

A.Team Terms of Service

Effective September 1st, 2020

## **ATeams Tech Maker Terms of Service Agreement**

This Terms of Service Agreement ("Agreement") is for Tech Makers (defined below) and governs Your use of ATeams' "Marketplace Platform" which connects networks of independent, professional tech makers (like You) to companies with technology project needs. Accepting the terms and conditions of this Agreement will allow You to join a collaborative community of independent professionals who are helping to create the future. To use the Marketplace Platform as a Client, You must agree to ATeams' Client Terms of Service Agreement, which can be found [here](#).

TO ACCESS AND USE ATEAMS' MARKETPLACE PLATFORM AS A TECH MAKER, YOU MUST REVIEW AND ACCEPT THE TERMS OF THIS AGREEMENT BY CLICKING ON THE "I ACCEPT" BUTTON AT THE END OF THE TEXT. ONCE ACCEPTED, THIS AGREEMENT BECOMES A BINDING LEGAL COMMITMENT BETWEEN YOU AND ATEAMS, INC. ("ATEAMS"). IF YOU DO NOT AGREE TO BE BOUND BY THESE TERMS, YOU SHOULD NOT CLICK THE "I ACCEPT" BUTTON.

### **1. Definitions**

The following terms shall have the meanings set forth below. Capitalized terms not defined in this Section shall have the meanings assigned to them where used in this Agreement.

"Clients" means individuals or entities who use the Matching Services to seek and purchase Tech Maker Services for Projects.

"Confidential Information" shall mean all written or oral information, disclosed by or on behalf of either ATeams or You to the other that has been identified as confidential or that by the nature of the information or circumstances surrounding disclosure would be reasonably understood to be confidential or proprietary.

"Matching Services" means the services provided by ATeams whereby a Tech Maker and Client are matched for the potential provision of Tech Maker Services to Client for one or more Projects.

"Project" means an assignment or project advertised through, or otherwise submitted to, the Services for which a Client seeks Tech Maker Services.

"Project Fees" means the compensation owed by a Client to Tech Maker for Tech Maker Services for a Project on a time and materials or fixed fee basis.

"Project Order" means the services order generated by ATeams when a Client and Tech Maker confirm with ATeams that they have entered into a Tech Maker Contract.

"Services" means the service provided by ATeams whereby Clients can list, advertise, or otherwise submit Projects, find matches for Projects, and coordinate payments for Projects, and Tech Makers can post their credentials and submit proposals for Projects.

"Service Fee" means the portion of the Project Fees, retained by ATeams as compensation for the Services, as set forth on each Project Order.

"Tech Maker" means an individual, including You, who provides Tech Maker Services to Clients, including as part of teams.

"Tech Maker Contract" means a contract between a Tech Maker (or team of Tech Makers) and a Client setting forth the terms for the provision of Tech Maker Services in connection with a Project.

"Tech Maker Services" means services Tech Makers provide to Clients. "Users" means users of the Services and includes both Clients and Tech Makers (including You).

"Work Product" means any and all work product created by Tech Maker for a Project.

## **2. Services**

The Services act as a marketplace whereby Clients and Tech Makers can connect and identify each other for the sale and purchase of Tech Maker Services for Projects. Subject to the terms and conditions set forth in this Agreement, ATeams will use commercially reasonable efforts to provide You with access to the Services. You can submit to ATeams descriptions of the Tech Maker Services You provide, via email at

help@a.team or through the proper functionality on the ATeams Marketplace Platform (each, a "Submission"). ATeams reserves the right to refuse any and all Submissions at any time. Submissions must be expressly accepted by ATeams. ATeams does not guarantee that any matches will be made through the Services.

### **3. Relationship with ATeams**

ATeams merely makes the Services available to enable Tech Makers and Clients to find and transact directly with each other. Through the Services, You may be notified of Clients that may be seeking the services You offer, and Clients may be notified that You offer the services they seek.

