

# Escrow Instructions

If a Consumer and a Service Provider enter into a Service Contract, these Escrow Instructions ("**Escrow Instructions**") apply. These Escrow Instructions govern Escrow Accounts.

We may modify these Escrow Instructions without prior notice to you, and any revisions to these Escrow Instructions will take effect when posted on the Site unless otherwise stated. Please check the Site often for updates.

These Escrow Instructions hereby incorporate by reference the Terms of Service ("**Terms of Service**"). Capitalized terms not defined in these Escrow Instructions are defined in the User Agreement, elsewhere in the Terms of Service, or have the meanings given such terms on the Site. These Escrow Instructions do not apply to Hourly Contracts.

## DEFINITIONS AND KEY DATES

1. "**Arbitration**" means binding non-appearance based Arbitration by a neutral third party as described here and in the Terms of Service.
2. "**Arbitration Payment**" means Consumer's or Service Provider's applicable portion of the costs of Arbitration as described herein.
3. "**Arbitration Limitations Date**" means the date 30 days after the date a Dispute is filed via the Site or with Credzu.
4. "**Contract Room**" means the contract room on the Site for the particular Service Contract, including the contract terms, messages and files, and milestones and payments.
5. "**Dispute**" means a dispute between a Consumer and Service Provider concerning a Service Contract and covered by this Dispute Assistance Program.
6. "**Dispute Assistance Deadline**" means the date 30 days after the Consumer was billed for the last milestone.
7. "**Dispute Assistance Program**" means the Dispute assistance program set forth in this Agreement.
8. "**Credzu Dispute Assistance**" means the Dispute assistance provided by Credzu as set forth in this Agreement.

## 1. DIGITAL SIGNATURE

By clicking to fund Escrow (a "**Funding Approval**") or to accept a Service Contract, Consumer and Service Provider are deemed to have executed these Escrow Instructions electronically, effective on the date Service Provider clicks to accept the engagement, pursuant to California Civil Code section 1633.8 and the federal Electronic Signatures in Global and National Commerce Act, 15 U.S.C. Sec. 7001, et seq., as may be amended from time to time (the "**E-Sign Act**"). Doing so constitutes an acknowledgement that you are able to electronically receive, download, and print these Escrow Instructions. All references to the Escrow in these Escrow Instructions will include the initial Funding Approval and any additional Funding Approval for a Service Contract.

## RELEASE AND DELIVERY OF AMOUNTS IN ESCROW

Consumer and Service Provider irrevocably authorize and instruct Credzu, LLC ("**Credzu**") to release applicable portions of the Escrow Account (each portion, a "**Release**") to their Service Provider Escrow Account or Consumer Escrow Account, as applicable, upon the occurrence of and in accordance with one or more Release Conditions provided below or as otherwise required by applicable law or the Terms of Service. The amount of the Release will be delivered to the applicable Escrow Account in accordance with Service Provider's or Consumer's instructions, as applicable, these Escrow Instructions, and the other Terms of Service.

## RELEASE CONDITIONS

As used in these Escrow Instructions, "**Release Condition**" means any of the following:

1. Consumer clicks to release funds to the Service Provider.
2. Consumer does not take any action for 14 days from the date of a Service Provider's Release request, in

which case Service Provider and Consumer agree that Credzu is authorized and irrevocably instructed to immediately release to Service Provider the amount associated with the applicable milestone in connection with such Release request.

3. Service Provider cancels the Service Contract before a milestone payment has been released to the Service Provider, in which case the funds are to be returned to the Consumer.
4. Consumer and Service Provider have submitted joint written instructions for a Release to either Service Provider Escrow Account or Consumer Escrow Account, as applicable.
5. Consumer and Service Provider agree to close the contract without release of funds, in which case the funds are to be returned to the Consumer.
6. Consumer or Service Provider has failed to make its Arbitration payment or paid its fair share of the Arbitration costs pursuant to the Dispute Assistance Program, in which case the funds are released to the Party that has made its Arbitration Payment.
7. Both Consumer and Service Provider have failed to timely submit to Arbitration for an unresolved Dispute as such term is defined in the Dispute Assistance Program, in which case the funds are released to the Consumer.
8. Consumer or Service Provider has failed timely to respond to an Credzu Dispute Assistance notification as required by the Dispute Assistance Program, in which case the funds are released to the User that has participated.
9. Consumer or Service Provider otherwise has failed to comply with the Dispute Assistance Program, in which case the funds are to be released to the User that has complied with the Dispute Assistance Program.
10. Submittal of a final award of an arbitrator appointed pursuant to the Dispute Assistance Program, in which case the funds will be released in accordance with such award.
11. Issuance of the final order of a court of competent jurisdiction from which appeal is not taken, in which case the funds will be released in accordance with such order.
12. We believe, in our sole discretion, that fraud, an illegal act, or a violation of Credzu's Terms of Service has been committed or is being committed or attempted, in which case Consumer and Service Provider irrevocably authorize and instruct Credzu to take such actions as we deem appropriate in our sole discretion and in accordance with applicable law, in order to prevent or remedy such acts, including without limitation to return the funds associated with such acts to their source of payment.

