

FIND MY SME TERMS OF USE

Terms of Use

This Terms of Use Agreement (these “Terms”), governs your access to use and participate in the platform made available by Elliot Westbrook, L.L.C. d/b/a Find My SME (“Find My SME”) (referred to herein as the “Platform”). Please read the terms thoroughly and carefully. By using this Platform, you agree to these terms. If you do not agree to these terms, then you may not have access or use this platform.

All references to “you” or “your,” as applicable, mean the person who accesses, uses, or participates in the platform in any manner, and each of your heirs, assigns, and successors. If you use this platform on behalf of an entity, you represent and warrant that you have the authority to bind that entity, your acceptance of the Terms will be deemed an acceptance by that entity, and you “you” and “your” herein shall refer to that entity, its directors, officers, and employees, and agents. In addition, “Customer” refers to any person or entity seeking SME services. SME refers to third-party subject matter experts who provide services under a separate agreement to you.

MODIFICATIONS

Find My SME reserves the right, in its sole discretion, to modify these Terms, and any other documents incorporated by reference herein, at any time without prior notice. Find My SME will notify you of changes by posting on the Find My SME Terms of Use website and sending you a message to the most current contact information provided by you.

ELIGIBILITY, SME MEMBERSHIP, AND USE OF THE PLATFORM

Access to and use of the Platform is available only to individuals who are at least 18 years old and can form legally binding contracts under applicable law. By accessing or using the Platform, you represent and warrant that you are eligible.

By registering or using the Platform to offer, post, or provide SME services, SMEs represent and warrant that they, and the employees’ agents, contractors, and subcontractors who may perform work for them, are properly and fully qualified and experienced, and licenses, certified, bonded and insured as required by applicable laws or regulations to which they may be subject in the jurisdiction(s) in which they offer their services and in relation to the specific job they are performing. SMEs agree to comply to all applicable laws in their use of the Platform and any personal information obtained from the Platform.

Find My SME is not in the business of providing services that are provided by the SMEs. SMEs understand and agree that by creating and maintaining an account on the Platform, they receive only the ability to use the Find My SME Platform to access persons interested in receiving SME services and related tools, including but not limited to the ability to message those persons or schedule appointments, that facilitate the provision of the SME services. For example, Customer may use the Platform to intentionally interact with SMEs regarding their services. SMEs understand and agree that using the Platform does not guarantee that anyone will engage them for services.

SMEs understand and agree that they are subscribers of the Platform, and are not Find My SME employees, joint ventures, partners, or agents. SMEs acknowledge that they set or confirm their own

prices, provide their own equipment or material, and determine their own work schedule, and own the contract for services with Customer requesting the service. Find My SME does not control, and has no right to control, the services a SME provides if the SME is engaged with a Customer or any other person.

Find My SME is intended to be a connection between Customers seeking a service and SMEs who provide the service. It is the responsibility of the SME and Customer to perform due diligence before entering into a formal contract for services. Due diligence includes any of the items applicable by laws, which may include the following: history of criminal conviction or sex offender registration, reference checks, and background checks. Find My SME is not liable for any contracts for service between the Customer and SME. Find My SME is not liable for any payments or monetary obligations between Customer, and SME.

LIMITATIONS OF LIABILITY

FIND MY SME WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, COMPENSATORY, CONSEQUENTIAL OR EXEMPLARY DAMAGES, EVEN IF FIND MY SME HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES (COLLECTIVELY, "DAMAGES"), RESULTING FROM: 1) THE USE OR INABILITY TO USE THE PLATFORM; 2) THE COST OF ANY GOODS OR SERVICES PURCHASED OR OBTAINED AS A RESULT OF THE USE OF THE PLATFORM; 3) DISCLOSURE OF, UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR INFORMATION OR CONTENT (INCLUDING USER GENERATED CONTENT); 4) CONTENT YOU SUBMIT, RECEIVE, ACCESS, TRANSMIT OR OTHERWISE CONVEY THROUGH THE SERVICE; 5) STATEMENTS OR CONDUCT OF ANY CUSTOMER, SME, OTHER SERVICE PROVIDERS OR OTHER THIRD PARTY THROUGH THE PLATFORM; 6) ANY OTHER MATTER RELATING TO THE PLATFORM; 7) ANY BREACH OF TERMS BY FIND MY SME OR THE FAILURE OF FIND MY SME TO PROVIDE THE SERVICE UNDER THESE TERMS OR 8) ANY OTHER DEALINGS OR INTERACTIONS YOU HAVE WITH ANY SME OR OTHER SERVICE PROVIDERS (OR ANY OF THEIR REPRESENTATIVES OR AGENTS). THESE LIMITATIONS SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW.

