

ER APPS CORP. – Terms and Conditions

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY. IT CONTAINS IMPORTANT INFORMATION REGARDING YOUR RIGHTS AND OBLIGATIONS AND CONTAINS A DISPUTE RESOLUTION CLAUSE. BY UTILIZING FIXIT APP, YOU AGREE TO BE BOUND BY THESE TERMS AND CONDITIONS.

ER APPS CORP ("ER Apps") offers a unique home repair, maintenance and renovation exchange platform through its downloadable mobile application FixitApp ("FixitApp") which allows users of FixitApp ("FixitApp User", "You" or "Your") the ability to sell or purchase home repair, maintenance and renovation services provided by independent contractors (collectively "FixitApp Services"). As a moderator, ER Apps does not own or sell the services listed on FixitApp so the actual contract for sale is directly between the sellers and buyers. While we may help facilitate the resolution of disputes through various programs, ER Apps has no control over and does not guarantee the existence, quality, safety or legality of services listed; the truth or accuracy of users' content; the ability of sellers to sell services listed; the ability of buyers to pay for services; or that a buyer or seller will actually complete a transaction. ER Apps periodically updates features and adds new ones depending on market conditions and other factors. These Terms and Conditions relate to the use of FixitApp and the FixitApp Services. By accessing FixitApp and/or utilizing the FixitApp Services, You agree to be bound by these Terms and Conditions. In the event that ER Apps updates these Terms and Conditions, your use of FixitApp/FixitApp Services following the update shall be deemed as your acceptance of, and You will be bound by, the updated Terms and Conditions. The latest version of these Terms and Conditions will be posted online at _____ .com.

1. Content. You understand that all listings, messages, texts, files, images, photos, video, audio or other materials ("Content") posted on, transmitted through, or linked from FixitApp are the sole responsibility of the person or organization from whom such Content originated. You also understand that ER Apps does not control and is not responsible for Content made available through FixitApp, and that by using FixitApp, You may be exposed to content that is offensive, indecent, inaccurate, misleading or otherwise objectionable. Furthermore, FixitApp and Content made available through FixitApp may contain links to other web sites that are completely independent of ER Apps. ER Apps makes no representation or warranty as to the accuracy, completeness or authenticity of the information contained on such web sites. Under no circumstances will ER Apps be liable in any way for any Content or for any loss or damage of any kind incurred as a result of the use of any Content posted, emailed, linked or otherwise made available via FixitApp. You understand and agree that any uploading or posting will be at own sole risk and ER Apps shall not be responsible to you in any way. Further, ER Apps does not provide any warranty as to your use of third-party content or software that you obtain from FixitApp. You are also fully responsible for any Content you post on FixitApp and to the consequences of any such Content. Although ER Apps does not claim ownership of Content that its users post, by posting Content to FixitApp, you automatically grant, and you represent and warrant that you have the right to grant, to ER Apps an irrevocable, perpetual, non-exclusive,

fully-paid, worldwide license to use, copy, perform, display and distribute said Content and to prepare derivative works of, or incorporate into other works, said Content, and to grant and authorize sublicenses through multiple tiers of the foregoing. You also understand and agree that ER Apps, in its sole discretion, may delete any Content for a good reason, bad reason or no reason at all.

2. Intellectual Property and Software. Title to the intellectual property rights owned or otherwise utilized by ER Apps and/or ER Apps's affiliated entities, including, but not limited to its patents, patent applications, processes, registered and common law trademarks, service marks, trade names, trade dress, symbols, slogans, emblems, logos, insignias, copyrights, trade secrets and combinations of the foregoing will always remain the property of ER Apps. All of the information contained in FixitApp is the property of ER Apps and is protected from unauthorized copying and dissemination by a United States copyright law, trademark law, international conventions and other intellectual property laws. The FixitApp Services and these Terms and Conditions relate only to access FixitApp and You are not granted a license to any software under these Terms and Conditions.

