

Effective Date: 13 March 2020.

Thank you for your interest in Definition Echelon, the Definition Echelon Assistant applications, and the Definition Echelon application for your mobile device (the “Application”) provided to you by Definition Echelon AI Technologies, Inc. (“Definition Echelon,” “us,” “our,” or “we”). At Definition Echelon, we want to connect people through the execution of everyday tasks and bring communities together through the use of the Application, any other mobile applications offered by us, and our mobile services, web applications, web services, and software provided on or in connection with such applications or services (all such applications, services, and software collectively, the “Services”).

This document explains the terms by which you may use our Services. These Terms of Service (these “Terms”), including the Privacy Policy (<https://DefinitionEchelonassistant.com/privacy>), Billing Policy (<https://DefinitionEchelonassistant.com/billing>) and Zero Tolerance Policy (<https://DefinitionEchelonassistant.com/zero-tolerance-policy>), each dated as of the Effective Date and incorporated into these Terms by reference, as well as any other policy incorporated herein by reference, may be updated periodically. Your continued use of the Services signifies that you have read and understood the changes. You agree that notification upon change of this agreement is not required. Continued use of the Services constitutes acceptance of any modified Terms. If you do not agree to any updated Terms, you must discontinue use of the Services.

In order to avail yourself of the Services, you must agree to these Terms. By using the Services, the Application, you represent that you have read and understood these Terms, and are reading & understanding any changes that may periodically occur. These Terms govern your use of, access to, affiliation with, and operation of the Services from within the United States and its territories. PLEASE READ THESE TERMS AS THEY AND ALL REFERENCED DOCUMENTS AND POLICIES CONSTITUTE A LEGAL AGREEMENT, BETWEEN YOU AND Definition Echelon AI TECHNOLOGIES, INC. AND ITS CONTRACTORS, TO WHICH YOU ARE SUBJECT. Throughout these Terms, the word “including” can mean “including but not limited to.” By accessing, downloading, installing, or using the Services, you signify that you have read, understood, and agreed to be bound by the provisions of these Terms.

1. Use of Our Services and Your License

The Services serve as a marketplace where people who seek to get tasks done, including individual consumers as well as businesses, are matched with independent assistants, receptionists, contractors and businesses (“vendors”) who may be able to execute these jobs, tasks, or offers. Vendors are to be distinguished from Users

(defined below) herein as “Vendors” or “Fulfillers”, or “Contracted Companies”. Vendors may be subject to master service agreements, independent contractor agreements, or employment agreements overseen by Definition Echelon. The terms “Users,” “Customers,” or “Clients” on the other hand, will explicitly refer to parties in use of the Application or other Services seeking to hire a virtual talent, or to get a task executed, subject to the terms of agreement of the user.

Subject to your compliance with these Terms and your payment of any applicable fees, Definition Echelon grants you, whether as a User or as a Vendor, a limited, non-exclusive, non-transferable, non-sublicensable license to access and make personal use of the Services. Definition Echelon, in its sole discretion, may terminate your license to any portion of the Services at any time without notice. This license does not include any resale of any portion of the Services or its contents; any derivative use of any portion of the Services or its contents; or any use of data mining, robots, or similar data gathering and extraction tools. All rights not expressly granted to you in these Terms are reserved and retained by Definition Echelon. No portion of the Services may be reproduced, duplicated, copied, sold, or resold without the express written consent of Definition Echelon. You may not use any meta tags or any other “hidden text” utilizing Definition Echelon’s name or trademarks without our express written consent. You may not misuse the Services. You may use the Services only as permitted by law. The licenses granted by Definition Echelon will terminate if you do not comply with these Terms. If the license granted by Definition Echelon terminates, you continue to be bound by the provisions of these Terms.

You acknowledge and agree that Definition Echelon is a technology services provider that offers a communication platform enabling business customers to access and manage the services of virtual personnel sourced and employed by independent third-party service providers and/or independent contractor entities (collectively, “Contracted Companies”). Definition Echelon itself does not employ, engage, or manage these Assistants, nor does Definition Echelon supervise, direct, or control the performance of any Assistant’s duties. Definition Echelon’s role is strictly limited to providing Clients with (a) access to the Platform and associated tools to communicate with their assigned Assistant(s), and (b) subscription-based account management and related services.

At no time will Definition Echelon be deemed an employer, co-employer, joint employer, principal, partner, franchisor, or agent of any Client, Assistant, or Contracted Company. Clients acknowledge that Assistants are not employees or agents of Definition Echelon, and that Clients bear all risk associated with relying on the services rendered by these independent Assistants.

By using our Services and/or communication platform(s), you expressly agree that no fiduciary, agency, joint venture, or partnership relationship exists between you and Definition Echelon. Definition Echelon does not undertake any duty to monitor, investigate, vet, guarantee, or ensure the honesty, financial responsibility, or quality of the Assistants or Contracted Companies. Any statements made by Definition Echelon, whether orally or in marketing materials, regarding the capabilities, reliability, or suitability of Assistants are for general informational purposes only and do not constitute a warranty, guarantee, or promise. You agree not to rely on such statements as grounds for claims against Definition Echelon.

Clients are solely responsible for evaluating and verifying the competence, trustworthiness, and background of Assistants. While Definition Echelon may facilitate introductions and provide access to productivity tools, Clients must perform their own due diligence before entrusting Assistants with tasks or granting them access to accounts, funds, or confidential information. Definition Echelon makes no representations or warranties regarding the completeness, accuracy, or reliability of any information provided by Assistants or Contracted Companies, and Definition Echelon shall not be liable for any loss, damage, or harm resulting from a Client's reliance on such information.

Any references on our website, marketing materials, or communications to qualities or capabilities of Assistants are for descriptive purposes only. They should not be construed as guarantees, warranties, or contractual obligations by Definition Echelon. The Terms of Service, not marketing statements, govern the relationship between Clients and Definition Echelon, and any conflicts between marketing claims and the Terms shall be resolved in favor of these Terms.

2. Eligibility

1. Each User must be at least 18 years old in order to be eligible to use the Services. The Services are not available for children (persons under the age of 18 regardless of parental consent) in any capacity, whether that be as a Fulfiller or as a User. By becoming a User, you represent, acknowledge, and warrant that you are at least 18 years of age and that you have the right, authority, and capacity to enter into and abide by the terms and conditions of these Terms.
 2. You further represent, acknowledge, and warrant that your use of the Services is in compliance with any and all applicable laws and regulations.
- ## 3. Accounts
1. By creating an account, you will be given access to different features of the various Services.

2. When creating an account, you agree that you will provide complete and accurate information, and you agree that you will maintain this information as up-to-date at all times. Failure to do so may result in your inability to access the Services or in other forms of termination of access to the Services.
3. Although Definition Echelon works to safeguard your account and passwords, you are solely responsible for protecting the confidentiality of your account and passwords.
 1. This excludes any known or unknown cyber attacks (via denial of service attacks, hacks, malware, worms, or otherwise), data breaches, or data malformation.
 2. You will accept responsibility for all activities that occur under your account, identifiable by your Definition Echelon User Unique Identifier ("Definition Echelon User ID").
 3. If you use the Services on behalf of an entity or organization, you represent and warrant that you have the authority to bind that entity or organization to these Terms, and you agree to be bound by these Terms on behalf of that entity or organization.
 4. Be sure to sign off when finished using a shared device. Definition Echelon will not be liable for any unauthorized use of your account.
4. Service Rules.
 1. You agree to refrain from engaging in any of the following Definition Echelon prohibited activities:
 1. Modifying, altering, reproducing, copying, distributing, or disclosing any confidential part of the Services in any medium (including but not limited to any information that you are aware or unaware of due to its confidentiality; information whose origin is unknown should be treated as confidential);
 2. Attempting to interfere or interfering with system integrity or security;
 3. Attempting to upload or uploading any virus, worm, code (malicious or otherwise), or other software through the Services; and
 4. Attempting to seek or provide a service that Definition Echelon has classified as a "Zero Tolerance Service" in Definition Echelon's Zero Tolerance Policy here: www.definitionechelon.org
 2. Failure to comply with the terms of this Section 4 may result in your inability to access the Services or other forms of termination of access to the Services.
5. Payment
 - Billing Policies.