### **4. User Responsibilities**

4.1 You, and not ATeams, are responsible for evaluating and determining the suitability of any Project or Client on your own. If You decide to enter into a Tech Maker Contract, the Tech Maker Contract is directly between You and the Client, and ATeams is not a party to that Tech Maker Contract, the relationship, or any dealings or transactions between Client and You. Without limitation, You are solely responsible for (a) verifying the accuracy and legality of any User Content provided or received through the Services, (b) determining the ultimate suitability of Clients for a Tech Maker Contract, (c) negotiating, agreeing to, and executing any terms or conditions of Tech Maker Contracts, and (d) performing Tech Maker Services. ATeams does not, in any way, supervise, direct, control, or evaluate Tech Makers or their work and is not responsible for any Project, Project or Tech Maker Contract terms, or Work Product.

4.2 Necessary Equipment and Software. You must provide all equipment and software necessary to connect to the Services, as well as for the Projects and Tech Maker Services. ATeams does not provide You with training or any equipment, labor, tools, or materials related to any Tech Maker Contract; and ATeams does not provide the premises at which You will perform the work

## 5. Service Limitations

ATeams will not have any liability or obligations under or related to Tech Maker Contracts and/or Tech Maker Services for any acts or omissions by You or any other Users. ATeams does not, in any way, supervise, direct, or control You or any Tech Maker Services; does not impose quality standards or a deadline for completion of any Tech Maker Services; and does not dictate the performance, methods or process You use to perform services. You are free to determine when and if to perform Tech Maker Services, including the days worked and time periods of work, and ATeams does not set or have any control over Your pricing, work hours, work schedules, or work location, nor is ATeams involved in any other way in determining the nature and amount of any compensation that You may charge or be paid for a Project. You will be paid at such times and amounts as agreed with a Client in a given Tech Maker Contract, and ATeams does not, in any way, provide or guarantee You a regular salary or any minimum, regular payment.

5.1 Other Business Activities. Nothing in this Agreement is intended to prohibit or discourage any User from engaging in other business activities or providing any services through any other channels, provided You comply with the Referral provisions described in Section 15 if applicable. You are free at all times to engage in such other business activities and services and are encouraged to do so.

## 6. Accounts

6.1 Registration. Use of and access to the Services may require registration of an account for the Services ("Account"). In registering an Account, You agree to (a) provide true, accurate, current and complete information ("Registration Data") and (b) maintain and promptly update the Registration Data to keep it true, accurate, current and complete. You agree not to provide any false or misleading information about Your identity or location, business, skills, or services and to correct any such information that is or becomes false or misleading. You acknowledge and agree that Registration Data may be shared with other Users in connection with the Services, and You hereby grants ATeams a non-exclusive, worldwide, royalty free license to use, display, perform, transmit, and otherwise exploit Your Registration Data in connection with the Services. You are responsible for all activities that occur under Your Account and may not share Account or password information with anyone. You

agree to notify ATeams immediately of any unauthorized use of Your password or any other breach of security. If You provide any information that is untrue, inaccurate, not current or incomplete, or ATeams has reasonable grounds to suspect that any information You provide is untrue, inaccurate, not current or incomplete, ATeams has the right to suspend or terminate Your Account and refuse any and all current or future use of the Services (or any portion thereof). You may not have more than one Account at any given time. You may not create an Account or use the Service if You have been previously removed by ATeams or previously banned from the Services. ATeams reserves the right to decline a registration to join ATeams or to add an Account type, for any lawful reason, including supply and demand, cost to maintain data, or other business considerations.

6.2 Account Verification. When You register for an Account and from time to time thereafter, Your Account will be subject to verification, including, but not limited to, validation against third-party databases or verification of one or more official government or legal documents that confirm Your identity, location, and ability to act on behalf of Your business. You authorize ATeams, directly or through third parties, to make any inquiries necessary to validate Your identity, location, and ownership of Your email address or financial accounts, subject to applicable law. When requested, You must timely provide ATeams with complete information about You and Your business, which includes, but is not limited to, providing official government or legal documents.

6.3 Permitted Users. By granting any individuals or entities permissions under Your Account (a "Permitted User"), You represent and warrant that (a) the Permitted User is authorized to act on Your behalf, and (b) You are fully responsible and liable for any action of any Permitted User and any other person who uses the Account. If any such Permitted User violates the terms of this Agreement, it may affect Your ability to use the Services.

