

User Agreement

PLEASE READ THIS USER AGREEMENT AND ALL OTHER AGREEMENTS AND POLICIES REFERENCED HEREIN COLLECTIVELY DEFINED BELOW AS THE "TERMS OF SERVICE" CAREFULLY AS THEY CONTAIN IMPORTANT INFORMATION REGARDING YOUR LEGAL RIGHTS, REMEDIES, AND OBLIGATIONS. THESE INCLUDE VARIOUS LIMITATIONS AND EXCLUSIONS AND A BINDING ARBITRATION AGREEMENT AND CLASS ACTION WAIVER.

This User Agreement (this “**Agreement**”) is a contract between you (“**you**” or “**User**”) and Credzu, LLC (“**Credzu**,” “**we**,” or “**us**”). You must read, agree to, and accept all of the terms and conditions contained in this Agreement to be a User of our website located at www.Credzu.com or any part of the rest of the Site (the “**Site**”).

This Agreement includes and hereby incorporates by reference the following important agreements, as they may be in effect and modified from time to time: Site Terms of Use; Fee and ACH Authorization Agreement; Cookie Policy; Privacy Policy; Mark Use Guidelines; Proprietary Rights Infringement Reporting Procedures; Credzu App Software License Agreement; and the escrow instructions as applicable to any Service Contract you enter into with another User. These agreements are collectively, with this Agreement, called the “**Terms of Service**”.

Credzu may, in its sole discretion, amend this Agreement and the other Terms of Service at any time by posting a revised version on the Site. Any revisions to the Terms of Service will take effect on the noted effective date (each, as applicable, the “**Effective Date**”).

YOU UNDERSTAND THAT BY USING THE SITE AFTER THE EFFECTIVE DATE, YOU AGREE TO BE BOUND BY THE TERMS OF SERVICE, INCLUDING THE ARBITRATION PROVISION OF THIS AGREEMENT. IF YOU DO NOT ACCEPT THE TERMS OF SERVICE IN ITS ENTIRETY, YOU MUST NOT ACCESS OR USE THE SITE AFTER THE EFFECTIVE DATE.

IF YOU AGREE TO THE TERMS OF SERVICE ON BEHALF OF AN ENTITY OR AGENCY, OR IN CONNECTION WITH PROVIDING OR RECEIVING SERVICES ON BEHALF OF AN ENTITY OR AGENCY, YOU REPRESENT AND WARRANT THAT YOU HAVE THE AUTHORITY TO BIND THAT ENTITY OR AGENCY TO THE TERMS OF SERVICE AND AGREE THAT YOU ARE BINDING BOTH YOU AND THAT ENTITY OR AGENCY TO THE TERMS OF SERVICE. IN THAT EVENT, “YOU” AND “YOUR” WILL REFER AND APPLY TO YOU AND THAT ENTITY OR AGENCY.

1. DEFINITIONS

“**Consumer**” means any User of the Site seeking and/or obtaining services from a Service Provider within Credzu.

“**Confidential Information**” means any material or information provided to, or created by or for, a User regardless of whether the information is in tangible, electronic, verbal, graphic, visual, or other form. Confidential Information does not include material or information that: (a) is generally known by third parties; (b) was lawfully received by a User without restriction from a third party having the right to disseminate the information; (c) was already known by User prior to receiving it from the other party and was not received from a third party in breach of that third party’s obligations of confidentiality; or (d) was independently developed by User without use of another person’s Confidential Information.

“**Escrow Account**” means a banking account into which Consumer’s funds are deposited, held, and managed solely by Credzu, during the pendency of a transaction between Consumers and Services Providers.

“**Escrow Instructions**” means the terms to which Consumer and Service Providers agree as it relates to the handling of the Escrow Account and funds held in it.

“**Service Provider**” means any User utilizing the Site which performs services for Consumers.

“Service Provider Fees” means: (a) for an Hourly Contract, the amount reflected in the Hourly Invoice (the number of hours invoiced by Service Provider, multiplied by the hourly rate charged by Service Provider); (b) for a Fixed-Price Contract, the fixed fee agreed between a Consumer and a Service Provider; and (c) any bonuses or other payments made by a Consumer to a Service Provider.

“Service Provider Services” means all services performed for or delivered to Consumers by Service Providers.

“Intellectual Property Rights” means all patent rights, copyright rights, mask work rights, moral rights, rights of publicity, trademark, trade dress and service mark rights, goodwill, trade secret rights and other intellectual property rights as may now exist or hereafter come into existence, and all applications therefore and registrations, renewals and extensions thereof, in each case, under the laws of any state, country, territory or other jurisdiction.