Thank you for your interest in Definition Echelon (also known as "Definition Echelon AI Technologies, Inc." or "Definition Echelon Assistant") In this section, we will cover some of Definition Echelon's Billing Policies. As Definition Echelon deals with the employment of human resources globally, billing appropriately to

ensure all of our talents are fairly and morally compensated is one of our core responsibilities, and moral duties.

1. Deposits

Deposits are the fee that you will pay when first engaging Definition Echelon, and pays for our global sourcing teams to spend hours sourcing, assessing, interview Definition Echelon, narrow Definition Echelon down, interview Definition Echelon again, and eventually selecting & matching appropriate talent(s) for your account. For every 1 person we hire, we screen between 100-200 people, depending on the role.

Deposits are non-refundable, and should you choose to not continue with Definition Echelon, we are unable to refund your deposit. The only circumstance under which Definition Echelon may consider, in its sole discretion, a refund, is if Definition Echelon has failed to provide you with a talent after 31 calendar days. Deposits, do however count towards your plan price. *For example*, if you are subscribing to a plan that costs \$1,299, and your deposit was \$200, your first payment will be \$1,099.

2. Billing Periods & Automatic Renewal

When you work with Definition Echelon, the assumption that is made clear to all parties from the beginning, is that your subscription with Definition Echelon will automatically renew every month until your Cancellation Notice (defined in Section 3) occurs.

The date upon which your Definition Echelon talent(s) starts working for you that is agreed upon by you and our team members during the sales or onboarding process (the “Start Date”) will be the first day of your subscription (the “Subscription Start Date”). If you are unresponsive to our communications prior to, on, or after this date, or forget about this date entirely, or are unavailable for any other reason, your Definition Echelon talent(s) are still assigned only to you in a dedicated capacity, and as they are human resources that you are ultimately responsible for, you will still be charged for their time. Payment for services to be rendered over the course of the first month of service will be deducted on this date. Payment for services will then continue to be charged every month thereafter (your “Subscription Renewal Date”). Payment will be automatically deducted from the chosen Payment Method on file.

If for any reason you are unable to pay your bill on the Subscription Renewal Date, our systems will continue to automatically attempt to charge you for 7 days, during or after which your Customer Success Manager will reach out to address the billing issue. If the billing issue is not resolved within 10 calendar days, your services may be interrupted, and your virtual talent(s) may be reassigned to other clients. You are financially liable for any periods during which your virtual talent(s) were working but your subscription was in an unpaid status.

2a. Payment Methods

Payment methods that Definition Echelon accepts include: credit and debit cards (American Express, Visa, MasterCard, Discover) and ACH (Automated Clearing House) with US bank accounts. Instant verification of US bank accounts are facilitated by our banking technology partner, Plaid. All payments, including but not limited to credit, debit, and banking are processed by our financial technology partner, Stripe, a PCI-Level 1 Compliant payment processor.

Payment for Deposits (as detailed in section 1) will typically be taken using a credit or debit card. Where Definition Echelon accepts ACH and other comparable direct bank transfer payment options, Definition Echelon imposes a Credit/Debit Card Payment Processing Fee, which is \$35 USD per client per month. Definition Echelon will typically waive the first month's Credit/Debit Card Payment Processing Fee. However, for every month of service including and beyond month 2, Definition Echelon will levy a \$35 USD fee per month in order to offset our average cost of clients using a Credit or Debit card to pay for services. As our chargeable amounts are quite large, we must do this in order to continue providing high quality services at the price point that we offer. If for any reason the use of ACH or other comparable direct bank transfer payment options in markets in which we accept them is not achievable for you, please contact your Customer Success Manager to help you resolve this issue.

For clients that have an annual contract size of \$48,000 USD or greater OR for clients that are on our Enterprise plans, you may request custom payment methods. Please contact your Customer Success Manager to discuss your options and requirements.

3. Cancellation of Services and 10 day Cancellation Notice period

If you would like to cancel your services and terminate your next automatic renewal, you must contact your Customer Success Manager with your instruction to cancel the services by email or via the chat service found on our website, if available (your "Cancellation Notice"), who will help you execute the necessary steps to cancel your services within 10 calendar days from your Cancellation Notice.

As our operations involve dealing with the employment of human resources, often in countries with diverse and differing laws to the United States, Definition Echelon has a 10 day Cancellation Notice period, this means that once you provide your Cancellation Notice, your services are still active and in effect for 10 calendar days thereafter. Therefore, if you would like to cancel your services, you must let your Customer Success Manager know 10 calendar days or more prior to your Subscription Renewal Date. If you do not provide us with at least 10 days of notice, you will be charged for your next month of service, and may continue using your services for the remaining month of service.

If you wish to Pause your Services instead of outright cancelling, you may contact your Customer Success Manager to discuss your options. Pausing usually requires the selection of a date to continue your Services, and does not guarantee your original talent(s) will be available to continue to serve you. Typically, after a Pause or Cancellation, talent(s) will be assigned to other clients.

4. Missed Planning Calls

During the sign up process for Definition Echelon, you will be asked to schedule a Planning Call with your Customer Success Manager. Failure to attend a scheduled Planning Call with your Customer Success Manager during the sign-up process will result in your sign-up being processed based on our standard specifications for your chosen role that you selected during your sign up 1 day after the missed Planning Call. The Start Date that we have on file is what we will use for the Subscription Start Date. If you are not satisfied with the talent that was selected for you, please contact your Customer Success Manager who will schedule a call to discuss your requirements and help you find a suitable replacement.

5. Disputes, Chargebacks & Refunds

Initiating a dispute or a chargeback against Definition Echelon will result in an immediate termination of services until resolution. Definition Echelon maintains a comprehensive record of your interactions and accepted agreements to validate any dispute. If you believe you are entitled to a refund, please reach out to your Customer Success Manager to explain the circumstances.

All charges are non-refundable, however, Definition Echelon may consider refunds on a case-by-case basis at its sole discretion.

Definition Echelon reserves the right to update or modify these Billing Policies at any time. Important changes in terms, as defined by Definition Echelon, will be conveyed to current & active clients via email, and updated here on this page.

6. Third-Party Links

1. The use of our Services may provide you with links to third-parties and their respective material. Definition Echelon does not own or control any of the third-party contents and does not assume responsibility for your usage of such third-party sites. You understand that if you use such sites you do so at your own risk.
2. You relieve Definition Echelon from any liability that may arise during your use of any third-party sites.