## INSTRUCTIONS IRREVOCABLE

On the occurrence of a Release Condition, Consumer and Service Provider are deemed to and hereby agree that the instruction to Credzu and its wholly owned subsidiaries to release funds is irrevocable. Without limiting the foregoing, Consumer's instruction to Credzu and its wholly owned subsidiaries to pay a Service Provider is irrevocable. Such instruction is Consumer's authorization to transfer funds to Service Provider from the Consumer Escrow Account or authorization to charge Consumer's Payment Method. Such instruction is also Consumer's representation that Consumer has received, inspected and accepted service provided by the Service Provider. Consumer acknowledges and agrees that upon receipt of Consumer's instruction to pay Service Provider, Credzu will transfer funds to the Service Provider and that Credzu and other Affiliates have no responsibility to and may not be able to recover such funds. Therefore, and in consideration of services described in this Agreement, Consumer agrees that once Credzu or its subsidiary has charged Consumer's Payment Method, the charge is non-refundable.

## DORMANT ENGAGEMENTS

To be fair to Consumers and Service Providers, Credzu has a procedure for Service Contracts that have an Escrow Account with a balance but has had no activity for 90 consecutive days after the last milestone date contained in the Service Contract (a "Dormant Engagement"). For purposes of determining Dormant status, "activity" means business term or milestone updates or requests, Escrow Funding, Escrow Release, Escrow Refunds, Funding requests, Release requests, requests to close the Service Contract, Status Report submittals, or actions under the Dispute Assistance Program.

Dormant Engagements are subject to the following rules:

1. Credzu will notify Consumer when the Service Contract becomes Dormant ("**Dormant Date**").

2. If no activity other than Release requests has occurred within 7 days after the Dormant Date, Credzu will notify the Service Provider that the Service Contract is Dormant.
3. If neither Service Provider nor Consumer take any action for 7 days after the Dormant Date, Service Provider and Consumer agree that Credzu is authorized and irrevocably instructed to immediately release escrow funds to Consumer.
4. If Service Provider submits a Release request and client does not take any action for 14 days from the date of the Release request, Service Provider and Consumer agree that Credzu is authorized and irrevocably instructed to immediately release to Service Provider the amount related to the milestone with Release request.
5. All funds released to Service Provider under this Section, Dormant Engagements, will be subject to the applicable Service Fees.

## **REFUNDS AND CANCELLATIONS**

Consumer and Service Provider are encouraged to come to a mutual agreement if refunds or cancellations are necessary. If there are no funds in escrow, Consumer or Service Provider can cancel the contract at any time. If funds are held in escrow, refunds and cancellations must be initiated by Consumer or Service Provider by following the steps below.

### **CANCELLATION BY SERVICE PROVIDER**

If Service Provider wants to cancel a Service Contract with funds held in escrow, Service Provider must click to close the contract. When Service Provider clicks to close the contract, Service Provider and Consumer agree that Credzu is authorized and irrevocably instructed to immediately release to Consumer all Escrow funds associated with the contract.

### **CANCELLATION BY CONSUMER**

If Consumer wants to cancel a contract with funds held in escrow, Consumer must click to close the contract. Service Provider must either click to approve or dispute the Consumer's cancellation within 7 days. If Service Provider approves the cancellation, Service Provider and Consumer agree that Credzu is authorized and irrevocably instructed to immediately release to Consumer all escrow funds associated with the contract. If Service Provider takes no action within 7 days from the date notification of the cancellation is sent to Service Provider, Service Provider and Consumer agree that Credzu is authorized and irrevocably instructed to immediately release to Consumer all Escrow funds associated with the contract. If Service Provider disputes the cancellation, Service Provider and Consumer will be offered Credzu Dispute Assistance.