3. ER Apps User Representations. By utilizing the FixitApp Services, You hereby represent, acknowledge and agree that:

(i) The FixitApp Services are to be used only for providing You the ability to offer the services listed within these Terms and Conditions and may not be used for any other purpose;

(ii) The FixitApp Services will not be linked, compiled or otherwise combined with any other programs;

(iii) While utilizing the FixitApp Services, You or Your organization will be listed as the sender and You will not impersonate any other person or organization;

(iv) You will not modify, rent, release, lend, sublicense or otherwise redistribute the FixitApp Services, in whole or in part, to any other person or entity;

(v) You will not create or permit others to create, by reverse engineering or otherwise, services similar to those offered by ER Apps or any part thereof;

(vi) The FixitApp Services will be used in compliance with the CAN-SPAM Act of 2003, will only be used for lawful purposes and You will not violate any law, statute, ordinance or regulation (including without limitation the laws and regulations governing export control, unfair competition, antidiscrimination or false advertising) in connection with the FixitApp Services;

(vii) While utilizing the FixitApp Services, you will not send any content or any other text, pictures, sound, graphics, video and other data or any other materials that are listed in the Prohibited Content section of these Terms and Conditions;

(viii) You will not interfere with or disrupt FixitApp, ER Apps's servers or ER Apps's networks connected to FixitApp or any other mobile application or website connected with your use of the FixitApp Services; and

(ix) You have read, understand and will comply with ER Apps's Privacy Policy in connection with the FixitApp Services.

4. Prohibited Content. The FixitApp Services may not be used in connection with any person and/or organization that:

(i) Promotes any products/services in connection with illegal goods; illegal drugs; illegal drug contraband; drug paraphernalia; pornography or illicitly sexual services; escort services; dating services; pirated computer programs; illegal firearms; instructions on how to assemble or otherwise make bombs, grenades or other weapons; gambling; and/or promoting violence of any kind;

(ii) Utilizes any material that exploits children, or otherwise exploits children under 18 years of age;

(iii) Utilizes any material that infringes on the intellectual property rights of any third party or any rights of publicity or privacy;

(iv) Utilizes any material that is defamatory, trade libelous, unlawfully threatening or unlawfully harassing, grossly offensive, including blatant expressions of bigotry, prejudice, racism, hatred or excessive profanity or post any obscene, lewd, lascivious, filthy, excessively violent, harassing or otherwise objectionable content; and

(v) Utilizes any material that contains any viruses, Trojan horses, worms, trap doors, back doors, Easter eggs, time bombs, cancelbots or other computer programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or personal information.

6. ER Apps's Anti-Spam Policy. While utilizing FixitApp, You agree to refrain from:

(i) sending any transmissions to any person or entity without receiving the prior consent of the person or entity;

(ii) sending any unsolicited transmissions; and

(iii) sending any transmissions to any person or entity who expresses their/its desire to discontinue receiving any communications.

Any unauthorized use of ER Apps's computer systems is a violation of these Terms and certain federal and state laws, including without limitation, the Computer Fraud and Abuse Act (18

U.S.C. § 1030 et seq.), and, as such, may subject the sender and his or her agents to civil and criminal penalties.

7. Usernames and Passwords. You will be responsible for any and all transactions that take place by a user who gains access to FixitApp and/or Your FixitApp Services account utilizing Your user name and password. ER Apps will accept the instructions of any individual who claims to be authorized to direct changes to Your account if that individual presents Your username and password or provides other accurate account information acceptable to ER Apps, in its sole discretion. ER Apps will not be responsible for the actions of any individuals who wrongfully gain access to your customer information utilizing your username and password or who otherwise wrongfully gain access to your account. In the event You become aware of any unauthorized use of Your account, You agree to notify ER Apps immediately.

8. ER Apps as Moderator. You acknowledge and agree that ER Apps is merely providing a platform for parties to sell goods/services and purchase goods/services through and acts as a moderator only. ER Apps shall not be liable for your interactions with any organizations and/or individuals found on FixitApp, including, but is not limited to, payment and delivery of goods and services, and any other terms, conditions, warranties or representations associated with such dealings. These dealings are solely between You and such organizations and/or individuals. You agree that ER Apps is not responsible for any damage or loss incurred as a result of any such dealings. ER Apps makes no warranty or representation that organizations and individuals utilizing FixitApp are qualified, certified, insured or will perform any work, payments, performance or obligations under any agreement, contract or law. ER Apps is under no obligation to become involved in disputes between participants on FixitApp, or between participants on FixitApp and any third party. In the event of a dispute, you release ER Apps, its officers, employees, agents and successors in rights from claims, damages and demands of every kind, known or unknown, suspected or unsuspected, disclosed or undisclosed, arising out of or in any way related to such disputes and our service.