7. Indemnity.

1. You are responsible for your use of the Services, and you agree to defend, indemnify, and hold Definition Echelon, including our affiliates, subsidiaries, parents, successors, and assigns, and each of our respective officers, directors, employees, independent contractors, agents, and shareholders, harmless from

any claims, actions, suits, losses, costs, liabilities, and expenses (including reasonable attorneys' fees and costs) relating to or arising out of your use of and participation in the Services, including:

1. your breach of these Terms or the documents incorporated herein by reference;
 2. your violation of any law or regulation or the rights of a third-party, including, without limitation, Fulfillers, Users, other motorists, and pedestrians, as a result of your own interaction with such third-party;
 3. any allegation that any materials that you submit to us or transmit through the Services infringe upon or otherwise violate the copyright, trademark, patent, trade secret, or other intellectual property or other rights of any third-party;
 4. your ownership, use, or operation of a motor vehicle or passenger vehicle, or any other relevant tools (including but not limited to: laundry machines, cleaning equipment, or stationary or technical equipment), including your provision of Services as a Fulfiller; and/or
 5. any other activities in connection with the Services.
2. The indemnity provided for in this section shall be applicable without regard to the negligence of any party, including any indemnified person.
8. Liability Boundaries.

1. IN NO EVENT WILL Definition Echelon, INCLUDING OUR AFFILIATES, SUBSIDIARIES, PARENTS, SUCCESSORS, AND ASSIGNS, AND EACH OF OUR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, INDEPENDENT CONTRACTORS, AGENTS, OR SHAREHOLDERS (COLLECTIVELY "Definition Echelon" FOR PURPOSES OF THIS SECTION), BE LIABLE TO YOU FOR ANY INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, CONSEQUENTIAL, OR INDIRECT DAMAGES (INCLUDING BUT NOT LIMITED TO DAMAGES FOR DELETION, CORRUPTION, LOSS OF DATA, LOSS OF PROGRAMS, FAILURE TO STORE ANY INFORMATION OR OTHER CONTENT MAINTAINED OR TRANSMITTED BY THE SERVICES, FINANCIAL LOSS ARISING FROM USING THE SERVICES, FINANCIAL LOSS ASSOCIATED WITH FULFILLERS FAILING TO COMPLETE TASKS, SERVICE INTERRUPTIONS, OR FOR THE COST OF PROCUREMENT OF SUBSTITUTE SERVICES) ARISING OUT OF OR IN CONNECTION WITH THE SERVICES, OR THESE TERMS, HOWEVER ARISING, INCLUDING NEGLIGENCE, EVEN IF WE OR OUR AGENTS OR REPRESENTATIVES KNOW OR HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE SERVICES MAY BE USED BY

YOU TO REQUEST AND SCHEDULE TRANSPORTATION, GOODS, OR OTHER SERVICES WITH THIRD-PARTY PROVIDERS, BUT YOU AGREE THAT Definition Echelon HAS NO RESPONSIBILITY OR LIABILITY TO YOU RELATED TO ANY TRANSPORTATION, GOODS, OR OTHER SERVICES PROVIDED TO YOU BY THIRD-PARTY PROVIDERS OTHER THAN AS EXPRESSLY SET FORTH IN THEIR TERMS. CERTAIN JURISDICTIONS MAY NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE ABOVE DISCLAIMERS, EXCLUSIONS, OR LIMITATIONS MAY NOT APPLY TO YOU, AND YOU MAY HAVE ADDITIONAL RIGHTS.

2. THE SERVICES, INCLUDING ACCESS TO THE PLATFORM AND ANY COMMUNICATIONS TOOLS, ARE PROVIDED “AS IS” AND “AS AVAILABLE.” TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, Definition Echelon DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT. Definition Echelon DOES NOT GUARANTEE THE PERFORMANCE, HONESTY, OR LEGITIMACY OF ANY ASSISTANT, CONTRACTED COMPANY, OR THIRD PARTY.
 3. UNDER NO CIRCUMSTANCES SHALL Definition Echelon BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES, OR FOR ANY LOSS OF PROFITS, REVENUES, BUSINESS, SAVINGS, DATA, GOODWILL, OR OTHER INTANGIBLE LOSSES, WHETHER BASED IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, ARISING OUT OF OR RELATED TO YOUR USE OF OR INABILITY TO USE THE PLATFORM, ASSISTANTS, OR SERVICES, EVEN IF Definition Echelon HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
 4. YOU AGREE THAT Definition Echelon SHALL NOT BE LIABLE FOR ANY LOSS OR HARM ARISING FROM FRAUD, EMBEZZLEMENT, MISCONDUCT, NEGLIGENCE, OR ANY OTHER MALFEASANCE COMMITTED BY AN ASSISTANT OR ANY OTHER THIRD PARTY. ANY CLAIMS OR DISPUTES REGARDING THE ACTIONS OR INACTIONS OF ASSISTANTS MUST BE PURSUED DIRECTLY AGAINST THE ASSISTANT AND/OR THE CONTRACTED COMPANY, NOT Definition Echelon.
9. Dispute Resolution and Arbitration Agreement

1. As part of the agreement to lawfully permit the use of the Services in the manner disclosed in these Terms, you the User will be required to resolve disputes with Definition Echelon on an individual basis through determent, final, and binding arbitration. By entering into these Terms you fully acknowledge that you have read and understand the provisions of these Terms and have exercised reasonable caution in considering the consequences of consenting to these Terms. YOU AND Definition Echelon MUTUALLY AGREE TO WAIVE OUR RESPECTIVE RIGHTS TO RESOLUTION OF DISPUTES IN A COURT OF LAW BY A JUDGE OR JURY AND AGREE TO RESOLVE ANY DISPUTE BY ARBITRATION, AS SET FORTH BELOW.
- Agreement to Binding Arbitration Between You and Definition Echelon.
 1. This agreement to arbitrate (the “Arbitration Agreement”) is governed by the Federal Arbitration Act and survives after the Terms terminate or your relationship with Definition Echelon ends. ANY ARBITRATION UNDER THE ARBITRATION AGREEMENT WILL TAKE PLACE ON AN INDIVIDUAL BASIS; CLASS ARBITRATIONS AND CLASS ACTIONS ARE NOT PERMITTED. Except as expressly provided below, the Arbitration Agreement applies to all Claims (defined below) between you and Definition Echelon, including our affiliates, subsidiaries, parents, successors, and assigns, and each of our respective officers, directors, employees, independent contractors, agents, and shareholders.
 2. EXCEPT AS EXPRESSLY PROVIDED BELOW, ALL DISPUTES AND CLAIMS BETWEEN US (EACH, A “CLAIM,” AND COLLECTIVELY, “CLAIMS”) SHALL BE EXCLUSIVELY RESOLVED BY BINDING ARBITRATION SOLELY BETWEEN YOU AND Definition Echelon. These Claims include but are not limited to any dispute, claim, or controversy, whether based on past, present, or future events, arising out of or relating to: these Terms and prior versions thereof (including the breach, termination, enforcement, interpretation, or validity thereof), the Services, any other goods or services made available through the Services, your relationship with Definition Echelon, the threatened or actual suspension, deactivation, or termination of your User Account or these Terms, payments made by you or any payments made or allegedly owed to you, any promotions or offers made by Definition Echelon, any city, county, state, or federal wage-hour law, trade secrets, unfair competition, compensation, breaks and rest periods, expense reimbursement, wrongful termination, discrimination,

harassment, retaliation, fraud, defamation, emotional distress, breach of any express or implied contract or covenant, claims arising under federal or state consumer protection laws, claims arising under antitrust laws, claims arising under the Telephone Consumer Protection Act and Fair Credit Reporting Act, and claims arising under the Uniform Trade Secrets Act, Civil Rights Act of 1964, Americans With Disabilities Act, Age Discrimination in Employment Act, Older Workers Benefit Protection Act, Family Medical Leave Act, Fair Labor Standards Act, Employee Retirement Income Security Act of 1974 (except for individual claims for employee benefits under any benefit plan sponsored by Definition Echelon and covered by the Employee Retirement Income Security Act of 1974 or funded by insurance), and state statutes, if any, addressing the same or similar subject matters, and all other federal and state statutory and common law claims. All disputes concerning the arbitrability of a Claim (including disputes about the scope, applicability, enforceability, revocability, or validity of the Arbitration Agreement) shall be decided by the arbitrator, except as expressly provided below.

