

Thank you for your interest in Definition Echelon and the Definition Echelon application for your mobile device (the “Application”) provided to you by Definition Echelon LLC. (“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”).

Definition Echelon values the safety of the communities in which Definition Echelon operates. This Zero Tolerance Policy (this “Policy”) describes certain services or classes of services that Definition Echelon does not allow while using our Services.

Beyond this Policy, your use of the Services is also subject to our Terms of Service (the “Terms of Service”) and Privacy Policy (the “Privacy Policy”). This Policy, the Terms of Service, and the Privacy Policy may be updated periodically. Your continued use of the Services signifies that you have read and understood the changes.

Key definitions: “Subscription Payments”, “Service Payments”, “Subscription/Service Payments”, “Subscription or Service Payments”, “Subscription and Service Payments” or any reasonable interpretation of these words in any of our documentation will mean the fixed, monthly payment for services for virtual talent(s) as defined by Definition Echelon. Legitimate Subscription Payments will have an associated set of invoices generated by our financial services partner, Stripe, and associated with a monthly recurring subscription. Definition Echelon reserves the right to determine the scope of what payments fall under Subscription Payments in the event of any dispute.

In order to avail yourself of the Services, you must agree to this Policy. Throughout this Policy, 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 terms of this Policy.

## 1. What are Zero Tolerance Services?

The Services serve as a marketplace where people who seek to get tasks done are matched with independent contractors, Contracted Companies, and businesses (“Fulfillers”) who are reasonably capable of executing these jobs, tasks, or offers. In connection with such marketplace, Definition Echelon aims to provide its Users with a wide array of choices and Fulfillers with a wide array of opportunities; however, there are certain services and certain classes of services that Definition Echelon does not allow on our platform for legal and/or ethical reasons (each, a “Zero Tolerance Service,” or collectively, “Zero Tolerance Services”). We maintain that we do not make any of

these Zero Tolerance Service determinations in a way that is intended to be discriminatory towards any race, ethnicity, national origin, religion, sex, gender identification, physical or mental disability, medical condition, marital status, age, or sexual orientation. If you would like us to amend anything on this page, please feel free to contact us at [info@definitionechelon.org](mailto:info@definitionechelon.org), and we will consider your request (though we cannot guarantee that your request will be granted).

## 2. Zero Tolerance Service Categories

Zero Tolerance Services that Definition Echelon does not permit under any circumstances include but are not limited to the following Definition Echelon:

1. Prostitution – Definition Echelon, under no circumstances, permits any form of prostitution or compensation in exchange for romantic or sexual contact in our marketplace. This definition includes but is not limited to:
  1. Compensated Dating – the act of paying a Fulfiller to act as or become a date or romantic partner for any purpose;
  2. Payment in Exchange for Sexual Acts of any Kind – the act of paying a Fulfiller to perform or engage in sexual acts, such as dressing a certain way or making sexual contact of any kind;
  3. Massages with Unlicensed Proprietors – the act of requesting massage services from a proprietor that is unlicensed or uncertified by Definition Echelon as a masseuse; or
  4. Payment in Exchange for Vague Activity – the act of requesting any kind of sexual acts under the guise of something vague;
2. Pornography – Definition Echelon, under no circumstances, permits any form of pornography, including but not limited to:
  1. Actively – the act of paying a Fulfiller to engage in sexual acts with the intention of producing pornographic or sexually explicit content; or
  2. Passively – the act of paying a Fulfiller to engage in non-sexual acts that lead to the production of pornographic or sexually explicit content; examples include (but are not limited to) the role of a camera-operator or post-production editor;
3. Illegal Drugs – Definition Echelon, under no circumstances, permits the unlawful ordering, delivering, acquisition, solicitation, purchasing, or manufacturing of any substance scheduled under the Controlled Substances Act, [21 U.S.C. ch. 13 § 801 et seq.](#);
4. Staged Kidnappings – Definition Echelon, under no circumstances, permits any form of staged kidnapping, even if the recipient is yourself, knowingly, aware, or accepting;

5. Property Damage – Definition Echelon, under no circumstances, permits the act of paying a Fulfiller to damage the real or personal property of another;
6. Any Form of Assault, Harassment, or Violence – Definition Echelon, under no circumstances, permits any form of assault, harassment, or violence, even if the recipient is yourself, knowingly, aware, or accepting. This prohibition includes but is not limited to:
  1. Verbal Assault – the act of paying a Fulfiller to verbally assault anyone;
  2. Physical Assault – the act of paying a Fulfiller to physically assault anyone;
  3. Sexual Assault – the act of paying a Fulfiller to sexually assault anyone; and
  4. Harassment – the act of paying a Fulfiller to harass anyone in any form;
7. Individual Activities that Comprise a Larger Disallowed Activity – Definition Echelon does not allow Users to request services that cumulatively lead to a service that is disallowed, for example (but cases are not limited to this example – this is solely for reference), hiring a microphone operator to help film sexually explicit content in addition to hiring a camera operator to help film sexually explicit content. Our machine learning systems thoroughly monitor requests in real time to detect and flag such prohibited behavior, and attempting to request or participate in any such services may result in your account being deactivated; and
8. Other Distasteful Acts – In addition to any acts explicitly prohibited above, Definition Echelon, under no circumstances, permits any form of Distasteful Acts, even if the recipient is yourself, knowingly, aware, or accepting. Definition Echelon reserves the right to make reasonable determinations about what acts count as “Distasteful Acts” for purposes of this Policy. Please note: Definition Echelon has final determination regarding what acts are indeed Distasteful Acts. Furthermore, acts that are either only distasteful or both distasteful and unsolicited are not permitted. Although sending a significant other flowers may be classified as unsolicited, it is not distasteful and is therefore allowed. We permit unsolicited acts, provided in context they are expected, to a reasonable person, to be welcomed or harmless, the definition of harmless, in this instance, is to be defined by Definition Echelon on a case by case basis. Note that a spouse, significant other, friend, colleague, or family member’s identity must be linked to or known to a User’s Definition Echelon account in order for a User to request services that are unsolicited by such spouse, significant other, friend, colleague, or family member.
9. Business Ventures and Investments – Definition Echelon, under no circumstances, permits:
  - a) Direct Financial Transactions – Any direct payments, transfers, or financial