9. Termination by ER Apps/Reservation of Rights. ER Apps does not pre-screen any individuals nor organizations or the Content provided by said individuals/organizations. However, ER Apps reserves the right - but undertakes no duty - to do so and decide whether any person, organization or information utilized in connection with Your use of FixitApp is appropriate and/or complies with these Terms and Conditions, violates any law(s), violates any agreements between ER Apps and any third party and/or is otherwise inappropriate in ER Apps's sole discretion. ER Apps may refuse to send any communication, remove any post (whether posted to a mobile application or website hosted by ER Apps or otherwise) and/or terminate access to FixitApp for posting or publishing any material in violation of these Terms and Conditions, violation of any law(s), violates any agreements between ER Apps and any third party and/or is otherwise inappropriate for transmission in ER Apps's sole discretion, at any time and without prior notice. The determination of any violation shall be made by ER Apps in its sole and absolute discretion. If ER Apps terminates Your access to FixitApp, ER Apps may, in its sole and absolute discretion, remove and destroy any data and files stored by You on ER Apps's servers. ER Apps expressly reserves the right to deny, cancel, terminate, suspend, lock,

or modify access to (or control of) FixitApp and the FixitApp Services, without notice, when ER Apps deems it necessary, in its sole and absolute discretion.

10. Indemnification. You hereby agree to indemnify ER Apps, and its members, shareholders, officers, directors, employees, business partners, third-party suppliers and providers, licensors, distributors and agents and hold them harmless from and against any and all liabilities, claims, losses, damages, costs and expenses - including reasonable attorneys' fees - incurred by ER Apps as a result of any claim made by a third party in connection with the FixitApp Services. You shall defend at Your sole expense any such action and shall pay any costs, damages, settlement awards and attorneys' fees finally awarded against ER Apps in such action which are directly attributable to such claim. By utilizing the FixitApp Services, You hereby grant to ER Apps a non-exclusive royalty-free, worldwide license to reproduce, distribute, store, transmit, publicly perform, publicly display, digitally perform, reproduce, and otherwise use the content You provide to ER Apps in connection with the FixitApp Services.

11. No Warranty. ER Apps does not warrant that the operation of FixitApp or the FixitApp Services will be uninterrupted or error-free, or that FixitApp or FixitApp Services will be immune from fraudulent intrusion and/or unauthorized use or disclosure. ER Apps does not make any claims or warranties as to the results that may be obtained from utilizing the FixitApp Services. You assume all responsibility for assuring the proper and lawful use of FixitApp and FixitApp Services and all liability for any improper or unlawful use of the FixitApp Services and any ER Apps Website. You assume all liability, which may arise in connection with any person or entity's use of the FixitApp Services and any ER Apps Website. EXCEPT AS OTHERWISE PROVIDED IN THIS AGREEMENT, ER APPS OFFERS THE FIXITAPP SERVICES AND FIXITAPP "AS IS" WITH NO WARRANTIES OF ANY KIND. ER APPS SPECIFICALLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THE LIMITATIONS SET FORTH HEREIN ARE INTENDED TO LIMIT THE LIABILITY OF ER APPS AND WILL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

12. Limitations of Liability. TO THE FULL EXTENT PERMISSIBLE BY APPLICABLE LAW, NOTWITHSTANDING ANY PROVISION IN THIS AGREEMENT: (i) NEITHER ER APPS, ITS MEMBERS, SHAREHOLDERS, OFFICERS, DIRECTORS, EMPLOYEES, BUSINESS PARTNERS, SUPPLIERS, PROVIDERS, LICENSORS, DISTRIBUTORS AND/OR AGENTS WILL, UNDER ANY CIRCUMSTANCES, BE LIABLE FOR ANY OF THE FOLLOWING: SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE, AND/OR CONSEQUENTIAL DAMAGES OF ANY KIND; LOST PROFITS OR DAMAGES RELATED TO THE PROCUREMENT OF SUBSTITUTE GOODS/SERVICES, FOR LOSS OF DATA OR RELEASE OF ANY DATA TO THIRD PARTIES; OR ANY OTHER DAMAGE TO INTANGIBLE PERSONAL PROPERTY, WHETHER ARISING IN TORT (INCLUDING NEGLIGENCE), CONTRACT OR ANY OTHER LEGAL THEORY, EVEN IF ER APPS, ITS SUPPLIERS OR AFFILIATES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; AND (ii) ER APPS'S TOTAL LIABILITY TO YOU