## **DISPUTE ASSISTANCE PROGRAM**

If Consumer and Service Provider fail to come to a mutual resolution by way of the Refund and Cancellation process, Credzu provides this Dispute Assistance Program as a mechanism to resolve the Dispute.

### **AVAILABILITY OF CREDZU DISPUTE ASSISTANCE**

Dispute Assistance is only available (i) after initial funding of the Escrow Account associated with the Service Contract, and (ii) prior to the Dispute Assistance Deadline. Dispute Assistance is not available to either the Service Provider or the Consumer via the Site after the Dispute Assistance Deadline.

### **NON-BINDING ASSISTANCE**

Credzu will first attempt to assist Consumer and Service Provider by reviewing the Dispute and proposing a mutual, non-binding resolution.

- Credzu will notify the Consumer and Service Provider by providing a notice of dispute along with a request for information and supporting documentation (if any).

- If both Consumer and Service Provider respond to the notice and request for information, then Credzu will review the documentation submitted and any information available on the Site that pertains to the Dispute. After review, Credzu will propose a mutual, non-binding resolution based on the results of the review.
- The proposed resolution is non-binding; Consumer and Service Provider can choose whether or not to agree to it. If Consumer and Service Provider agree in writing to the proposed resolution, Consumer and Service Provider agree that Credzu is authorized and irrevocably instructed to immediately release Escrow funds in accordance with the proposed resolution.
- If Consumer or Service Provider rejects Credzu's proposed, non-binding resolution, they may proceed to Arbitration. If Consumer and Service Provider do not choose to arbitrate, Service Provider and Consumer agree that Credzu is authorized and irrevocably instructed to immediately release to Consumer all funds held in Escrow.
- If Consumer or Service Provider chooses to arbitrate by notifying Credzu of their intent to arbitrate, Credzu will notify both Consumer and Service Provider via ticket that they must make the Arbitration Payment within 5 business days of the notice (the **"First Arbitration Notice"**). If both parties make the Arbitration Payment (including after initial notice of non-payment), then Credzu will deliver instructions for initiating Arbitration.
- If Consumer or Service Provider does not make the Arbitration Payment within 5 business days of the First Arbitration Notice, Service Provider and Consumer will be deemed to have irrevocably authorized and instructed Credzu to, and Credzu will, release the disputed funds to the party that paid the Arbitration Payment to the extent that any disputed funds remain in the Escrow Account. If no funds remain in the Escrow, Credzu will close the Dispute.
- If Consumer and Service Provider both do not make the Arbitration Payment by the Arbitration Limitations Date, then Consumer and Service Provider will be deemed to have authorized and instructed Credzu to, and Credzu will, release the disputed funds to Consumer, to the extent that any disputed funds remain in the Escrow Account, if no funds remain Credzu will close the Dispute.

## ARBITRATION FOR A SERVICE CONTRACT

Service Provider and Consumer each has the right to demand Arbitration of a Service Contract before the Arbitration Limitations Date if the Escrow associated with the Service Contract has been funded at least once. If either Consumer or Service Provider demands Arbitration in accordance with these Escrow Instructions and you are not the party that requested Arbitration, you agree to submit to the Arbitration and pay your share of the Arbitration fees detailed below. In any Arbitration, each of you and the other User is a **"Dispute Party,"** and collectively you are the **"Dispute Parties."**

Any such Arbitration will be conducted by a neutral third-party Arbitration service: the [American Arbitration Association](#) (the **"AAA"**). By default, Arbitration will be conducted by AAA unless Credzu chooses another Arbitration service.

## FILING THE CASE WITH THE ARBITRATOR

When a User demands Arbitration (the **"Arbitration Plaintiff"**), or when the circumstances dictate that Credzu notify a User of its right to file for Arbitration as described above, Credzu will provide the User with instructions on initiating the Arbitration. After the parties have initiated the Arbitration, Credzu will provide the arbitrator with supporting documentation including but not limited to the documents submitted to Credzu during the dispute resolution process, information available via the Site, and access to the Site.