“Payment Method” means a valid bank checking account linked to your Account.

“Partner” means any permitted User of the Site which adds Consumers to the Site.

“Service Contract” means, as applicable, (a) the contractual provisions between a Consumer and a Service Provider governing the Service Provider Services to be performed by a Service Provider for a Consumer.

“User Content” means any comments, remarks, data, feedback, content, text, photographs, images, video, music, or other content or information that you or any Site Visitor or User post to any part of the Site or provide to Credzu, including such content or information that is posted as a result of questions.

“Work Product” means any tangible or intangible results or deliverables that Service Provider agrees to create for, or actually delivers to, Consumer as a result of performing the Service Provider Services, including, but not limited to, configurations, computer programs, or other information, or customized hardware, and any intellectual property developed in connection therewith.

1. CREDZ ACCOUNTS

1.1 REGISTRATION AND ACCEPTANCE

To access and use certain portions of our Site, you must register for an account and login anytime thereafter at <https://credzu.com/access/> (an “Account”). By registering for an Account and logging in anytime thereafter, you agree to the terms of this Agreement. Credzu reserves the right to deny any user’s registration or terminate any user’s Account for any reason.

1.2 ACCOUNT ELIGIBILITY

Any and all Users not in violation of any term or agreement at Credzu and not in violation of any law, rule or regulation of any State or the Federal Government are eligible to register for and use an Account on the Site.

Users registering for or using an Account for an independent business (whether it be as a self-employed individual/sole proprietor or as a corporation, limited liability company, or other entity), including but not limited to Service Providers and Partners, must be an employee or agent of and authorized to act for and bind that independent business and further agrees that it will use the Site for business purposes only and will comply with any licensing, registration, or other requirements with respect to its business, or the business for which it is acting.

Any and all Users, whether representing themselves individually or an independent business entity, represent that they are 18 years or older (or have otherwise reached the age of majority in the jurisdiction in which they conduct business) in each case who can form legally binding contracts.

1.3 USERNAMES AND PASSWORDS

When you register for an Account and each time you login thereafter, you will be asked to input your personal cell

phone number (which acts as your username) after which we will send you a one-time code (which acts as your one-time password) to log in. You are entirely responsible for safeguarding and maintaining the confidentiality of your username and any one-time password we send you. You agree not to share your username or any one-time password with any person, and, if you are a legal entity who is not a natural person, to only share your username and password with a person who is authorized to use your Account. You authorize Credzu to assume that any person using the Site with your username and password, either is you or is authorized to act for you. You agree to notify us immediately if you suspect or become aware of any unauthorized use of your Account. You further agree not to use the Account or log in with the username and password of another User of the Site if (a) you are not authorized to use both or (b) the use would violate the Terms of Service or any law, rule or regulation in any State or the Federal Government.

1.4 ACCOUNT TYPES

There three types of accounts Users can create by registering at <https://credzu.com/access/>. Consumers, Service Providers and Partners. During initial registration, a User will be required to select an “Account Type” in the form of a drop down as more fully described below:

- If a User selects “I need credit-related service.”, they will register as a Consumer.
- If a User selects “I perform credit-related services.”, they will register as a Service Provider.
- If a User selects “My clients need credit-related services.”, they will register as a Partner.

Once you register for one Account type, you cannot add another Account type under the same username and password.

1.5 ACCOUNT PROFILE

Consumers and Service Providers must complete a User Profile (a “User Profile”) which consists of a User’s First Name, Last Name, Email, Phone, Address, Social Security Number and Date of Birth. Service Providers must complete a business profile (a “Business Profile”) which consists of a Company Name, Business Alias, Phone Number, Year Established, Entity Type, Business EIN, and Type of Service. Partners must complete a partner profile (a “Partner Profile”) which consists of First Name, Last Name, Email Address, Phone, Title, Company Name, Address.

All Users, regardless of type, agree to provide true, accurate, and complete information all registration and other forms you access on the Site or provide to us and to update your information to maintain its truthfulness, accuracy, and completeness. You agree not to provide any false or misleading information about your identity or location, your business, your skills, or the services your business provides and to correct any such information that is or becomes false or misleading.

1.5 ACCOUNT PERMISSIONS

You agree not to request or allow another person to create an Account on your behalf, for your use, or for your benefit, except that an authorized employee or agent may create an Account on behalf of your business. By granting other Users permissions under your Account, you represent and warrant that: (a) the User is authorized to act on your behalf; and (b) you are fully responsible and liable for the User’s acts and omissions, including for obligations and liabilities relating to making payments and entering into Service Contracts and the Terms of Service. If any such User violates the Terms of Service, it may affect your ability to use the Site. Upon closure of an Account, Credzu may close any or all related Accounts.