ARISING OUT OF OR RELATING TO THIS AGREEMENT WILL BE LIMITED TO AND SHALL NOT EXCEED THE AMOUNTS RECEIVED FROM YOU UNDER THIS AGREEMENT. THIS LIMITATION WILL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

13. Remedies/Disclosure of Information. Notwithstanding anything in these Terms and Conditions to the contrary, all provisions of these Terms and Conditions will be specifically enforceable, and ER Apps will be entitled to, in addition to other available remedies, an injunction or other equitable relief for breach of any provision of these Terms and Conditions. In addition, You acknowledge and agree that ER Apps has the right to seek damages, including, without limitation, direct, indirect, special, incidental, cover, reliance and/or consequential damages, when the FixitApp Services are utilized in violation of these Terms and Conditions. In the event that ER Apps is required to respond to a third party or law enforcement subpoena that is related to Your use of the FixitApp Services, ER Apps may require You to reimburse ER Apps for its reasonable expenses associated with complying with such subpoena. Any provision of these Terms and Conditions that, by its nature should survive termination, will survive termination, including, without limitation, those concerning intellectual property, ownership, warranty, disclaimers and limitations of liability. ER Apps may disclose any and all information it receives from You in the event (i) it is required by law; (ii) to protect and defend the rights of ER Apps and/or any person or entity affiliated with ER Apps; or (iii) incident to a corporate sale, merger, reorganization, dissolution, bankruptcy or similar event.

14. Miscellaneous. You and ER Apps shall for all purposes be independent contractors. Under no circumstances shall either party be deemed, as a result of this Agreement, an employee, agent or representative of the other party, and neither party shall have authority to incur any obligations or make any representations, warranties or guaranties on behalf of the other. ER Apps may assign its rights to any payments under these Terms and Conditions to one or more other persons/entities without Your prior written consent. In the event that one or more of the provisions contained in these Terms and Conditions shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions contained in these Terms and Conditions, and such other provisions shall be given effect in accordance with the manifest intent hereof. These Terms and Conditions set forth the entire agreement and understanding between the parties as to the subject matter hereof and supersedes and merges all prior oral and written agreements, discussions and understandings between You and ER Apps. All notices to be given to ER Apps in connection with this Agreement shall be in writing and shall be sufficient if sent by certified or registered mail, return receipt requested with postage prepaid, addressed to ER APPS CORP., _____, with a copy to: Law Offices of Noah Goldstein, P.C., 71 South Central Avenue, Valley Stream, New York 11580, or at such other address hereafter made known to the other party. All notices to ER Apps User may be effectuated by e-mail message at any e-mail address previously provided to ER Apps by ER Apps User. ER Apps User shall, at all times, maintain a valid e-mail address to receive system notifications, for billing purposes and other system alerts from ER Apps. Any notice given as provided in this Agreement shall be deemed to have been given on the date of receipt by the party for which it is intended. Section headings are for purposes of convenience only and are not

intended to affect the meaning or interpretation of these Terms and Conditions. These Terms and Conditions are made pursuant to, and shall be construed and enforced in accordance with, the laws of the State of New York and United States federal law, to the extent applicable, irrespective of the principal place of business, residence or domicile of the parties hereto, and without giving effect to otherwise applicable principles of conflicts of law. Any suit brought to enforce obligations hereunder shall only be brought in the courts, whether State or Federal, sitting in the Counties of New York, Queens, Brooklyn and Nassau, State of New York.

By clicking the "I ACCEPT" button, You agree and represent that (i) You have read and understand all of the provisions in these Terms and Conditions; (ii) that You are at least 18 years of age; and (iii) all of the information that You have provided to ER Apps is true and accurate. In addition, by clicking the "I ACCEPT" button, You authorize ER APPS CORP. to charge the amount due to ER APPS CORP. on the credit card provided by You. If You have any questions, or if You require any additional information concerning these Terms and Conditions or FixitApp, please contact ER Apps by email at info@fixitapp.nyc].