## **7. Tech Maker Contracts**

7.1 Tech Maker Contract Terms. You and Your Client must enter into a Tech Maker Contract for each Project or arrangement for Tech Maker Services. You acknowledge and agree that (a) if You and a Client decide to enter into a Tech Maker Contract, the Tech Maker Contract is a contractual relationship directly between the Client and You (b) Client and You have complete discretion both with regard to whether to enter into

a Tech Maker Contract and with regard to the terms of any Tech Maker Contract, and (c) You will notify ATeams that You have entered into the Tech Maker Contract to generate a Project Order; and Clients and You may enter into any written agreements that You and Clients deem appropriate (e.g., confidentiality agreements, invention assignment agreements, assignment of rights, etc.) provided that any such agreements do not conflict with, narrow, or expand ATeams's rights and obligations under this Agreement or otherwise conflict with or violate this Agreement. You acknowledge, agree, and understand that ATeams is not a party to any Tech Maker Contract, and that the formation of a Tech Maker Contract between You and Clients will not, under any circumstance, create an employment or other service relationship, or a partnership or joint venture between ATeams and You.

**7.2 Optional Tech Maker Contract Terms.** If You and a Client prefer, You can agree to the Optional Tech Maker Contract Terms attached as Exhibit A ("Optional Terms"), in whole or in part, in addition to or instead of other such agreements. The Optional Terms are provided as a sample only and may not be appropriate for all jurisdictions or all contracts. You are responsible for complying with any local requirements. You may use the Optional Terms in whole or in part, or agree to different or additional terms for Your Tech Maker Contract(s), and the terms should be adjusted and/or supplemented as You deem appropriate. Neither ATeams nor any affiliate of ATeams is a party to any Tech Maker Contract regardless of whether the Optional Terms are used or incorporated.

**7.3 Disclaimer.** ATeams does not assume any responsibility for any consequence of using the Optional Terms. The Optional Terms are not intended to and do not (a) constitute legal advice, (b) create an attorney-client relationship, or (c) constitute advertising or a solicitation of any type. Each situation is highly fact-specific and requirements vary by situation and jurisdiction and therefore You should seek legal advice from a licensed attorney in the relevant jurisdictions. ATeams expressly disclaims any and all liability with respect to actions or omissions based on the Optional Terms.

## **8. Ownership**

**8.1 ATeams.** ATeams and its suppliers own all rights, title and interest in the Services; all information and materials provided by or on behalf of ATeams to You in connection with the Services (excluding User Content); and ATeams's trademarks, and all related

graphics, logos, service marks and trade names used on or in connection with the Services (collectively, "ATeams IP"). ATeams reserves all rights in ATeams IP not expressly granted herein.

8.2 User Content. You own all rights, title and interest in, and You hereby grant ATeams a fully paid, royalty-free, worldwide, non-exclusive right and license to use, license, distribute, reproduce, modify, adapt, publicly perform, and publicly display, any information, data, text, software, and/or other materials provided by or on Your behalf to ATeams in connection with the Services (collectively, "User Content") for the purposes of operating and providing the Services to You and other Users. You are solely responsible for Your User Content, including the accuracy thereof, and for any legal action that may be instituted by other Users or third parties as a result of or in connection with Your User Content.

8.3 Feedback. You hereby grant to ATeams a fully paid, royalty-free, perpetual, irrevocable, worldwide, non-exclusive, and fully sublicensable right and license to use, reproduce, perform, display, distribute, adapt, modify, re-format, create derivative works of, and otherwise commercially or non-commercially exploit in any manner (a) any and all feedback, suggestions, or ideas related to the Services or ATeams's products, services, or business provided by You (collectively, "Feedback") and to sublicense the foregoing rights, in connection with the operation, maintenance, and improvement of the Services and/or ATeams's business and (b) any feedback, suggestions, ideas, responses, comments, information, and data, including survey responses, provided by You or on Your behalf related to any Tech Maker Services, Projects, or other Users ("Service Assessments"), and to sublicense the foregoing rights, in connection with the operation, maintenance, and improvement of the Services and/or ATeams's business, provided that ATeams shall not share any Service Assessments with any third parties in a manner that identifies You by name.