1.6 IDENTITY AND LOCATION 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 the verification of one or more official government or legal documents that confirm your identity, your location, and your ability to act on behalf of your business on Credzu. You authorize Credzu, directly or through third parties, to make any inquiries necessary to validate your identity, your location, and confirm your ownership of your email address or financial accounts, subject to applicable law. When requested, you must timely provide us with complete information about yourself and your

business, which includes, but is not limited to, providing official government or legal documents. During verification some Account features may be temporarily limited. When a verification is successfully completed, Account features will be restored.

2. PURPOSE OF CREDZU

Credzu is the world's first escrow platform for the credit services industry. We hold funds in a third-party escrow account, away from Consumers and Service Providers, and we pay out according to agreements and performance. The Site provides an organized way for Consumers and Service Providers to engage with each other, sign legally compliant and binding agreements, and to transact without risk to each other given the escrow model as well as dispute resolution procedures Credzu provides.

2.1 RELATIONSHIP WITH CREDZU

Credzu merely makes the Site available to enable Service Providers and Consumers to find and transact directly with each other. Credzu does not introduce Service Providers to Consumers, find Consumers for Service Providers, or find Service Providers for Consumers. Through the Site, Service Providers may be notified of Consumers that may be seeking the services they offer, and Consumers may be notified of Service Providers that may offer the services they seek; at all times, however, Users are responsible for evaluating and determining the suitability of any Service, Consumer or Service Provider on their own. If Users decide to enter into a Service Contract, the Service Contract is directly between the Users and Credzu is not a party to that Service Contract.

You acknowledge, agree, and understand that Credzu is not a party to the relationship or any dealings between Consumer and Service Provider. Users are solely responsible for: (a) ensuring the accuracy and legality of any User Content; (b) determining the suitability of other Users for a Service Contract (such as any interviews, vetting, background checks, or similar actions); (c) negotiating, agreeing to, and executing any terms or conditions of Service Contracts; (d) performing Service Provider Services; and/or (e) paying for Service Provider Services. You further acknowledge, agree, and understand that you are solely responsible for assessing whether to enter into a Service Contract with another User and for verifying any information about another User. Credzu does not make any representations about or guarantee the truth or accuracy of any Service Provider's or Consumer's User Content on the Site; does not verify any feedback or information provided by Users about Service Providers or Consumers; and does not perform background checks on or guarantee the work of Service Providers or Consumers. You acknowledge, agree, and understand that Credzu does not, in any way, supervise, direct, control, or evaluate Service Providers or their work and is not responsible for any Service, Service terms or Work Product. Credzu makes no representations about and does not guarantee, and you agree not to hold Credzu responsible for, the quality, safety, or legality of Service Provider Services; the qualifications, background, or identities of Users; the ability of Service Providers to deliver Service Provider Services; the ability of Consumers to pay for Service Provider Services; User Content and statements or posts made by Users; or the ability or willingness of a Consumer or Service Provider to actually complete a transaction.

You also acknowledge, agree, and understand that Service Providers are solely responsible for determining, and have the sole right to determine, which Consumers to accept; the time, place, manner, and means of providing any Services; the type of services they provide; and the price they charge for their services or how that pricing is determined or set.

You further acknowledge, agree, and understand that: (i) you are not an employee of Credzu, and you are not eligible for any of the rights or benefits of employment (including unemployment and/or workers compensation insurance); (ii) Credzu will not have any liability or obligations, including under or related to Service Contracts and/or Service Provider Services for any acts or omissions by you or other Users; (iii) Credzu does not, in any way, supervise, direct, or control any Service Provider or Service Provider Services; does not impose quality standards or a deadline for completion of any Service Provider Services; and does not dictate the performance, methods or process Service Provider uses to perform services; (iv) Service Provider is free to determine when and if to perform Service Provider Services, including the days worked and time periods of work, and Credzu does not set or have any control over Service Provider's pricing, work hours, work schedules, or work location, nor is Credzu involved in any other way in determining the nature and amount of any compensation that may be charged by or paid to Service Provider for a Service; (v) Service

Provider will be paid at such times and amounts as agreed with a Consumer in a given Service Contract, and Credzu does not, in any way, provide or guarantee Service Provider a regular salary or any minimum, regular payment; (vi) Credzu does not provide Service Providers with training or any equipment, labor, tools, or materials related to any Service Contract; and (vii) Credzu does not provide the premises at which Service Providers will perform the work. Service Providers are free to use subcontractors or employees to perform Service Provider Services and may delegate work. If a Service Provider uses subcontractors or employees, Service Provider further agrees and acknowledges that this Section applies to Credzu's relationship, if any, with Service Provider's subcontractors and employees as well and Service Provider is solely responsible for Service Provider's subcontractors and employees.