3. BY AGREEING TO ARBITRATION, YOU UNDERSTAND THAT YOU AND Definition Echelon ARE WAIVING THE RIGHT TO SUE IN COURT OR HAVE A JURY TRIAL FOR ALL CLAIMS, EXCEPT AS EXPRESSLY OTHERWISE PROVIDED IN THE ARBITRATION AGREEMENT. The Arbitration Agreement is intended to require arbitration of every claim or dispute that can lawfully be arbitrated, except for those claims and disputes which by the terms of the Arbitration Agreement are expressly excluded from the requirement to arbitrate.

- Prohibition of Class Actions and Non-Individualized Relief.

1. YOU UNDERSTAND AND AGREE THAT YOU AND Definition Echelon MAY EACH BRING CLAIMS IN ARBITRATION AGAINST THE OTHER ONLY IN AN INDIVIDUAL CAPACITY AND NOT ON A CLASS, COLLECTIVE ACTION, OR REPRESENTATIVE BASIS ("CLASS ACTION WAIVER"). YOU UNDERSTAND AND AGREE THAT YOU AND Definition Echelon BOTH ARE WAIVING THE RIGHT TO PURSUE OR HAVE A DISPUTE RESOLVED AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS, COLLECTIVE, OR REPRESENTATIVE PROCEEDING. NOTWITHSTANDING THE FOREGOING, THIS SUBSECTION (C) SHALL NOT APPLY TO REPRESENTATIVE PRIVATE

ATTORNEYS GENERAL ACT CLAIMS BROUGHT AGAINST
Definition Echelon.

2. The arbitrator shall have no authority to consider or resolve any Claim or issue any relief on a class, collective, or representative basis.
3. Notwithstanding any other provision of these Terms, the Arbitration Agreement, or the AAA Rules (defined below), disputes regarding the scope, applicability, enforceability, revocability, or validity of the Class Action Waiver may be resolved only by a civil court of competent jurisdiction and not by an arbitrator. In any case in which: (1) the dispute is filed as a class, collective, or representative action, and (2) there is a final judicial determination that the Class Action Waiver is unenforceable as to any Claims, the class, collective, and/or representative action on such Claims must be litigated in a civil court of competent jurisdiction, but the Class Action Waiver shall be enforced in arbitration on an individual basis as to all other Claims to the fullest extent possible.

Representative PAGA Waiver. Notwithstanding any other provision of these Terms or the Arbitration Agreement, to the fullest extent permitted by law: (1) you and Definition Echelon agree not to bring a representative action on behalf of others under the Private Attorneys General Act of 2004 (“PAGA”), California Labor Code § 2698 et seq., in any court or in arbitration, and (2) for any claim brought on a private attorney general basis, including under the PAGA, both you and Definition Echelon agree that any such dispute shall be resolved in arbitration on an individual basis only (i.e., to resolve whether you have personally been aggrieved or subject to any violations of law), and that such an action may not be used to resolve the claims or rights of other individuals in a single or collective proceeding (i.e., to resolve whether other individuals have been aggrieved or subject to any violations of law) (collectively, “representative PAGA Waiver”). Notwithstanding any other provision of the Terms, the Arbitration Agreement, or the AAA Rules, disputes regarding the scope, applicability, enforceability, revocability, or validity of this representative PAGA Waiver may be resolved only by a civil court of competent jurisdiction and not by an arbitrator. If any provision of this representative PAGA Waiver is found to be unenforceable or unlawful for any reason: (i) the unenforceable provision shall be severed from these Terms; (ii) severance of the unenforceable provision shall have no impact whatsoever on the Arbitration Agreement or the requirement that any remaining Claims be arbitrated on an individual basis pursuant to the Arbitration Agreement;

and (iii) any such representative PAGA or other representative private attorneys general act claims must be litigated in a civil court of competent jurisdiction and not in arbitration. To the extent that there are any Claims to be litigated in a civil court of competent jurisdiction because a civil court of competent jurisdiction determines that the representative PAGA Waiver is unenforceable with respect to those Claims, the Parties agree that litigation of those Claims shall be stayed pending the outcome of any individual Claims in arbitration.

- Rules Governing the Arbitration.
 1. Any arbitration conducted pursuant to the Arbitration Agreement shall be administered by the American Arbitration Association (“AAA”) pursuant to its Consumer Arbitration Rules that are in effect at the time the arbitration is initiated (the “AAA Rules”), as modified by the provisions set forth in these Terms. Copies of the AAA Rules can be obtained at the AAA’s website (www.adr.org) or by calling the AAA at 1-800-778-7879. Notwithstanding the foregoing, if requested by you and if proper based on the facts and circumstances of the Claims presented, the arbitrator shall have the discretion to select a different set of AAA Rules, but in no event shall the arbitrator consolidate more than one person’s Claims or otherwise preside over any form of representative, collective, or class proceeding.
 2. As part of the arbitration, both you and Definition Echelon will have the opportunity for reasonable discovery of non-privileged information that is relevant to the Claim. The arbitrator may award any individualized remedies that would be available in court. The arbitrator may award declaratory or injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party’s individual claims. The arbitrator will provide a reasoned written statement of the arbitrator’s decision which shall explain the award given and the findings and conclusions on which the decision is based.
 3. The arbitrator will decide the substance of all claims in accordance with applicable law and will honor all claims of privilege recognized by law. The arbitrator shall not be bound by rulings in prior arbitrations involving different Users or Fulfillers but is bound by rulings in prior arbitrations involving the same User or Fulfiller to the extent required by applicable law. The arbitrator’s award shall be final and binding, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof,

provided that any award may be challenged in a court of competent jurisdiction.

Location and Manner of Arbitration. Unless you and Definition Echelon agree otherwise, any arbitration hearings between Definition Echelon and a User will take place in the county of your billing address, and any arbitration hearings between Definition Echelon and a Fulfiller will take place in the county in which the Fulfiller provides Services. If AAA arbitration is unavailable in your county, the arbitration hearings will take place in the nearest available location for a AAA arbitration. If your Claim is for \$10,000 or less, Definition Echelon agrees that you may choose whether the arbitration will be conducted solely on the basis of documents submitted to the arbitrator, through a telephonic hearing, or by an in-person hearing as determined by the AAA Rules. If your Claim exceeds \$10,000, the right to a hearing will be determined by the AAA Rules.

- Exceptions to Arbitration.
 1. The Arbitration Agreement shall not require arbitration of the following Definition Echelon types of claims: (1) small claims actions brought on an individual basis that are within the scope of such small claims court's jurisdiction; (2) a representative action brought on behalf of others under the PAGA or other private attorneys general acts, to the extent the representative PAGA Waiver in Section 9(d) of such action is deemed unenforceable by a court of competent jurisdiction; (3) claims for workers' compensation, state disability insurance, and unemployment insurance benefits; and (4) claims that may not be subject to arbitration as a matter of law.
 2. Nothing in the Arbitration Agreement prevents you from making a report to or filing a claim or charge with the Equal Employment Opportunity Commission, U.S. Department of Labor, Securities Exchange Commission, National Labor Relations Board, or Office of Federal Contract Compliance Programs, or similar local, state, or federal agency, and nothing in the Arbitration Agreement shall be deemed to preclude or excuse a party from bringing an administrative claim before any agency in order to fulfill the party's obligation to exhaust administrative remedies before making a claim in arbitration; however, you knowingly and voluntarily waive the right to seek or recover money damages of any type pursuant to any administrative complaint and instead may seek such relief only through arbitration under these Terms. Nothing in these Terms or the Arbitration Agreement prevents your participation in an

investigation by a government agency of any report, claim, or charge otherwise covered by the Arbitration Agreement.