8.4 Work Product. Ownership by and between You and Your Clients of, and rights in and to, all Work Product is governed solely by the Tech Maker Contracts.

## **9. Restrictions**

You represent, warrant, and covenant that You will not, and shall not permit any Permitted User or third party, to (a) use the Services to provide services to third parties or otherwise provide access to the Services to third parties; (b) modify any

documentation, or create any derivative product thereof; (c) assign, sublicense, sell, resell, lease, rent, or otherwise transfer or convey, or pledge as security or otherwise encumber ATeams's rights under this Section; (d) harvest, collect, gather or assemble information or data regarding other Users without their consent; (e) use the Services to solicit, advertise for, or contact in any form, Users for employment or any other purpose not related to the Projects advertised through the Services; (f) use the Services or any information or data received through or in connection with the Services in a manner that (i) may infringe or violate the intellectual property or other rights of any individual or entity, including without limitation the rights of publicity or privacy; (ii) may violate applicable laws or governmental regulations; (iii) is unlawful, threatening, abusive, harassing, misleading, false, defamatory, libelous, deceptive, fraudulent, invasive of another's privacy, tortious, obscene, offensive, profane or racially, ethnically, or otherwise discriminatory; (iv) constitutes unauthorized or unsolicited advertising, junk or bulk e-mail; (v) impersonates any person or entity, including any employee or representative of ATeams; (vi) interferes with or attempts to interfere with the proper functioning of the Services or uses the Services in any way not expressly permitted by this Agreement; or (vii) attempts to engage in or engages in, any potentially harmful acts that are directed against the Services; or (g) permits any third party to do any of the foregoing, directly or indirectly.

## **10. Investigations**

Although ATeams does not generally monitor User activity occurring in connection with the Services or any Projects or Tech Maker Services, if ATeams becomes aware of any possible violations by any Users of any terms between ATeams and its Users, ATeams reserves the right, but has no obligation, to investigate such violations. If, as a result of the investigation, ATeams believes that criminal activity has occurred, ATeams reserves the right to refer the matter to, and to cooperate with, any and all applicable legal authorities. ATeams is entitled, except to the extent prohibited by applicable law, to disclose any information or materials on or in connection with the Services, including User Content or Registration Data, in ATeams's possession in connection with Your use of the Services, to (i) comply with applicable laws, legal process or governmental request; (ii) enforce the Agreement; (iii) respond to any claims that Your content, acts, or omissions violates the rights of third parties; (iv) respond to requests for customer service; or (v) protect the rights, property or personal safety of ATeams, its Users or the public, and all enforcement or other



government officials, as ATeams in its sole discretion believes to be necessary or appropriate.

## **11. Interactions with Other Users**

You are solely responsible for Your interactions with other Users and any other parties with whom You interact; provided, however, that ATeams reserves the right, but has no obligation, to intercede in such disputes. You agree that ATeams will not be responsible for any liability incurred as the result of such interactions. While ATeams may, in ATeams's sole discretion, help facilitate the resolution of disputes through various programs, ATeams has no control over and does not guarantee the existence, quality, safety or legality of Tech Maker Services or Projects; the truth or accuracy of Your content or listings; Your ability to sell or provide services; Clients' ability to pay for Tech Maker Services; or that a Client and You will actually complete a transaction.

## **12. Confidential Information**

12.1 Between ATeams and User. ATeams and You each agree as follows: (a) to use Confidential Information disclosed by the other party only for the purposes expressly permitted herein; (b) that such party will not reproduce Confidential Information disclosed by the other party, and will hold in confidence and protect such Confidential Information from dissemination to, and use by, any third party; (c) that neither party will create any derivative work from Confidential Information disclosed to such party by the other party; (d) to restrict access to the Confidential Information disclosed by the other party to such of its personnel, agents, and/or consultants, who have a need to have access and who have been advised of, and have agreed in writing to treat such information in accordance with, the terms of this Agreement; and (e) to the extent practicable, return or destroy all Confidential Information disclosed by the other party that is in its possession upon termination or expiration of this Agreement. Both parties agree that all items of Confidential Information are proprietary to the disclosing party, and as between the parties, will remain the sole property of the disclosing party.