Nothing in this Agreement is intended to prohibit or discourage (nor should be construed as prohibiting or discouraging) any User from engaging in any other business activities or providing any services through any other channels they choose, consistent with non-circumvention limitations contained herein.

2.2 TAXES AND BENEFITS

Service Provider acknowledges and agrees that Service Provider is solely responsible (a) for all tax liability associated with payments received from Service Provider's Consumers and through Credzu, and that Credzu will not withhold any taxes from payments to Service Provider; (b) to obtain any liability, health, workers' compensation, disability, unemployment, or other insurance needed, desired, or required by law, and that Service Provider is not covered by or eligible for any insurance from Credzu; (c) for determining whether Service Provider is required by applicable law to issue any particular invoices for the Service Provider Fees and for issuing any invoices so required; and d) for determining whether Service Provider is required by applicable law to remit to the appropriate authorities any value added tax or any other taxes or similar charges applicable to the Service Provider Fees and remitting any such taxes or charges to the appropriate authorities. In the event of an audit of Credzu, Service Provider agrees to promptly cooperate with Credzu and provide copies of Service Provider's tax returns and other documents as may be reasonably requested for purposes of such audit, including but not limited to records showing Service Provider is engaging in an independent business as represented to Credzu.

3. CONTRACTUAL RELATIONSHIP BETWEEN CONSUMER AND SERVICE PROVIDER

3.1 SERVICE CONTRACTS

If a Consumer and Service Provider decide to enter into a Service Contract, the Service Contract is a contractual relationship directly between the Consumer and Service Provider. Consumer and Service Provider have complete discretion both with regard to whether to enter into a Service Contract with each other and with regard to the terms of any Service Contract. You acknowledge, agree, and understand that Credzu is not a party to any Service Contract, that the formation of a Service Contract between Users will not, under any circumstance, create an employment or other service relationship between Credzu and any User or a partnership or joint venture between Credzu and any User.

Service Contracts have pre populated legal terms for the purpose of simplifying the creation, sharing and signing of Service Contracts. Service Providers cannot rely on these terms under any circumstances. In the event that a Service Provider disagrees with or objects to prepopulated legal terms in the Service Contract the only remedy is to immediately stop using the Site and request a modification to the prepopulated terms, which may be approved or denied by Credzu in Credzu's sole and absolute discretion.

With respect to any Service Contract, Consumers and Service Providers may enter into any written agreements that they deem appropriate provided that any such agreements do not conflict with, narrow, or expand Credzu's rights and obligations under the Terms of Service, including this Agreement and the applicable Escrow Instructions.

Each situation is highly fact-specific and requirements vary by situation and jurisdiction and therefore any party should seek legal advice from a licensed attorney in the relevant jurisdictions.

3.2 DISPUTES AMONG USERS

For disputes arising between Consumers and Service Providers, you agree to abide by the dispute process that is explained in the Escrow Instructions that apply to your particular Service Contract. If the dispute process does not resolve your dispute, you may pursue your dispute independently, but you acknowledge and agree that Credzu will not and is not obligated to provide any dispute assistance beyond what is provided in the Escrow Instructions.

If Service Provider or Consumer intends to obtain an order from any arbitrator or any court that might direct Credzu to take or refrain from taking any action with respect to an Escrow Account, that party will (a) give us at least five business days' prior notice of the hearing; (b) include in any such order a provision that, as a precondition to obligations affecting Credzu, we be paid in full for any amounts to which we would otherwise be entitled; and (c) be paid for the reasonable value of the services to be rendered pursuant to such order.

4. WORKER CLASSIFICATION AND CREDZU PAYROLL

4.1 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 Credzu and a User. Consumer is solely responsible for and has complete discretion with regard to selection of any Service Provider for any Service. Consumer is solely responsible for and assumes all liability for determining whether Service Providers should be engaged as independent contractors or employees of Consumer and engaging them accordingly. Consumer warrants its decisions regarding classification are correct and its manner of engaging Service Providers complies with applicable laws, regulations, and rules. Credzu will have no input into, or involvement in, worker classification as between Consumer and Service Provider and Users agree that Credzu has no involvement in and will have no liability arising from or relating to the classification of a Service Provider.