Severability. In addition to the severability provisions in subsection (d) above, in the event that any portion of the Arbitration Agreement is deemed illegal or unenforceable, such provision shall be severed, and the remainder of the Arbitration Agreement shall be given full force and effect. Fulfiller Claims in Pending Settlement. If you are a member of a putative class in a lawsuit against Definition Echelon involving Fulfiller Claims and a motion for preliminary approval of a settlement has been filed with the court in that lawsuit prior to the Effective Date (a “Pending Settlement Action”), then the Arbitration Agreement shall not apply to your Fulfiller Claims in that particular class action. Instead, your Fulfiller Claims in that Pending Settlement Action shall continue to be governed by the arbitration provisions contained in the applicable agreement that you accepted prior to the Effective Date.

- Opting Out of Arbitration for Fulfiller Claims That Are Not in a Pending Settlement Action.
 1. As a Fulfiller, you may opt out of the requirement to arbitrate Fulfiller Claims, pursuant to the terms of this subsection. If you do not wish to be subject to the Arbitration Agreement with respect to Fulfiller Claims, you may opt out of arbitration with respect to such Fulfiller Claims, pursuant to the terms of this subsection.
 2. In order to be effective, (A) the writing must clearly indicate your intent to opt out of the Arbitration Agreement with respect to Fulfiller Claims that are not part of a Pending Settlement Action, (B) the writing must include the name, phone number, and email address associated with your User Account, and (C) the email or envelope containing the signed writing must be sent within 30 days of the date these Terms are executed or ratified by you. Should you not opt out within the 30-day period, you and Definition Echelon shall be bound by the terms of the Arbitration Agreement in full (including with respect to Fulfiller Claims that are not part of a Pending Settlement Action). As provided in paragraph 9(i) above, any opt out that you submit shall not apply to any Fulfiller Claims that are part of a Pending Settlement Action, and your Fulfiller Claims in any such Pending Settlement Action shall continue to be governed by the arbitration provisions that are contained in the applicable Definition Echelon Terms of Use that you agreed to prior to the Effective Date.
 3. Cases have been filed against Definition Echelon and may be filed in the future involving Fulfiller Claims. You should assume that there may be in the future lawsuits against Definition Echelon alleging class, collective,

and/or representative Fulfiller Claims in which the plaintiffs seek to act on your behalf, and which, if successful, could result in some monetary recovery to you. But if you do agree to arbitration of Fulfiller Claims with Definition Echelon under the Arbitration Agreement, you are agreeing in advance that you will bring all such claims, and seek all monetary and other relief, against Definition Echelon in an individual arbitration provision, except for the Fulfiller Claims that are part of a Pending Settlement Action. You are also agreeing in advance that you will not participate, or seek to recover monetary or other relief for such claims, in any court action or class, collective, and/or representative action. You have the right to consult with counsel of your choice concerning the Arbitration Agreement, and you will not be subject to retaliation if you exercise your right to assert claims or opt- out of any Fulfiller Claims under the Arbitration Agreement.

Optional Pre-Arbitration Negotiation Process. Before initiating any arbitration or proceeding, you and Definition Echelon may agree to first attempt to negotiate any dispute, claim, or controversy between the parties informally for 30 days, unless this time period is mutually extended by you and Definition Echelon. A party who intends to seek negotiation under this subsection must first send to the other a written notice of the dispute (“Notice”). The Notice must (1) describe the nature and basis of the claim or dispute, and (2) set forth the specific relief sought. All offers, promises, conduct, and statements, whether oral or written, made in the course of the negotiation by any of the parties, their agents, officers, directors, independent contractors, employees, and attorneys are confidential, privileged, and inadmissible for any purpose, including as evidence of liability or for impeachment, in arbitration or any other proceeding involving the parties, provided that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the negotiation.

10. Definition Echelon Promotions, Marketing and Referral Programs

1. Definition Echelon has discretion and may make available promotions with different features to any Users or prospective Users. These promotions, unless made to you, shall have no bearing whatsoever on your agreement or relationship with Definition Echelon. Definition Echelon reserves the right to withhold or deduct credits or benefits obtained through a promotion in the event that Definition Echelon determines or believes that the redemption of the promotion or receipt of the credit or benefit was in error, fraudulent, illegal, or in violation of the applicable promotion terms or these Terms.
2. From time to time, Definition Echelon may offer you with incentives to refer new Users to the Definition Echelon community. These incentives may come in the

form of Definition Echelon Credits, and Definition Echelon may set or change the incentive types, amounts, terms, restrictions, and qualification requirements for any incentives in its sole discretion.

While Definition Echelon may offer training tools, upskilling resources, or other programs to support your Assistant's skill development, these are provided as a supplementary benefit. Definition Echelon does not guarantee that any training will result in improved performance, nor does Definition Echelon accept liability for an Assistant's inability to learn, adapt, or apply skills effectively.

Any statements on our website regarding matching, are expressions of our goal to provide a smooth onboarding experience. These statements do not guarantee that the assigned assistant will be perfectly suited to your needs, fully trained in your specific tasks, or capable of delivering immediate results without your guidance, feedback, or further training.

References to 'ongoing quality supervision,' 'quality control,' or use of a proprietary quality-management system refer to Definition Echelon's internal practices aimed at maintaining general service standards. These references do not impose any fiduciary or legal duty on Definition Echelon to supervise, monitor, or manage Assistants' day-to-day activities, nor do they create any guaranteed standard of performance or accuracy.

Testimonials, user reviews, and ratings displayed on our website or referenced in marketing materials reflect individual experiences and subjective opinions. While we value this feedback, these testimonials and ratings do not constitute warranties or guarantees of similar results for all Clients.

3. While Definition Echelon may provide certain training resources, proprietary tools, quality checks, and a Customer Success Manager as part of a 'managed remote talent experience,' these efforts are intended to help facilitate communication and process improvement only. They do not constitute an assurance, guarantee, or warranty of any particular outcome, performance standard, or level of oversight. The Client remains ultimately responsible for verifying the quality, accuracy, and completeness of any work performed by Assistants.
4. Definition Echelon, at its sole discretion, may offer Free Trials on select service and/or product offerings (the "Free Trial" shall mean a period during which services are rendered by Definition Echelon, its Fulfillers, or Contracted Companies without charge to the client). Notwithstanding any representations made in any marketing or promotional materials, Definition Echelon is under no obligation to offer a Free Trial and reserves the right to restrict, revoke, suspend, terminate, shorten, or otherwise modify or reverse any Free Trial, in whole or in part, for any reason and at any time. Any reference to a Free Trial period, including but not limited to descriptions such as "1 week free trial" or "1 week risk

free trial,” shall be deemed to refer exclusively to business days, with one week constituting five (5) business days. By participating in a Free Trial, you acknowledge and agree to these terms.