12.2 Confidentiality Exceptions. Notwithstanding the foregoing, the provisions of Section 12.1 will not apply to Confidential Information that (a) is publicly available or in the public domain at the time disclosed; (b) is or becomes publicly available or enters the public domain through no fault of the recipient; (c) is rightfully communicated to the recipient by persons not bound by confidentiality obligations with respect thereto; (d) is already rightfully in the recipient's possession free of any confidentiality obligations with respect thereto at the time of disclosure; (e) is independently developed by the recipient without use of or reference to the other party's Confidential Information; or (f) is approved for release or disclosure by the Disclosing party without restriction. Notwithstanding the foregoing, each party may disclose Confidential Information to the limited extent required (i) in order to comply with the order of a court or other governmental body, or as otherwise necessary to comply with applicable law, provided that the party making the disclosure pursuant to the order shall first have given written notice to the other party (to the extent legally permitted) and made a reasonable effort to obtain a protective order; or (ii) to establish a party's rights under this Agreement, including to make such court filings as it may be required to do.

12.3 Between Users. You may, between You and other Users, agree to any terms You deem appropriate with respect to confidentiality, including those set forth in the Optional Terms. If and to the extent that You do not articulate any different agreement, then You agree that this Section 12.3 applies. To the extent one User provides Confidential Information to another User, the recipient will protect the secrecy of the discloser's Confidential Information with the same degree of care as it uses to protect its own Confidential Information, but in no event with less than due care. On a User's written request, the party that received Confidential Information will promptly destroy or return the disclosing party's Confidential Information and any copies thereof contained in or on its premises, systems, or any other equipment otherwise under its control.

## **13. Worker Classification**

Nothing in this Agreement is intended to or should be construed to create a partnership, joint venture, franchisor/franchisee or employer-employee relationship between ATeams and You. Clients are solely responsible for and have complete discretion with regard to selection of any Tech Maker for any Project. ATeams will have no input into, or involvement in, worker classification as between Client and You

and You agree that ATeams has no involvement in and will have no liability arising from or relating to Your classification generally or with regard to a particular Project.

## **14. No Solicitation**

You may not use the Services to solicit for any other business, website or services. You may not solicit, advertise for, or contact Clients or other Tech Makers for employment, contracting, or any other purpose not related to the Services.

## **15. Non-Circumvention**

15.1 Non-Circumvention Period. The value of the Services rests in its thriving marketplace for Clients and Tech Makers. You acknowledge and agree that a substantial portion of the compensation ATeams receives for providing the Services is collected through the Service Fee described in this Agreement. ATeams only receives this Service Fee when a Client and a Tech Maker pay and receive payment through the Services. Therefore, for 24 months from the time You enter into this Agreement (the "Non-Circumvention Period"), You agree to use the Services as Your exclusive method to request, make, and receive all payments for work directly or indirectly with any Client identified or matched through the Services (the "ATEAMS Relationship"). For the avoidance of doubt, if You did not identify, and were not identified by, another party through the Services, i.e., if You and Client worked together before being introduced or matched through the Services, then the Non-Circumvention Period does not apply with respect to You and such Client. If You use the Services as an employee, agent, or representative of another business, then the Non-Circumvention Period applies to You and other employees, agents, or representatives of the business when acting in that capacity with respect to the other User.

15.2 Restrictions. Unless You pay the Network Fee, You agree not to circumvent the payment process managed by ATeams in connection with the Services. Without limiting the generality of the foregoing, You agree not to: (a) solicit or submit proposals to parties identified through the Services to contract, hire, work with, or pay outside the Services; (b) accept proposals or solicit parties identified through the Services to contract, invoice, or receive payment outside the Services; (c) invoice or

report on the Services, or in a Network Fee request, a payment amount lower than that actually agreed between Users (including with respect to allocations between Project Fees and Expenses); or (d) refer a User identified on the Services to a third-party who is not a User of the Services for any purpose, including making or receiving payments in a manner that ATeams does not receive the Service Fee. You shall notify ATeams immediately upon becoming aware of a breach or potential breach of this non-circumvention provision.