5. Credzu FEES

5.1 FEES FOR SERVICE PROVIDERS

Service Fees. Service Providers will pay Credzu a service fee for the use of the Site Services as set forth in the Fee and ACH Authorization Agreement, for using the Site Services, including the communication, document handling, handling escrow account and escrow funds according to escrow instructions, dispute resolution, including facilitating arbitration services, as described in the applicable Escrow Instructions (the "**Service Fees**"). The Service Fees (to use the Site Services) are paid solely by the Service Provider. When a Consumer pays a Service Provider for a Service or when funds related to a Service are otherwise released to a Service Provider as required by the applicable Escrow Instructions, Credzu will credit the Service Provider Escrow Account for the full amount paid or released by the Consumer, and then subtract and disburse to Credzu the Service Fee. Service Provider hereby irrevocably authorizes and instructs Credzu to deduct the Service Fee from the Service Provider Escrow Account and pay Credzu on Service Provider's behalf.

5.4 NO FEE FOR INTRODUCING OR FOR FINDING SERVICES

Credzu does not introduce Consumers to Service Providers and does not help Service Providers secure Services. Credzu merely makes the Site available to enable Service Providers to do so themselves and may from time to time highlight Services that may be of interest. Therefore, Credzu does not charge a fee when a Service Provider finds a suitable Consumer or finds a Service. In addition, Credzu does not charge any fee or dues for posting public feedback.

6. PAYMENT TERMS AND ESCROW SERVICES

6.1 ESCROW SERVICES

Credzu provides escrow services to Users to deliver, hold, and/or receive payment for a Service Provider's Service to a Consumer, and to pay fees to Credzu ("**Escrow Services**"). Credzu is a Florida Limited Liability Company. The Escrow Services are intended for business use, and you agree to use the Escrow Services only for business purposes and not for consumer, personal, family, or household purposes.

6.1.1 ESCROW INSTRUCTIONS

Credzu will use and release funds deposited in an Escrow Account only in accordance with this Agreement and the applicable Escrow Instructions. You acknowledge and agree that Credzu acts merely as an Internet escrow agent. Credzu has fully delivered the Escrow Services to you if Credzu provides the Escrow Services described in this Agreement and the applicable Escrow Instructions. Credzu is only obligated to perform those duties expressly described in this Agreement and any applicable Escrow Instructions. If you authorize or instruct Credzu to release or make a payment of funds from an Escrow Account associated with you, Credzu may release or pay those funds as instructed in reliance on your authorization, this Agreement, and the applicable Escrow Instructions or as required by applicable law.

6.1.2 ESCROW ACCOUNTS

Credzu will establish and maintain one of three different types of Escrow Accounts:

(a) **Consumer Escrow Account.** After entering into a Service Contract, the first time a Consumer makes a payment for a Service, Credzu will establish and maintain a “**Consumer Escrow Account**” to hold funds for the Consumer to use to make payments for Service Contracts (i.e., such as payments for services rendered by a Service Provider), to receive refunds in connection with Services Contracts (i.e., such as refunds, etc.).

(b) **Service Provider Escrow Account.** After entering into a Service Contract, the first time a Service Provider uses the Site to receive payment for a Service, Credzu will establish and maintain a “**Service Provider Escrow Account**” for Service Provider to receive payments for Services, withdraw payments, and make payments to Credzu.

YOU HEREBY AUTHORIZE AND INSTRUCT CREDZU TO ACT AS ESCROW AGENT IN CONNECTION WITH THE ESCROW ACCOUNTS AND THE PAYMENT, HOLDING, AND RECEIPT OF FUNDS FOR EACH SERVICE AND OTHER SPECIFIED PURPOSES IN ACCORDANCE WITH THE TERMS OF SERVICE, SERVICE CONTRACTS AND THE APPLICABLE ESCROW INSTRUCTIONS. CONSUMER AND SERVICE PROVIDER MAY VIEW CURRENT INFORMATION REGARDING THE STATUS OF AN ESCROW ACCOUNT ON THE SITE.

6.1.4 TITLE TO FUNDS

Credzu is not a bank, trust company, or money transmitter, etc. Credzu is a third party company that acts as a fiduciary through its escrow services. Moreover, Credzu deposits all Escrow Account funds in a third party holding account protected by that bank’s Federal Deposit Insurance Corporation insurance, up to \$250,000.00 per depositor. While funds remain in the Escrow Account, Credzu’s authority over or management of the movement of the funds is contained in the Escrow Instructions and these Terms of Service. The Escrow Account is separate from the operating accounts of Credzu. Credzu will not voluntarily make funds deposited in the Escrow Account available to its creditors, or the creditors of its Affiliates, in the event of a bankruptcy, or for any other purpose. As provided in United States Bankruptcy Code, § 541(d), Credzu holds only legal title to, and not any equitable interest in, the Escrow Account and any funds deposited therein. This Agreement is supplementary to the Service Contract and to any other agreement between Consumer and Service Provider concerning the Service, as provided in 11 United States Bankruptcy Code, § 365(n).