TO THE EXTENT FIND MY SME IS FOUND LIABLE FOR ANYTHING RELATED TO THESE TERMS OR THE USE OF THE PLATFORM, FIND MY SME'S LIABILITY FOR DAMAGES WILL NOT EXCEED THE EQUIVALENT OF THE COST OF A ONE-YEAR MEMBERSHIP FEE.

Indemnity

You shall defend, indemnify and hold Find My SME harmless against all costs and expenses, including reasonable attorney's fees, associated with the defense or settlement of any claim that: 1) Find My SME's use, access or modifications of any software that you have required as part of the Platform infringes any patent, copyright, trademark, trade secret or other intellectual property right; 2) your use of the Platform in violation of any provisions of, or your representations in, the Platform under which Find My SME provides such Platform to you violates any law or infringes any patent, copyright, trademark, trade secret or other intellectual property right; 3) the inaccurate or untruthful Content or other information provided by you to Find My SME or that you submit, transmit or otherwise make available through the Platform; or 4) any intentional or willful violation of any rights of another or harm you may have caused to another. Find My SME will have sole control of the defense of any such damage or claim. Additionally, you will pay any judgments or settlements based on any such claims described in this section. This section will survive the termination of these Terms.

DISCLAIMER OF WARRANTIES

EXCEPT AS EXPRESSLY SET FORTH IN THESE TERMS, FIND MY SME DISCLAIMS ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE PLATFORM, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR IMPLIED WARRANTIES ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE. FIND MY SME DISCLAIMS ANY REPRESENTATION OR WARRANTY FOR ANY NON-INFRINGEMENT, OR PROTECTING YOUR DATA FROM LOSS RESULTING FROM A DATA BREACH OR IN THE COURSE OF PERFORMING SERVICES.

Governing Law

These Terms shall be governed by and construed in accordance with the laws of the State of North Carolina, without giving effect to any choice or conflict of law provision otherwise.

SME MEMBERSHIP

A. FIND MY SME MEMBERSHIP AGREEMENT IN ADDITION TO TERMS

Find My SME displays reviews and ratings on a variety of service contractors (collectively, “SMEs”) to allow users the opportunity to read about the experiences other users have had with these SMEs and to provide your own reviews and ratings on the SMEs you use. Find My SME also operates certain products whereby Find My SME facilitates the offer, sale, and/or marketing of certain promotions, discounts, coupons, vouchers, e-commerce offers, or deals (collectively, “Promotions”).

In order to use the Platform, you must read and accept all of the terms and conditions in, and linked to, this Membership Agreement (this “Agreement”). This Agreement may be modified by Find My SME from time to time at Find My SME’s sole discretion, and you will receive notice if modifications to the Agreement are made. We strongly recommend that, as you read this Agreement, you also access and read the linked information, if any. By accepting this Agreement, you also agree that your use of some Find My SME Platform, or other websites we operate may be governed by separate terms and conditions, agreements and privacy policies.

BY ACCEPTING THE TERMS OF THIS AGREEMENT, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD, AND AGREE TO BE BOUND BY ALL OF THE TERMS, CONDITIONS AND NOTICES CONTAINED IN THIS AGREEMENT JUST AS IF YOU HAD SIGNED THIS AGREEMENT.

SERVICE FEES AND BILLING METHODS; AUTOMATIC RENEWAL

B. MEMBERSHIP FEE FOR SMEs

Find My SME will charge you a membership fee in order to use the Platform to offer its services (the “Subscription”). Your membership fee is the amount you were charged for one term of your monthly Subscription or yearly Subscription, not including any promotions or discounts that may have been applied (the “Membership Fee”). For this or other reasons, the Membership Fee might be different than the amount paid by another new or existing member who purchased the same services in the same market. You may check your account online or call an Find My SME call center representative if you have any questions.

You acknowledge that Find My SME reserves the right, at any time, to modify its Membership Fees and billing methods. Membership Fees may be paid in advance by credit card, debit card, or PayPal.

C. AUTOMATIC RENEWAL

If you have paid membership Subscription (i.e., monthly or yearly), Find My SME will automatically renew your Subscription Membership Fee for the Subscription (as such Membership Fee may be modified as provided above) using the credit card, debit card or other payment information on file with Find My SME. Such renewal payment will take place on or about your Renewal Date. Your Subscription will continue, and your payment method will be charged, the Membership Fee until you cancel the Subscription, which you may do at any time (see Canceling your Subscription, below).

If the payment processing for the renewal of your Subscription fails for any reason, we will attempt to process your renewal for a period up to sixty (60) days in accordance with Find My SME's standard renewal practices then in effect (which may be modified from time to time by Find My SME). Except as otherwise required by applicable law, you agree that Find My SME will not provide you with any notices prior to each annual renewal payment.