11. Intellectual Property

1. All intellectual property rights in the Services shall be owned by Definition Echelon absolutely and in their entirety. These rights include but are not limited to database rights, copyrights, patents, trade secrets, design rights (whether registered or unregistered), trademarks (whether registered or unregistered), and other similar rights wherever existing in the world together with the right to apply for protection of the same. All other trademarks, logos, service marks, and company or product names set forth in the Services are the property of their respective owners.
2. You acknowledge and agree that any questions, comments, suggestions, ideas, feedback, photos, images, videos, data, or other information or materials (“Submissions”) provided by you to us are non-confidential and shall become the sole property of Definition Echelon. Definition Echelon shall own exclusive rights, including all intellectual property rights, and shall be entitled to the unrestricted use and dissemination of these Submissions for any purpose, commercial or otherwise, without acknowledgment or compensation to you. You are solely responsible for your Submissions. Your Submissions may not be false, materially misleading, libelous, defamatory, obscene, vulgar, abusive, harassing, threatening, or otherwise objectionable, invade a person’s privacy, infringe another person’s intellectual property or proprietary rights, or otherwise violate applicable law. You represent and warrant that you own or otherwise control all of the rights to your Submissions; that the use of such materials by Definition Echelon will not infringe upon or violate the rights of any third-party; and that you will indemnify Definition Echelon for all claims resulting from your Submissions.
3. Definition Echelon and other Definition Echelon logos, designs, graphics, icons, scripts, and service names are registered trademarks, unregistered trademarks, or trade dress of Definition Echelon in the United States and/or other countries (collectively, the “Definition Echelon Marks”), referenced directly below in but not limited to blue shades:
 1. If you provide services as a Fulfiller, Definition Echelon grants to you, during the term of these Terms, and subject to your compliance with the terms and conditions of these Terms, a limited, revocable, non-exclusive license to display and use the Definition Echelon Marks solely in connection with providing such services (“License”). The License is non-transferable and non-assignable, and you shall not grant to any third-party any right, permission, license, or sublicense with respect to any of the rights granted hereunder without Definition Echelon’s

prior written permission, which Definition Echelon may withhold in its sole discretion. The Definition Echelon Marks may not be used in any manner that is likely to cause confusion.

2. You acknowledge that Definition Echelon is the owner and licensor of the Definition Echelon Marks, including all goodwill associated therewith, and that your use of the Definition Echelon Marks will confer no additional interest in or ownership of the Definition Echelon Marks in you but rather inures to the benefit of Definition Echelon. You agree to use the Definition Echelon Marks strictly in accordance with Definition Echelon's trademark usage guidelines, as may be provided to you and revised from time to time, and to immediately cease any use that Definition Echelon determines to be nonconforming or otherwise unacceptable.
3. You agree that you will not: (1) create any materials that incorporate the Definition Echelon Marks or any derivatives of the Definition Echelon Marks other than as expressly approved by Definition Echelon in writing; (2) use the Definition Echelon Marks in any way that tends to impair their validity as proprietary trademarks, service marks, trade names, or trade dress, or use the Definition Echelon Marks other than in accordance with the terms, conditions, and restrictions herein; (3) take any other action that would jeopardize or impair Definition Echelon's rights as owner of the Definition Echelon Marks or the legality and/or enforceability of the Definition Echelon Marks, including, without limitation, challenging or opposing Definition Echelon's ownership in the Definition Echelon Marks; (4) apply for trademark registration or renewal of trademark registration of any of the Definition Echelon Marks, any derivative of the Definition Echelon Marks, any combination of the Definition Echelon Marks and any other name, or any trademark, service mark, trade name, symbol, or word which is similar to the Definition Echelon Marks; or (5) use the Definition Echelon Marks on or in connection with any product, service, or activity that is in violation of any law, statute, government regulation, or standard.
4. Violation of any provision of this License may result in immediate termination of the License, in Definition Echelon's sole discretion. If you create any materials bearing the Definition Echelon Marks (in violation of these Terms or otherwise), you agree that upon their creation Definition Echelon exclusively owns all right, title, and interest in and to such materials, including without limitation any modifications to the Definition Echelon Marks or derivative works based on the Definition Echelon Marks. You further agree to assign any interest or right you may have in such materials to Definition Echelon and to provide information and execute any documents as reasonably requested by Definition Echelon to enable Definition Echelon to formalize such assignment.

12. Copyrights Policy

Definition Echelon respects the intellectual property of others and expects Users to do the same. If you believe, in good faith, that any materials on the Services infringe upon your copyrights, please visit our copyright policy page or send the following Definition Echelon information to Definition Echelon at Definition Echelon, Inc., 5141 California Ave, #200, Irvine, CA 92617:

1. a description of the copyrighted work that you claim has been infringed, including the specific location on the Services where the material you claim is infringed is located. Include enough information to allow Definition Echelon to locate the material, and explain why you think an infringement has taken place;
2. a description of the location where the original or an authorized copy of the copyrighted work exists – for example, the URL (Internet address) where it is posted or the name of the book in which it has been published;
3. your name, mailing address, telephone number, and e-mail address;
4. a statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law;
5. a statement by you, made under penalty of perjury, that the information in your notice is accurate, and that you are the copyright owner or authorized to act on the copyright owner's behalf; and
6. an electronic or physical signature of the owner of the copyright or the person authorized to act on behalf of the owner of the copyright interest.

13. Confidentiality

You agree not to use any technical, financial, strategic, or other proprietary or confidential information relating to Definition Echelon's business, operations, or properties, including User information ("Confidential Information") disclosed to you by Definition Echelon for your own use or for any purpose other than as contemplated herein. You shall not disclose or permit disclosure of any Confidential Information to third-parties. You agree to take all reasonable measures to protect the secrecy of and avoid disclosure or use of Confidential Information of Definition Echelon in order to prevent it from falling into the public domain. Notwithstanding the above, you shall not have liability to Definition Echelon with regard to any Confidential Information which you can prove: was in the public domain at the time it was disclosed by Definition Echelon or has entered the public domain through no fault of yours; was known to you, without restriction, at the time of disclosure, as demonstrated by files in existence at the time of disclosure; is disclosed with the prior written approval of Definition Echelon; becomes known to you, without restriction, from a source other than Definition Echelon without breach of these Terms by you and otherwise not in violation of Definition Echelon's rights; or is disclosed pursuant to the order or requirement of a court, administrative agency, or other governmental body; provided, however, that you shall provide prompt

notice of such court order or requirement to Definition Echelon to enable Definition Echelon to seek a protective order or otherwise prevent or restrict such disclosure.

14. Modification to these Terms

Definition Echelon reserves the right to modify the terms and conditions of these Terms. Definition Echelon reserves the right to change or modify information referenced throughout these Terms, including arbitrations provisions where herein does not create a renewed opportunity to opt out of arbitration. As such, the continued use of the Application or other Services will constitute your consent to such changes.

15. Definition Echelon Communications

By becoming a User, you agree to receive communications from us, including e-mails, text messages, calls, and push notifications. You agree that texts, calls, or prerecorded messages may be generated by automatic telephone dialing systems. Communications from Definition Echelon, its affiliated companies, and/or Fulfillers, may include but are not limited to: operational communications concerning your User account or use of the Services, updates concerning new and existing features on the Services, communications concerning promotions run by us or our third-party partners, and news concerning Definition Echelon and industry developments. Standard text messaging charges applied by your cell phone carrier will apply to text messages we send. You agree that all agreements, notices, disclosures, and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing.

Definition Echelon hereby affirms its commitment to uphold the integrity of its communications, specifically our marketing collateral, advertisements, and other similar materials. Consequently, Definition Echelon pledges to honor the terms, including pricing and representations, set forth in any legitimate advertisement or promotional material disseminated by Definition Echelon. Clients are requested to furnish a bona fide screenshot or an original copy of the relevant advertisement, complete with an authentic timestamp, to authorized Definition Echelon representatives for verification. Upon substantiation of the advertisement's legitimacy and in instances where the content diverges from the information presented on Definition Echelon's official website or other stationary marketing materials, Definition Echelon shall dutifully adhere to the pricing and claims as specified in the verified advertisement.