transactions between Users and Fulfillers, Assistants, Contracted Companies, or any employee, contractor or agent of Definition Echelon outside of legitimate Subscription Payments;

b) Business Partnerships – The formation of business ventures, partnerships, or investment arrangements between Users and Fulfillers, Assistants, Contracted Companies, or any employee, contractor or agent of Definition Echelon;

c) External Projects – Engaging Fulfillers, Assistants, Contracted Companies' or any other employee, contractor, or agent of Definition Echelon in business projects, ventures, or investments;

d) Solicitation – Soliciting or accepting business proposals, investment opportunities, or venture partnerships from Fulfillers, Assistants, Contracted Companies, or any employee, contractor or agent of Definition Echelon; or

e) Alternative Payment Arrangements – Any arrangement where Users compensate Fulfillers, Assistants, Contracted Companies, or any employee, contractor or agent of Definition Echelon through means other than Definition Echelon's authorized Subscription Payment system.

Any attempt to engage in such activities will result in immediate account termination. Definition Echelon explicitly disclaims any responsibility for losses or damages resulting from Users engaging in prohibited Business Ventures and Investments with Fulfillers, Assistants, Contracted Companies, or any employee, contractor or agent of Definition Echelon. Any personal, financial, or investment engagement you choose to undertake with a Fulfiller, Assistant, Contracted Company, Employee, contractor or agent of Definition Echelon, or any person introduced to you through the Platform, is made solely at your own risk, without any involvement, liability, or responsibility attributable to Definition Echelon. Definition Echelon expressly disclaims any liability arising from such arrangements.

### 3. Termination of Use as a Result of Violating This Policy

Any attempt to knowingly or unknowingly request any Zero Tolerance Service will result in immediate termination of the User's account, and the incident will be reported to the relevant authorities if necessary. However, with respect to normal usage of our services, Definition Echelon is a privacy-centric company, and will, when possible, defend aggressively against any legal challenges for access to user data.

Any attempt to knowingly or unknowingly provide for, execute on, or carry out any task that constitutes a Zero Tolerance Service will, if found, result in immediate termination of the offending Fulfiller account with Definition Echelon, and the incident will be reported to the relevant authorities if necessary. Re-activation is a lengthy procedure that entails

an internal investigation. To learn more about re-activation, please contact [legal@getDefinitionEchelonapp.com](mailto:legal@getDefinitionEchelonapp.com).

#### 4. Help the Community

Definition Echelon and its officers, directors, employees, independent contractors, and agents pride themselves on being good members of their respective communities. As a User, we would like to request that you do not attempt to request any Zero Tolerance Services.

#### 5. Other Miscellaneous Zero Tolerance Activities

With respect to your use of the Services and your participation in the Services, you agree that you will not:

1. impersonate any person or entity;
2. stalk, threaten, or otherwise harass any person, or unlawfully and unnecessarily carry any weapon;
3. violate any federal, state, county, or municipal statute, rule, permit, ordinance, regulation, judicial decision, or other law;
4. interfere with or disrupt the Services or the servers or networks or auxiliary services connected to or operated by the Services;
5. post Information to or interact on the Services in a manner that is false, inaccurate, misleading (directly or by omission or failure to update information), defamatory, libelous, abusive, obscene, profane, offensive, sexually oriented, threatening, harassing, or illegal;
6. use the Services in any way that infringes upon any third-party's rights, including but not limited to: intellectual property rights, such as copyrights, patents, trademarks, or trade secrets, or any other proprietary rights or rights of publicity or privacy;
7. post, email, or otherwise transmit any malicious code, files, or programs designed to interrupt, damage, destroy, malform, or limit the functionality of any computer software or hardware or data or telecommunications equipment or surreptitiously intercept or expropriate any system, data, or personal information;
8. "frame" or "mirror" any part of the Services, without our prior written authorization, or use meta tags or code or other devices containing any reference to us in order to direct any person to any other website for any purpose;
9. modify, adapt, translate, reverse engineer, decipher, decompile, or otherwise disassemble any portion of the Services or any software used on or for the Services;
10. rent, lease, lend, sell, redistribute, license, or sublicense the Services or access to any portion of the Services;

11. use any robot, spider, site search/retrieval application, or other manual or automatic device or process to retrieve, index, scrape, data mine, or in any way reproduce or circumvent the navigational structure or presentation of the Services or their contents;
12. transfer or sell your User, Fulfiller, or partner account, password, and/or identification to any other party; or
13. discriminate against or harass anyone on the basis of race, ethnicity, national origin, religion, gender, gender identity, physical or mental disability, medical condition, marital status, age, or sexual orientation.

Questions?

If you have any questions regarding the Services or this Policy, please contact us at:

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

Website: [www.definitionechelon.org](http://www.definitionechelon.org)

Email: [info@definitionechelon.org](mailto:info@definitionechelon.org)