15.3 Connection Fee. The non-circumvention obligation in this Section 15 will not apply to You with respect to an ATeams Relationship only if the applicable Client or You pays ATeams a fee for such relationship (the "Network Fee"), including if You want to commence or continue working with any other Client who is an ATeams Relationship after termination or expiration of this Agreement. The Network Fee is computed as follows: the greater of (a) twenty thousand dollars (\$20,000); or (b) the amount that is equal to 3 times (3x) the anticipated monthly compensation paid to You, plus (c) ten percent (10%) of any one-time signing bonus or similar additional compensation.

## 16. Payment

16.1 Fees. When You enter a Tech Maker Contract, You agree to use the Services to invoice any Project Fees You are owed under the Tech Maker Contract. All Project Fees and other payments for Projects must be made through the Services.

16.2 Project Fees. Subject to the terms and conditions of this Agreement, ATeams will remit to You the Project Fees, minus the Service Fee, within thirty (30) days of actually receiving payment from Your Clients. Clients are responsible for making all payments in the amounts and on the schedule agreed to with You in Your Tech Maker Contracts and as set forth herein. ATeams shall not be responsible for payment of any amounts not actually received by ATeams, or for any chargebacks, deductions, errors, or other payment disputes or issues, provided that ATeams reserves the right to offset or deduct amounts owed to ATeams, or for chargebacks, deductions, errors, or other payment issues, from amounts received by ATeams hereunder.

16.3 Expenses. ATeams shall not be responsible for any expenses incurred by You in connection with any Projects. If a Client agrees to reimburse You for expenses incurred in connection with a Project ("Expenses"), such reimbursement will be

handled directly between Client and You in accordance with the terms set forth in the applicable Tech Maker Contract; provided that Expenses shall only include amounts actually paid by You to third parties for products and services required for Your provision of the Tech Maker Services. All other amounts paid to You shall be considered Project Fees and must be paid through the Services. ATeams reserves the right to require You and/or Client to provide receipts and other documentation for any Expenses.

16.4 No Refunds; Non-Payment. All Fees and other amounts paid hereunder are nonrefundable. Furthermore, ATeams reserves the right to seek reimbursement from You, and You will reimburse ATeams, if ATeams (a) suspect fraud or criminal activity associated with Your payment, withdrawal, or Project; (b) discover erroneous or duplicate transactions; or (c) receive any chargebacks from a payment method.

## **17. Taxes**

17.1 Taxes. The amounts paid under this Agreement do not include any taxes or withholdings ("Taxes") that may be due in connection with any Services provided under this Agreement. If ATeams determines it has a legal obligation to collect Tax from You in connection with this Agreement, ATeams shall collect such Tax in addition to the amounts required under this Agreement. If any Services, or payments for any Services, under the Agreement are subject to Tax in any jurisdiction and You have not remitted the applicable Tax to ATeams, You will be responsible for the payment of such Tax and any related penalties or interest to the relevant tax authority and will indemnify ATeams Parties for any liability or expense incurred. Upon ATeams's request, You will provide official receipts issued by the appropriate taxing authority, or such other evidence or documents reasonably requested.

17.2 Tech Maker Taxes. You acknowledge and agree that You are solely responsible (a) for all tax liability associated with payments received from Your Clients and through ATeams, and that ATeams will not withhold any taxes from payments to You; (b) to obtain any liability, health, workers' compensation, disability, unemployment, or other insurance needed, desired, or required by law, and that You are not covered by or eligible for any insurance from ATeams; (c) for determining whether You are required by applicable law to issue any particular invoices for the Project Fees and for issuing any invoices so required; (d) for filing all tax returns and submitting all payments as required by any federal, state, local, or foreign tax authority arising from

the payment of Project Fees to You, and You agree to do so in a timely manner; and (e) if outside of the United States, for determining if ATeams is required by applicable law to withhold any amount of the Project Fees and for notifying ATeams of any such requirement and indemnifying ATeams for any requirement to pay any withholding amount to the appropriate authorities (including penalties and interest). If applicable, ATeams will report the Project Fees paid to You by filing Form 1099-MISC with the Internal Revenue Service as required by law. In the event of an audit of ATeams, You agree to promptly cooperate with ATeams and provide copies of Your tax returns and other documents as may be reasonably requested for purposes of such audit, including but not limited to records showing You are engaging in an independent business as represented to ATeams. You further acknowledge, agree, and understand that: (i) You are not an employee of ATeams and are not eligible for any of the rights or benefits of employment (including unemployment and/or workers compensation insurance).