16. Disclaimers

The following Definition Echelon disclaimers are made on behalf of Definition Echelon, our affiliates, subsidiaries, parents, successors, and assigns, and each of our respective officers, directors, employees, independent contractors, agents, and shareholders:

17. The Services are provided on an “as is” basis and without any warranty or condition, express, implied, or statutory. We do not guarantee and do not promise any specific results from use of the Services, including the ability to provide or receive Services at any given location or time. We specifically disclaim any implied warranties of title, merchantability, fitness for a particular purpose, and non-infringement. Some states do not allow the disclaimer of implied warranties, so the foregoing disclaimer may not apply to you.
18. We do not warrant that your use of the Services will be accurate, complete, reliable, current, secure, uninterrupted, always available, or error-free, or will meet your requirements, that any defects in the Services will be corrected, or that the Services are free of viruses or other harmful components. We disclaim liability for, and no warranty is made with respect to, connectivity and availability of the Services.
19. Please note that there are also risks of dealing with underage persons or people acting under false pretense, and we do not accept responsibility or liability for any content, communication, or other use or access of the Services by persons under the age of 18 in violation of these Terms. We encourage you to communicate directly with each potential Fulfiller or User prior to engaging in an arranged transportation service.
20. Definition Echelon is not responsible for the conduct, whether online or offline, of any User of the Services. You are solely responsible for your interactions with other Users. We do not procure insurance for, nor are we responsible for, personal belongings left in a car by Fulfillers or Users. By using or participating in the Services, you agree to accept such risks and agree that Definition Echelon is not responsible for the acts or omissions of Users on the or participating in the Services.
21. Definition Echelon expressly disclaims any liability arising from the unauthorized use of your User account. Should you suspect that any unauthorized party may be using your User account or you suspect any other breach of security, you agree to notify us immediately.
22. It is possible for others to obtain information about you that you provide, publish, or post to or through the Services (including any profile information you provide), send to other Users, or share during the Services, and to use such information to harass or harm you. We are not responsible for the use of any personal information that you disclose to other Users on or through the Services. Please carefully select the type of information that you post on or through the Services or

release to others. We disclaim all liability, regardless of the form of action, for the acts or omissions of other Users (including unauthorized users or “hackers”).

23. Opinions, advice, statements, offers, or other information or content concerning Definition Echelon or made available through the Services, but not directly by us, are those of their respective authors and should not necessarily be relied upon. Such authors are solely responsible for such content. Under no circumstances will we be responsible for any loss or damage resulting from your reliance on information or other content posted by third-parties, whether on the Services or otherwise. We reserve the right, but we have no obligation, to monitor the materials posted on the Services and to remove any such material that in our sole opinion violates, or is alleged to violate, the law or these Terms, which might be offensive or illegal, or might violate the rights, harm, or threaten the safety of Users or others.
24. Location data provided by the Services is for basic location purposes only and is not intended to be relied upon in situations where precise location information is needed or where erroneous, inaccurate, or incomplete location data may lead to death, personal injury, or property or environmental damage. Neither Definition Echelon nor any of its content providers guarantees the availability, accuracy, completeness, reliability, or timeliness of location data tracked or displayed by the Services. Any of your Information, including geolocational data, that you upload, provide, or post on the Services may be accessible to Definition Echelon and certain Users.
25. Definition Echelon advises you to use the Services with a data plan with unlimited or very high data usage limits, and Definition Echelon shall not be responsible or liable for any fees, costs, or overage charges associated with any data plan you use to access the Services.
26. This paragraph applies to any version of the Services that you acquire from the Apple App Store. These Terms are entered into between you and Definition Echelon. Apple, Inc. (“Apple”) is not a party to these Terms and shall have no obligations with respect to the Services. Definition Echelon, not Apple, is solely responsible for the Services and the content thereof as set forth hereunder. However, Apple and Apple’s subsidiaries are third-party beneficiaries of these Terms. Upon your acceptance of these Terms, Apple shall have the right (and will be deemed to have accepted the right) to enforce these Terms against you as a third-party beneficiary thereof. These Terms incorporate by reference Apple’s Licensed Application End User License Agreement, for purposes of which, you are “the end-user.” In the event of a conflict between the terms of the Licensed Application End User License Agreement and these Terms, the provisions of these Terms shall control.

27. Definition Echelon is a for-profit organization, and makes a profit from your subscription payments. By using Definition Echelon, you agree to these terms of service, and therefore you agree that you are aware of this. Further, by using Definition Echelon, you agree that you are aware that Definition Echelon does not disclose exact profit margins, and profit margins may fluctuate drastically based on a variety of factors. Definition Echelon takes no liability for any assumptions you have or statements made by Definition Echelon representatives regarding our profit margins, as any information shared about profit margins are for informational purposes only.

17. Export Regulations; Government End Users.

You represent and warrant that you and your financial institution(s) are not subject to sanctions or otherwise designated on any list of prohibited or restricted parties or owned or controlled by such a party, including but not limited to the lists maintained by the United Nations Security Council, the US Government (e.g., the US Department of Treasury's Specially Designated Nationals list and Foreign Sanctions Evaders list and the US Department of Commerce's Entity List), the European Union or its member states, or other applicable government authority. You will not directly or indirectly export, re-export, transmit, or cause to be exported, re-exported, or transmitted, any commodities, software, or technology ("Items") to any country, individual, corporation, organization, or entity to which such export, re-export, or transmission is restricted or prohibited, including any country, individual, corporation, organization, or entity under sanctions or embargoes administered by the United Nations, US Departments of State, Treasury, or Commerce, the European Union, or any other applicable government authority. If you are a U.S. Government end user, we are licensing the Software to you as a "Commercial Item" as that term is defined in the U.S. Code of Federal Regulations (see 48 C.F.R. § 2.101), and the rights we grant you to the Services are the same as the rights we grant to all others under these Terms.

18. Liability of Assistant Issues, and Loss Arising from the same.

You affirm that you are aware that all work, duties, obligations, requests, tasks, requirements, action items, etc. (collectively "Assistant Work") seemingly performed by the product marketed titles including "Definition Echelon Assistant", "Definition Echelon Business Assistant", "Definition Echelon for Business" on your behalf are completed by a Contracted Company, however, when communicating with assistants that are employed by the Contracted Company via a Definition Echelon AI Technologies, Inc. owned & operated application, you are then, and only then using services & technologies built and rendered by Definition Echelon AI Technologies, Inc, ONLY to communicate to these assistants that are employed by the Contracted Company. Therefore, in any instances where assistant issues such as, but not limited to, assistant

negligence, assistant failure, assistant error, assistant response times, failure of assistant to perform duties or meet obligations, failure of assistant to respond at all, or any loss of any kind arising from any of these (collectively “Assistant Issues”) are the source of issue, Definition Echelon AI Technologies, Inc. cannot be held responsible, as Definition Echelon AI Technologies, Inc. only provides a communication platform between assistants and business customers, upon which, assistants are controlled, trained, and employed by a Contracted Company. You agree to waive any and all liability associated with Assistant Issues. You acknowledge that using the Services does not guarantee any outcome, and that work given may not be completed. While Definition Echelon works with Contracted Companies to provide assistant services, Definition Echelon makes no warranties or representations about the specific qualifications, reliability, or performance of any individual assistant. Definition Echelon’s role is limited to providing a communication platform between clients and assistants employed by Contracted Companies. While Definition Echelon and its Contracted Companies maintain several processes for assistant selection and training, the ultimate performance and conduct of any individual assistant cannot be guaranteed. Definition Echelon’s role is limited to providing a communication platform between clients and assistants employed by Contracted Companies. While Definition Echelon and its partners engage in various quality assurance measures, including vetting, training, and skill assessment, clients acknowledge that: (1) past performance does not guarantee future results, (2) individual assistant performance may vary, and (3) Definition Echelon cannot be held liable for any individual assistant’s conduct, reliability, or quality of work. Any representations about assistant capabilities should be understood as general descriptions of generally expected performance, NOT guarantees.