If the Arbitration Plaintiff makes the Arbitration Payment, Credzu will contact the other party (**"Arbitration Respondent"**) to request that the Arbitration Respondent pay its portion of the Arbitration fees as well. If the Arbitration Respondent fails to make the Arbitration Payment and submit to such Arbitration within 5 business days after the First Arbitration Notice, Credzu will suspend the Arbitration Respondent's account, and both parties will be deemed to have irrevocably authorized and instructed Credzu to, and Credzu will, release the funds sought by the Arbitration Plaintiff in the demand for Arbitration to the Arbitration Plaintiff, to the extent such funds remain in the Escrow Account. If no funds remain in the Escrow Account, Credzu will close the Dispute.

If both parties pay their portion of the Arbitration fees, Credzu will instruct the parties on the process for initiating the Arbitration with the Arbitration service provider. After the parties have initiated the Arbitration, Credzu will provide the arbitrator with relevant documentation, including information collected in the informal dispute process and contents of

the Contract Room.

## **AUTHORIZATION TO COLLECT ARBITRATION FEES**

When you electronically authorize payment of the invoice for the Arbitration Payment as delivered to you by Credzu by email, you irrevocably authorize and instruct (i) Credzu or its Affiliates, as your agent, to charge your Payment Method for the amount of the payment for credit to your Escrow Account; and (ii) Credzu, as escrow agent, to immediately release that amount from your Escrow Account and pay it to Credzu. If Credzu or its Affiliates cannot collect sufficient funds to fulfill the Escrow for any reason, Credzu has no obligation with respect to making the payment to Credzu on your behalf, and you will be considered as not having paid your portion of the Arbitration fees.

## **LIMITATIONS PERIOD FOR ARBITRATIONS**

If both Service Provider and Consumer fail to demand binding Arbitration for an unresolved Dispute by the Arbitration Limitations Date, then Consumer and Service Provider will be deemed to have irrevocably authorized and instructed Credzu to, and Credzu will, release all funds in the Escrow Account to Consumer.

## **ARBITRATION AWARD**

You agree that the arbitrator is authorized to decide the Dispute within its discretion. You agree that the arbitrator's award is final, that it may be entered in and enforced by any court of competent jurisdiction, and that if the arbitrator delivers notice of any award to Credzu, then Credzu and Credzu have the right to treat such notice as conclusive and act in reliance thereon.

## **SERVICE FEES FOR ESCROW FUNDS RELEASED FOLLOWING DISPUTE ASSISTANCE**

All Escrow Funds released under this program are subject to the normal Service Fees associated with Escrow Accounts, as detailed in the User Agreement and applicable Escrow Instructions.

## **NOTICES**

All notices to a User required by these Escrow Instructions will be made via email sent by Credzu to the User's registered email address. Users are solely responsible for maintaining a current, active email address registered with Credzu, for checking their email and for responding to notices sent by Credzu to the User's registered email address.

## **COOPERATION WITH THE DISPUTE ASSISTANCE PROGRAM**

All claims, disputes or other disagreements between you and another User that are covered by the Dispute Assistance Program must be resolved in accordance with the terms in the Dispute Assistance Program. All claims filed or brought contrary to the Dispute Assistance Program will be considered improperly filed, and Credzu will have the right to take any other action, including suspension or termination of your Account, and any other legal action as Credzu deems appropriate in its sole discretion.

## **ABUSE**

Credzu, in its sole discretion, reserves the right to suspend or terminate your Account immediately upon giving notice to you if Credzu believes you may be abusing the Dispute Assistance Program or as otherwise permitted by the Terms of Service. However, any Disputes for any Service Contracts that existed prior to termination will be subject to the Terms of Service.

## **APPENDIX A**

### **RULES AND FEES FOR ARBITRATIONS CONDUCTED BY THE AMERICAN ARBITRATION ASSOCIATION**

This Appendix A summarizes certain pertinent contractual terms that American Arbitration Association (the "AAA") has agreed to in providing arbitration services to Consumers and Service Providers who choose the AAA as their arbitrator under the Escrow Instructions. The AAA is solely a third-party arbitration service provider. Credzu and our affiliates have no direct or indirect affiliate, partnership, joint venture, ownership or control relationship with or interest in the AAA. Credzu and our Affiliates assume no responsibility or liability for the services of the AAA.