## **18. Records**

You will create and maintain records to document satisfaction of obligations under this Agreement and provide copies of such records to ATeams upon request.

## **19. Indemnification**

You agree to defend, indemnify and hold ATeams, its parents, subsidiaries, affiliates, officers, employees, agents, partners, suppliers, and licensors (each, a "ATEams Party" and collectively, the "ATEams Parties") harmless from any losses, costs, liabilities and expenses (including reasonable attorneys' fees) relating to or arising out of any and all of the following: (a) User Content; (b) Your use of the Services; (c) any Tech Maker Contract entered into by You; (d) payment or nonpayment of amounts incurred in connection with the Services; (e) Your violation of the Agreement or of any rights of another party, including any other Users; or (e) Your violation of any applicable laws, rules or regulations. ATeams reserves the right, at its own cost, to assume the exclusive defense and control of any matter otherwise subject to indemnification by You, in which event You will fully cooperate with ATeams in

asserting any available defenses. For purposes of this Section 19, You includes any of Your agents or any person who has apparent authority to access or use Your Account.

## **20. Disclaimer of Warranties**

20.1 As Is. YOUR USE OF THE SERVICES AND PARTICIPATION IN ANY TRANSACTIONS OR ARRANGEMENTS MADE IN CONNECTION THEREWITH ARE AT YOUR SOLE RISK. THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITH ALL FAULTS. ATEAMS PARTIES EXPRESSLY DISCLAIM ALL WARRANTIES, REPRESENTATIONS, AND CONDITIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. THE ATEAMS PARTIES MAKE NO WARRANTY, REPRESENTATION OR CONDITION THAT THE SERVICES OR ANY SERVICES OBTAINED OR TRANSACTIONS MADE IN CONNECTION THEREWITH WILL MEET YOUR REQUIREMENTS.

20.1.1 Third Parties or Other Users. YOU ACKNOWLEDGE AND AGREE THAT ATEAMS PARTIES ARE NOT LIABLE, AND YOU AGREE NOT TO SEEK TO HOLD ATEAMS PARTIES LIABLE, FOR THE CONDUCT OF THIRD PARTIES, AND THAT THE RISK OF INJURY FROM SUCH THIRD PARTIES RESTS ENTIRELY WITH YOU. YOU ARE SOLELY RESPONSIBLE FOR ALL OF YOUR COMMUNICATIONS AND INTERACTIONS WITH OTHER USERS OF THE SERVICES.

## **21. Limitation of Liability**

TO THE FULLEST EXTENT PROVIDED BY LAW, IN NO EVENT SHALL ATEAMS PARTIES BE LIABLE FOR (a) ANY INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES, OR DAMAGES OR COSTS DUE TO LOSS OF PRODUCTION OR USE, BUSINESS INTERRUPTION, OR PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, IN EACH CASE WHETHER OR NOT ATEAMS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, ARISING OUT OF OR IN

CONNECTION WITH THESE TERMS OF SERVICE OR ANY COMMUNICATIONS, INTERACTIONS OR MEETINGS WITH OTHER USERS, ON ANY THEORY OF LIABILITY OR (b) ANY AMOUNTS THAT ARE GREATER THAN THE TOTAL AMOUNT PAID TO ATeams by YOU during the TWelve-month period prior to the act, omission or occurrence giving rise to such liability. THE LIMITATIONS OF DAMAGES SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN ATEAMS AND YOU.

## **22. Release**

ATeams expressly disclaims any liability that may arise between Users. Because ATeams is not a party to the actual contracts between Clients and You, in the event that You have a dispute with one or more Users, You release ATeams, its parents, subsidiaries, affiliates, officers, employees, investors, agents, partners and licensors, but excluding any Users (collectively, the "ATeams Parties") from any and all claims, demands, or damages (actual or consequential) of every kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way connected with such disputes. You hereby waive California Civil Code Section 1542, or any similar law of any other jurisdiction which states in substance, "A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party."

