YOUR CONTRACTS, DISPUTES AND DEALINGS WITH SERVICE PROVIDERS.

7. LIMITATION OF LIABILITY. IN NO EVENT WILL SERVICEZILLA OR ITS LICENSORS BE LIABLE TO YOU FOR ANY LOSS, DAMAGES, CLAIMS OR COSTS WHATSOEVER INCLUDING ANY CONSEQUENTIAL, INDIRECT, SPECIAL OR INCIDENTAL DAMAGES, ANY LOST PROFITS OR LOST SAVINGS, ANY DAMAGES RESULTING FROM BUSINESS INTERRUPTION, PERSONAL INJURY OR FAILURE TO MEET ANY DUTY OF CARE, OR CLAIMS BY A THIRD PARTY, EVEN IF A REPRESENTATIVE OF SERVICEZILLA OR AN AFFILIATE OF SERVICEZILLA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS, DAMAGES, CLAIMS OR COSTS.

8. NONCOMPLIANCE/TERMINATION

a. You understand that a violation of the Terms could result in claims, lawsuits, significant damages and costs, and You agree that You will be liable to ServiceZilla in the event of such event.

b. You agree to indemnify and hold ServiceZilla harmless from and against any such damages and costs, including reasonable attorneys' fees, in the event any claims or lawsuits are brought by third parties against ServiceZilla based on or arising out of Your violation of the Terms.

c. ServiceZilla reserves the right to initiate legal actions or proceedings against You for damages or for equitable relief, including injunctions, plus costs and legal fees, if You violate the Terms.

d. If ServiceZilla has reason to suspect that You are not in compliance with the Terms or You are using the ServiceZilla website for improper purposes, ServiceZilla reserves the right to cancel any plan or immediately terminate Your use of and access to the ServiceZilla website, in its sole discretion.

e. Knowing violations including, without limitation, the use of: (i) false or fraudulent information, (ii) malicious or hidden programs, (iii) material that is defamatory, abusive, obscene or sexually explicit, (iv) material which violates one's right of privacy or publicity, or has been obtained without consent, or which infringes the intellectual property rights of another, or (v) any content in violation of law or regulation, shall be subject to the payment of liquidated damages of \$10,000 per violation, or such greater amount as may be determined by a court of competent jurisdiction, plus related attorneys' fees and costs in each case, in the sole discretion of ServiceZilla.

9. INTELLECTUAL PROPERTY OWNERSHIP.

a. This website and its contents are the copyrighted property of ServiceZilla and its licensors and protected by copyright and other intellectual property laws and treaties.

b. ServiceZilla, together with its licensors, owns all right, title and interest in and to this website and its contents and its use and operation. This Agreement does not grant You any intellectual property rights in the technology of ServiceZilla, its licensors or business partners.

c. ServiceZilla reserves any rights not expressly granted in this Agreement. You may use, or otherwise benefit from this website only in accordance with the Terms of this Agreement.

d. The structure, organization and code associated with this website are the valuable trade secrets and confidential information of ServiceZilla and its licensors. You may not copy, reverse engineer, translate, decompile, disassemble or otherwise attempt to obtain the workings of the code.

10. UPDATES. ServiceZilla, in its sole discretion, may prepare updates, upgrades or revisions of and to its website and Terms.

11. GOVERNING LAW. This Agreement will be governed by and construed in accordance with the laws of the State of Florida, USA, except for its conflict of law rules. The state courts of Brevard County, Florida, shall be the sole and exclusive venue in the event of any action or proceeding with respect to the operation or construction of this Agreement. You agree to submit to jurisdiction in Brevard County, Florida, and any claim shall be brought solely in Brevard County, Florida.

12. GENERAL PROVISIONS.

a. If any part of this agreement is found void and unenforceable, it will not affect the validity of the balance of this agreement, which will remain valid and enforceable according to its terms.

b. Any failure by ServiceZilla to exercise or enforce any provision of the Terms shall not constitute a waiver of such right.

c. You understand and agree that any claim or cause of action arising out of or relating to Your use of the ServiceZilla website, or the Terms, must be filed within one (1) year after such claim or cause of action arose, notwithstanding any statute or law to the contrary.

d. ServiceZilla maintains a Privacy Policy. Please click [Privacy Policy](#) to view its terms.

e. This is the entire agreement between ServiceZilla and You relating to Your use of the ServiceZilla website and it supersedes any prior representations, discussions, undertakings, communications or advertising.

f. This agreement may be modified solely by ServiceZilla.

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