19. Liability of Issues

While Definition Echelon is a service that does our best to guarantee security of messages, leveraging partnerships with top security services, you agree that Definition Echelon cannot be held liable or responsible for any damages associated with security breaches, breaches of data, or any other kind of technology breach as such. In addition, you agree that in using Definition Echelon, you are ultimately responsible for the liability of the tasks that are given, accesses to software that are given (and removing said access), and therefore, liability or loss arising from any issue including but not limited to technology breaches, software accesses of any kind, or an Assistant Issues, you also acknowledge and agree cannot be attributed to Definition Echelon, and Definition Echelon cannot be held liable for any liability or loss or damage faced by you, your business, your clients, vendors, or any affiliate organization or person, incorporated or unincorporated.

19 (a). Removal of Assistant Accesses. If Clients have provided Assistants or other Definition Echelon Representatives accesses to their own systems or platforms, including but not limited to communication systems, contractual management systems, customer relationship management systems, email clients, or other such tools, Clients are fully and wholly responsible for giving and removing access to these. Definition Echelon has no control over external tooling, and cannot be expected to have control over any of these.

19 (b). Payments Made to Assistants. If Clients pay Assistants directly, or pay Assistants through the Definition Echelon platform, any funds other than the Subscription & Service Fees, Clients must agree that Definition Echelon holds NO liability for these funds. Examples include, but are not limited to: tips, device purchases, investments, or gifts. Definition Echelon does not recommend paying Assistants directly, or through the Definition Echelon platform, for any reason other than payments for the Subscription & Service Fees.

20. Material Breaches

You agree that a material breach of these Terms of Service may only arise when you have not paid any outstanding invoices, either as a result of one or more unpaid invoices – as defined by an invoice that was never attempted to be paid, or a failed payment for one or more invoices. Definition Echelon AI Technologies, Inc.'s obligations only are to provide a communication platform through which you may communicate with assistants that have been assigned to your account by the Contracted Company responsible for Definition Echelon AI Technologies, Inc.'s human assistance services. Both parties agree that Assistant Issues, service outages, and actions taken by the Contracted Company cannot be used as a basis for a material breach of these Terms of Service.

21. Refunds, Continued

Definition Echelon is under no obligation to provide refunds for any reason. Definition Echelon, in good faith, may, on a case-by-case basis, provide refunds for unused time, as defined by the days pre-paid for in the billing period, on a prorated basis, for the days after the date of explicit written cancellation that are remaining in the billing period. It is important to understand that Definition Echelon provides a dedicated assistant service, therefore, while you are in the billing period before an event of cancellation, your account has been assigned dedicated resources.

22. (a) Communication with Assistants or Definition Echelon Talents Outside Normal Course of Business

Clients agree that at any point during the relationship with Definition Echelon, and for a period of up to three (3) calendar years after, they may not approach any Assistants or Definition Echelon Talents for any reason outside the normal course of day to day operations, or outside of Definition Echelon-controlled communication platforms to perform Services for which Definition Echelon Assistant has been hired (including but not limited to tasks, services, activities described in our Zero Tolerance Policy.)

Definition Echelon invests a lot of time, money, and effort in building relationships with our Contracted Companies and Vendors, providing quality training material and training sessions to Assistants and Definition Echelon Talents, maintaining internal culture, and investing in their futures. You agree that by attempting to contact Assistants or Definition Echelon Talents outside the normal course of day to day operations for any reason will cause Definition Echelon irreparable harm, and result in Definition Echelon resorting to injunctive measures to prevent this action, and to seek financial compensation for any damages incurred to Definition Echelon associated with your action. Clients also agree not to not engage in any contractual relationship, documented or implied, with the Assistants or Contracted Companies, as this will cause Definition Echelon irreparable harm, and result in Definition Echelon resorting to injunctive measures to prevent this action, and to seek financial compensation for any damages incurred to Definition Echelon associated with your action.

22. (b) Responding to Definition Echelon Assistants Contacting You Outside Normal Course of Business

As aforementioned above in 22(a), Definition Echelon invests a lot of time, money, and effort in building relationships with our Contracted Companies and Vendors, providing quality training material and training sessions to Assistants and Definition Echelon Talents, maintaining internal culture, and investing in their futures. Therefore, should Definition Echelon Assistants contact you any point during the relationship with Definition Echelon, and for a period of up to three (3) calendar years after, for any reason outside the normal course of day to day operations, or outside of Definition Echelon-controlled communication platforms to perform Services for which Definition Echelon Assistant has or had been hired (including but not limited to tasks, services, activities described in our Zero Tolerance Policy), Clients agree that by engaging in the described behaviour(s) with Assistants or Contracted Companies, they will cause Definition Echelon irreparable harm, and result in Definition Echelon resorting to injunctive measures to prevent this action, and to seek financial compensation for any damages incurred to Definition Echelon associated with your action. Clients also agree not to not engage in any contractual relationship, documented or implied with the Assistants or Contracted Companies, as this will cause Definition Echelon irreparable harm, and result in Definition Echelon resorting to injunctive measures to prevent this

action, and to seek financial compensation for any damages incurred to Definition Echelon associated with your action.

23. General

1. Your Information is any information you provide, publish, or post to or through the Services or related services (including any profile information you provide) or send to other Users or Fulfillers (including via in-application feedback, any email feature, or through any Definition Echelon-related Facebook, Twitter, or other social media posting) (your “Information”). You consent to us using your Information to create a User account that will allow you to use the Services and participate in the Services.

These Terms, along with any referenced policies, constitute the entire understanding and agreement between you and Definition Echelon, superseding all prior or contemporaneous representations, agreements, negotiations, or understandings, whether written or oral. You acknowledge and agree that you have not relied on any representation, warranty, or statement not expressly set forth herein in deciding to use Definition Echelon’s Platform or Services.

2. These Terms shall be governed by the laws of the State of California without regard to choice of law principles. This choice of law provision is only intended to specify the use of California law to interpret these Terms and is not intended to create any other substantive right to non-Californians to assert claims under California law whether by statute, common law, or otherwise.
3. If any provision of these Terms is or becomes invalid or non-binding, the parties shall remain bound by all other provisions hereof. In that event, the parties shall replace the invalid or non-binding provision with provisions that are valid and binding and that have, to the greatest extent possible, a similar effect as the invalid or non-binding provision, given the contents and purpose of these Terms.
4. These Terms, and any rights and licenses granted hereunder, may not be transferred or assigned by you; any attempted transfer or assignment in violation hereof shall be null and void. However, you agree that these Terms and all incorporated policies or agreements may be assigned by Definition Echelon, in our sole discretion, by providing notice to you.
5. A party’s failure to act with respect to a breach by the other party does not constitute a waiver of the party’s right to act with respect to subsequent or similar breaches.
6. These Terms set forth the entire understanding and agreement between you and Definition Echelon with respect to the subject matter hereof and supersedes all previous understandings and agreements between the parties, whether oral or written.

Questions?

If you have any questions regarding the Services or these Terms, please contact us at:

Phone: [646-902-1733](tel:646-902-1733)

Website: www.definitionechelon.org

Email: info@definitionechelon.org

Last updated on the Effective Date.

Customers that require customized or refined terms of service, enterprise support, master service agreements, specialized handling, or vendor onboarding processes to be accomplished, may reach out to our Sales or Customer Success teams (whom you may already be in contact with) to discuss these requirements further.