## **23. Term and Termination**

23.1 Term. The Agreement commences on the Effective Date and remain in full force and effect until terminated by either party in accordance with this Agreement.

23.2 Termination for Breach. Either party may terminate this Agreement upon written notice to the other party if the other party breaches this Agreement and does not cure such breach within fifteen (15) days of receiving notice thereof. Furthermore, without limiting ATeams's other rights or remedies, ATeams may, but is not obligated to,



temporarily or indefinitely revoke access to the Services, Your registration, or permanently revoke Your access to the Services if ATeams suspects or becomes aware that You have provided false or misleading information to us or if ATeams believes, in ATeams's sole discretion, that Your actions may cause legal liability for ATeams, Users, or ATeams or any ATeams Parties; may be contrary to the interests of the Services or User community; or may involve illicit or illegal activity. If Your Account is temporarily or permanently closed, You may not use the Services under the same Account or a different Account or reregister under a new Account without ATeams's prior written consent.

**23.3 Termination for Convenience.** ATeams may terminate this Agreement for its convenience at any time for any reason or no reason at all by providing You with at least thirty (30) days prior written notice.

**23.4 Effect of Termination.** Termination of this Agreement does not terminate or otherwise impact any Tech Maker Contract or Project entered into between You and Clients. If this Agreement is terminated while one or more open Projects and/or Tech Maker Contracts are in effect, You agree (a) You will continue to be bound by this Agreement until all such Projects and Tech Maker Contracts are closed or end (in accordance with their terms); (b) ATeams will continue to perform the Services necessary to complete any open Project or related transaction between You and Your Client(s); and (c) You will continue to be obligated to pay any amounts accrued but unpaid as of the date of termination or as of the closure of any open Tech Maker Contracts, whichever is later, to ATeams for any amounts owed under the Agreement. Any provisions that by their nature would be expected to survive any termination or expiration of this Agreement will survive such termination or expiration.

**23.5 Notification.** If ATeams decides to temporarily or permanently close Your Account, ATeams has the right where allowed by law but not the obligation to: (a) notify other Users that have entered into Tech Maker Contracts with You to inform them of Your closed account status, and (b) provide those Users with a summary of the reasons for Your account closure. You agree that ATeams will have no liability arising from or relating to any notice that it may provide to any User regarding closed account status or the reason(s) for the closure.

## **24. Dispute Resolution**

All claims and disputes arising out of or relating to the Agreement will be litigated exclusively in the state or federal courts located in New York, NY. This Agreement and any action related thereto will be governed and interpreted by and under the laws of the State of New York, New York, consistent with the Federal Arbitration Act, without giving effect to any principles that provide for the application of the law of another jurisdiction. The United Nations Convention on Contracts for the International Sale of Goods does not apply to the Agreement.

## **25. Construction**

Section headings are included in this Agreement merely for convenience of reference; they are not to be considered part of this Agreement or used in the interpretation of this Agreement. When used in this Agreement, "including" means "including without limitation." No rule of strict construction will be applied in the interpretation or construction of this Agreement.

## **26. General Provisions**

The Agreement, and Your rights and obligations hereunder, may not be assigned, subcontracted, delegated or otherwise transferred by You without ATeams's prior written consent, and any attempted assignment, subcontract, delegation, or transfer in violation of the foregoing will be null and void. ATeams shall not be liable for any delay or failure to perform resulting from causes outside its reasonable control, including, but not limited to, acts of God, war, natural disasters, disease, terrorism, riots, embargos, acts of civil or military authorities, fire, floods, accidents, strikes or shortages of transportation facilities, fuel, energy, labor or materials. You may give notice to ATeams at the following address: 12 W 10th Street, New York NY 10011. Such notice shall be deemed given when received by ATeams by letter delivered by nationally recognized overnight delivery service or first class postage prepaid mail at the above address. Any waiver or failure to enforce any provision of the Agreement on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion. If any portion of this Agreement is held invalid or unenforceable, that portion shall be construed in a manner to reflect, as nearly as

possible, the original intention of the parties, and the remaining portions shall remain in full force and effect. The Agreement is the final, complete and exclusive agreement of the parties with respect to the subject matter hereof and supersedes and merges all prior discussions between the parties with respect to such subject matter.