## APPOINTMENT OF THE ARBITRATOR

All Arbitrations by the AAA are conducted by a single arbitrator.

The AAA will provide the parties the opportunity to participate in arbitrator selection through a strike-and-rank process of pre-qualified arbitrators.

1. Each party will be provided with an identical list of five potential arbitrators and may have up to three calendar days to strike two potential arbitrators and rank the remaining in order of preference. If any party does not return the list within five calendar days, all persons named therein will be deemed acceptable.
2. From among the arbitrators approved on both lists and in accordance with the designated order of mutual preference, the AAA will invite the arbitrator to serve. If for any reason the appointment cannot be made according to this procedure, the AAA will have the power to make the appointment without submission of additional lists.
3. Any arbitrator will be impartial and independent and will perform his or her duties with diligence and in good faith, and will be subject to disqualification for any grounds provided by applicable law.
4. Neither Credzu nor any party or party representative will communicate ex parte with an arbitrator or candidate for arbitrator concerning the Arbitration. Notwithstanding the above, Credzu and an arbitrator may communicate ex parte solely for the purpose of enabling the arbitrator to access and use the Site, and the Contract Room, and the information contained therein, associated with the Service Contract in Dispute.

## RULES OF THE PROCEEDINGS

1. The amount at issue in any claims or counterclaims relating to a Service Contract will be limited to the sum still held in Escrow and the sum previously released from Escrow for the Service Contract.
2. The Arbitration Plaintiff may submit a statement of the case ("**Initial Statement**"), not to exceed 1,500 words, within three business days of being notified that the case has been filed with the AAA. The Arbitration Plaintiff will post the Initial Statement to the Contract Room.
3. The Arbitration Respondent may submit a response ("**Response Statement**"), not to exceed 1,500 words, within three business days of receiving the Initial Statement. The Arbitration Respondent will post the Response Statement to the Contract Room.
4. Either party may elect to use their dispute notice form or dispute response (as applicable) in lieu of creating a separate Initial Statement or Response Statement for the Arbitration. No party may submit new or different claims after the case has been initiated.
5. All proceedings will be "on documents" and the evidence admissible will consist solely and exclusively of Contract Room contents at the time the Dispute was submitted to the Credzu Dispute resolution process. Any communication taking place outside the Contract Room must have been posted to the Contract Room within 24 hours of the original transmission of that communication in order to be admissible. Once Arbitration is initiated, the arbitrator can make an award based solely on the Contract Room contents and material submitted to initiate the Arbitration. The failure of one party or the other to respond to an arbitrator request or otherwise continue to participate in the Arbitration will not prevent the arbitrator from making an award.
6. The language of the Arbitration will be English.
7. At the arbitrator's sole discretion, the arbitrator may permit or require the submission of additional written statements from the parties ("**Additional Arguments**"). The arbitrator is not required to permit Additional Arguments. If the arbitrator permits Additional Arguments, the arbitrator will establish the schedule and rules for the submission of such Additional Arguments, including any limits on the length of such Additional Arguments.
8. The Arbitration will conclude within 30 calendar days from the date of submission to the AAA, and the arbitrator may grant an extension for good cause not to exceed 14 calendar days.

9. Communications by either party to the arbitrator will be shared with all parties.
10. All awards will be final, non-appealable and enforceable by any court of competent jurisdiction.
11. Neither the AAA nor any arbitrator in a proceeding under these rules and procedures is a necessary or proper party in judicial proceedings relating to the Arbitration. The parties to an Arbitration under these rules and procedures will be deemed to have consented that neither the AAA nor any arbitrator will be liable to any party in any action for damages or injunctive relief for any act or omission in connection with any Arbitration under these rules and procedures.

## **THE AWARD**

The AAA will provide Credzu and the parties with a written award promptly upon the conclusion of the Arbitration, and in no event later than 14 calendar days after conclusion of the Arbitration. At the arbitrator's sole discretion, the arbitrator may provide, but is not required to provide, written reasons for the Award to the parties.

## **FEEES**

The fee for Arbitrations by the AAA is \$875, regardless of the amount at issue.

Each of the Dispute Parties and Credzu will share the cost equally (\$291 each).

Consumer and Service Provider will solely bear and pay any other costs it incurs related to the Arbitration.