6.1.5 NO INTEREST

You agree that you will not receive interest or other earnings on the funds held in your Escrow Account.

6.1.6 ESCROW AGENT DUTIES

We undertake to perform only such duties as are expressly set forth in this Agreement, the applicable Escrow Instructions, and the other Terms of Service, and no other duties will be implied. We may, but have no liability under and no duty to, inquire as to the provisions of any agreement, other than the Terms of Service, including this Agreement and the applicable Escrow Instructions. We may, but are under no duty to, inquire about or investigate any agreement or communication between Consumer and Service Provider, even if posted to the Site. We have the right to

rely upon, and will not be liable for acting or refraining from acting upon, any written notice, instruction, or request furnished to us by Consumer or Service Provider in accordance with this Agreement or the applicable Escrow Instructions, if we reasonably believe that such notice, instruction, or request is genuine and that it is signed or presented by the proper party or parties. We have no duty to inquire about or investigate the validity, accuracy, or content of any such notice, instruction, or request. We have no duty to solicit any payments or releases that may be due to or from any Escrow Account. We may execute any of our powers and perform any of our duties under this Agreement and the applicable Escrow Instructions directly or through agents or attorneys (and will be liable only for the careful selection of any such agent or attorney) and may consult with counsel, accountants, and other skilled persons to be selected and retained by us. To the extent permitted by applicable law, we will not be liable for anything done, suffered, or omitted in good faith by us in accordance with the advice or opinion of any such counsel, accountants, or other skilled persons. If we are uncertain as to our duties or rights hereunder or receive instructions, claims, or demands from any party hereto that, in our opinion, conflict with any of the provisions of this Agreement or the applicable Escrow Instructions, we will be entitled to refrain from taking any action, and our sole obligation will be to keep safely all property held in the Escrow Account until we are directed otherwise in writing by Consumer and Service Provider or by a final order or judgment of an arbitrator or court of competent jurisdiction.

6.1.7 ESCROW AGENT RIGHT

We have the right, in our sole discretion, but not the obligation, to institute arbitration or, if no arbitration provision applies, other legal proceedings, including depositing funds held in the Escrow Account with a court of competent jurisdiction, and to resolve any dispute between Consumer and Service Provider related to the Escrow Account. Any provision of this Agreement and the applicable Escrow Instructions to the contrary notwithstanding and regardless whether we are identified as a party in interest in any dispute, arbitration, or other legal proceeding, nothing herein will be construed to limit our legal and equitable rights, including, but not limited to, depositing funds held in the Escrow Account with a court of competent jurisdiction. Any corporation or association into which Credzu may be merged or converted or with which Credzu may be consolidated, or any corporation or association to which all or substantially all the escrow business of Credzu may be transferred will succeed to all the rights and obligations of Credzu as escrow holder and escrow agent under this Agreement and the applicable Escrow Instructions without further act to the extent permitted by applicable law.

6.2 PAYMENTS INTO ESCROW ACCOUNT FROM CONSUMER

Consumer becomes obligated to pay applicable amounts into the Escrow Account immediately upon signing a Service Contract between the Consumer and a Service Provider. Amounts due from Consumer to be placed in Escrow may be broken up into not more than four payments, as coordinated between Credzu and Consumer.

6.3 DISBURSEMENTS FROM ESCROW ACCOUNT TO SERVICE PROVIDERS

Under the relevant Escrow Instructions, Credzu disburses funds from the funds available in the applicable Consumer Escrow Account to the applicable Service Provider Escrow Account upon Service Provider's disbursement request along with proof of relevant performance.

Consumer acknowledges and agrees that a failure by Consumer to decline or dispute Service Provider's Disbursement request for payment from Consumer's Escrow Account is an authorization and instruction to release payment, as described more fully in the applicable Escrow Instructions.

If Service Provider does not request a disbursement, Credzu will automatically disburse available funds no more than 90 days after the Service Provider Fees are released to the Service Provider Escrow Account, provided that the Service Provider is entitled to disbursement pursuant to the Escrow Instructions.