D. NO REFUND AND NO RETURN POLICY

Refunds will not be provided for any subscription, monthly or yearly. Find My SME does not provide credit, refunds, or prorated billing for subscriptions, monthly or yearly. In such circumstances you will have access to your subscription until the end of the monthly or yearly billing cycle depending on which subscription choice you selected.

Please see "Canceling Your Subscription"

E. CANCELING YOUR SUBSCRIPTION

You may cancel your Subscription at any time by contacting Find My SME by emailing contact@findmysme.com . If you wish to avoid renewal, your cancellation request must be received by no later than 5:00 p.m. Eastern Time on the business day prior to your Renewal Date.

Authorization to Update Credit Card Account Information

If the credit card or debit card provided by you to Find My SME has expired during an attempt to renew your Subscriptions you will be notified and your account will be suspended until a current credit card or debit card is provided.

F. LIMITED LICENSE TO WEBSITE

By agreeing to the terms and conditions of this Agreement, Find My SME grants you a limited license to access and use the reviews and ratings offered by the Service for your personal purchase decisions. The SME acknowledges and agrees that it will not access, reproduce, duplicate, copy, sell, re-sell, visit or otherwise exploit for any commercial, educational, or any other non-personal purpose the reviews and ratings or any content.

G. DISPUTES

If a SME has a dispute with a Customer and have an active, qualifying Subscription, the SME is responsible for resolving the dispute. Find My SME does not, at any time, become a party to a dispute between a SME and a Customer. Find My SME is neither a mediator nor an arbitrator and does not

provide legal advice or assistance. If you believe legal services are necessary or would be helpful to resolve your dispute with a SME or Customer, Find My SME encourages you to consult with an attorney.

H. ACCOUNT SECURITY

Find My SME website is hosted by a secure service; however, you are responsible for generating your username and password. Your username and password may only be used by you. You are solely responsible for maintaining and protecting the confidentiality of your username and password and are fully responsible for all activities that occur under your username and password.

Additional Terms for Customers

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B. ELIGIBILITY, CUSTOMER AND USE OF THE PLATFORM

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This Platform of Find My SME is offered to you, conditioned on your acceptance without modification, of the Terms. Your use of this Platform constitutes your agreement to all such Terms. If you have any questions regarding these Terms, you may contact Find My SME at contact@findmysme.com. We may amend these Terms at any time by posting a revised version of these Terms.

As a Customer seeking a SME, you can access the Platform free of charge. Customer and SME will enter into contracts, and pricing is between the Customer and the SME. Find My SME will not be liable or held accountable for any arrangements made between the Customer, and the SME.

Find My SME is intended to be a connection between Customers seeking a service and SMEs who provide the service. It is the responsibility of the SME and Customer to perform due diligence before entering into a formal contract of services. Due diligence includes any of the items applicable by laws which may include the following, history of criminal conviction or sex offender registration, reference checks, and background checks. Find My SME is not liable for any contracts of service between the Customer and SME. Find My SME is not liable for any payments or monetary obligations between Customer, and SME.

C. SUBMISSION OF REVIEWS

Find My SME collects information that you voluntarily provide as part of Find My SME's Platform, including messages, posts, comments, responses, reviews, and ratings you submit through the Site and Services, ("User Generated Content"). Find My SME may in its sole discretion share your User Generated

Content, such as reviews of SMEs, with others. If you do not want certain information shared with others, you should not submit User Generated Content, or should not submit User Generated Content that contains information or Personal Information you do not want shared in this manner. Once You have submitted User Generated Content, we reserve the right to publish it in any medium to others.

Find My SME will monitor and review submissions of reviews for legitimacy and fairness.

D. LIMITED LICENSE TO WEBSITE

By agreeing to the terms and conditions of this Agreement, Find My SME grants you a limited license to access and use the reviews and ratings of the SME for your personal purchase decisions. You acknowledge and agree that you will not access, reproduce, duplicate, copy, sell, re-sell, visit or otherwise exploit for any commercial, educational, or any other non-personal purpose the reviews and ratings and any content.

E. DISPUTES

If you have a dispute with a SME, you as the Customer are responsible for resolving the dispute. Find My SME does not, at any time, become a party to your dispute with the SME. Find My SME is neither a mediator nor an arbitrator and does not provide legal advice or assistance. If you believe legal services are necessary or would be helpful to resolve your dispute with a SME, Find My SME encourages you to consult with an attorney.

F. ACCOUNT SECURITY

You are responsible for generating your username and password. Your username and password may only be used by you. You are solely responsible for maintaining and protecting the confidentiality of your username and password and are fully responsible for all activities that occur under your username and password.