Credzu, in its sole discretion and except as prohibited by applicable law, may refuse to process and may hold the disbursement of the Service Provider Fees or any other amounts and offset amounts owed to us, or take such other actions with respect to the Escrow Account as we deem appropriate in our sole discretion if (a) we require additional information; (b) we have reason to believe the Service Provider Fees may be subject to dispute or chargeback; (c) we suspect a User has committed or attempted to commit fraud or other illicit acts on or through the Site; (d) we believe

there are reasonable grounds for insecurity with respect to the performance of obligations; or (e) we deem it necessary in connection with any investigation or required by applicable law.

We reserve the right to seek reimbursement from you, and you will reimburse us, if we: (i) suspect fraud or criminal activity associated with your payment, withdrawal, or Service; (ii) discover erroneous or duplicate transactions; or (iii) have supplied our services in accordance with this Agreement yet we receive any chargeback from the Payment Method used by you, or used by your Consumer if you are a Service Provider, despite our provision of the Site Services in accordance with this Agreement. You agree that we have the right to obtain such reimbursement by charging the applicable Escrow Account, and any other accounts you hold with us, offsetting any amounts determined to be owing, deducting amounts from future payments or withdrawals, charging your Payment Method, or obtaining reimbursement from you by any other lawful means. If we are unable to obtain such reimbursement, we may, in addition to any other remedies available under applicable law, temporarily or permanently revoke your access to the Site and close your Account.

Although extremely rare, in certain circumstances (such as in the case of a Service Provider with an abnormal pricing structure), escrow fund balances may fall below the amounts due to a Service Provider for work performed. In these cases, Credzu will attempt to secure funds due from Consumer to the Service provider for work performed but does not guarantee that the Service Provider will be paid in full. It is the duty of the Service Provider to remain informed of the escrow balance by periodically reviewing the Consumer's escrow balance.

6.4 DEFAULT

Consumer will be deemed to be in default on the earliest occurrence of any of the following: (a) Consumer fails to pay a balance that is due or to bring, within a reasonable period of time but no more than 30 days after accrual of the charge, an account current after a payment is declined or expires; (c) Consumer initiates a chargeback with a bank or other financial institution resulting in a charge made by Credzu for Service Provider Fees or such other amount due being reversed to the Consumer; or (e) Consumer takes other actions or fails to take any action that results in a negative or past-due balance on the Consumer's account.

If Consumer is in default, we may, without notice, temporarily or permanently close Consumer's Account and revoke Consumer's access to the Site, including Consumer's authority to use the Site to process any additional payments, enter into Service Contracts, or obtain any additional Service Provider Services. However, Consumer will remain responsible for any amounts that accrue causing or as a result of the default. Without limiting other available remedies, Consumer must pay Credzu upon demand for any amounts owed, plus interest on the outstanding amount at the lesser of one and one-half percent (1.5%) per month or the maximum interest allowed by applicable law, plus attorneys' fees and other costs of collection to the extent permitted by applicable law.

Credzu may, without notice, charge all or a portion of any amount that is owed on any Account to Credzu or as Service Provider Fees or otherwise to any Payment Method on file on the Consumer's Account; set off amounts due against other amounts received from Consumer or held for Consumer by Credzu; make appropriate reports to credit reporting agencies and law enforcement authorities; and cooperate with credit reporting agencies and law enforcement authorities in any investigation or prosecution.

Credzu does not guarantee that Consumer is able to pay or will pay Service Provider Fees and Credzu is not liable for Service Provider Fees if Consumer is in default. Service Providers may use the dispute process as described in the applicable Escrow Instructions in order to recover funds from Consumer in the event of a default or may pursue such other remedies against Consumer as Service Provider chooses. If Credzu recovers funds from a Consumer in default, Credzu will disburse any portion attributable to Service Provider Fees to the applicable Service Provider to the extent not already paid by Consumer.

6.5 NO RETURN OF FUNDS AND NO CHARGEBACKS

Consumer acknowledges and agrees that Credzu will charge or debit Consumer's designated Payment Method for the Service Provider Fees incurred as described in the applicable Escrow Instructions and the Fee and ACH

Authorization Agreement and that once Credzu charges or debits the Consumer's designated Payment Method for the Service Provider Fees, the charge or debit is non-refundable, except as otherwise required by applicable law. Consumer also acknowledges and agrees that the Terms of Service provide a dispute resolution process as a way for Consumer resolve disputes.

CONSUMER AGREES NOT TO ASK ITS BANK OR OTHER PAYMENT METHOD PROVIDER TO CHARGE BACK ANY FEES CHARGED PURSUANT TO THE TERMS OF SERVICE FOR ANY REASON. A CHARGEBACK IN BREACH OF THE FOREGOING OBLIGATION IS A MATERIAL BREACH OF THE TERMS OF SERVICE. IF CONSUMER INITIATES A CHARGEBACK IN VIOLATION OF THIS AGREEMENT, CONSUMER AGREES THAT CREDZU MAY DISPUTE OR APPEAL THE CHARGEBACK AND INSTITUTE COLLECTION ACTION AGAINST CONSUMER AND TAKE SUCH OTHER ACTION IT DEEMS APPROPRIATE.

6.6 PAYMENT METHODS

Consumer must provide account information for at least one valid Payment Method by signing into their bank checking account and linking their account to Credzu.

Consumer hereby authorizes Credzu to charge Consumer's Payment Method for Escrow deposits and any other amounts owed under the Terms of Service. To the extent permitted by applicable law and subject to our Privacy Policy, you acknowledge and agree that we may use certain third-party vendors and service providers to process payments and manage your Payment Method information.

By providing Payment Method information through the Site and authorizing payments with the Payment Method, Consumer represents, warrants, and covenants that: (a) Consumer is legally authorized to provide such information; (b) Consumer is legally authorized to make payments using the Payment Method(s); (c) if Consumer is an employee or agent of a company or person that owns the Payment Method, that Consumer is authorized by the company or person to use the Payment Method to make payments on Credzu; and (d) such actions do not violate the terms and conditions applicable to Consumer's use of such Payment Method(s) or applicable law.

When Consumer authorizes a payment using a Payment Method via the Site, Consumer represents and warrants that there are sufficient funds or credit available to complete the payment using the designated Payment Method. To the extent that any amounts owed under this Agreement or the other Terms of Service cannot be collected from Consumers Payment Method(s), Consumer is solely responsible for paying such amounts by other means.

Credzu is not liable to any User if Credzu does not complete a transaction as a result of any limit by applicable law or your financial institution, or if a financial institution fails to honor any credit or debit to or from an account associated with such Payment Method. Credzu will make commercially reasonable efforts to work with any such affected Users to resolve such transactions in a manner consistent with this Agreement and any applicable Escrow Instructions.

6.7 U.S. DOLLARS AND FOREIGN CURRENCY CONVERSION

The Site operates in U.S. Dollars only.

7. NON-CIRCUMVENTION

7.1 MAKING PAYMENTS THROUGH CREDZU

Credzu only receives compensation when a Consumer and a Service Provider pay and receive payment through the Site (a "Credzu Relationship"). Therefore, for 24 months from the start of an Credzu Relationship, you agree to use the Site as your exclusive method to request, make, and receive all payments for work directly or indirectly with that person or arising out of your relationship with that person and not to circumvent the Payment Methods offered on the Site. If you use the Site 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 or its successor when acting in that capacity with respect to the other User.

You agree to notify Credzu immediately if a person suggests to you making or receiving payments other than through the Site or if you receive unsolicited contact outside of the Site. If you are aware of a breach or potential breach of this non-circumvention agreement, email info@credzu.com

You acknowledge and agree that a violation of this provision is a material breach of the Terms of Service.

If you choose to cease using the Site, you may pay a \$500.00 to Credzu for each User you wish to continue working with on whatever terms you agree after you cease using the Site.

7.2 COMMUNICATING THROUGH THE SITE; NOT SHARING CONTACT DETAILS

Users agree to use the communication services available on the Site to communicate with other Users prior to entering into a Service Contract. You agree that prior to entering into a Service Contract, you (a) will use Credzu as the sole manner to communicate with other Users; (b) will not provide your Means of Direct Contact (defined below) to any other User; (c) will not use Means of Direct Contact of another user to attempt to or to communicate with, solicit, contact, or find the contact information of a User outside of Credzu; (d) will not ask for, provide, or attempt to identify through public means the contact information of another User; and (e) you will not include any Means of Direct Contact or means by which your contact information could be discovered in any profile, proposal, job posting, invitation, or pre-hire communication through the Site's communications services (including in each case in any attached file).

For purposes of the Terms of Service "Means of Direct Contact" means any information that would allow another person to contact you directly, including, without limitation, phone number, email address, physical address, a link to a contact form or form requesting contact information, any link to an applicant management system or means to submit a proposal or application outside of the Site, or any information that would enable a user to contact you on social media or other website or platform or application that includes a communications tool, such as Skype, Slack, Wechat, or Facebook.

8. RECORDS OF COMPLIANCE

Users will each (a) create and maintain records to document satisfaction of their respective obligations under this Agreement, including, without limitation, their respective payment obligations and compliance with tax and employment laws, and (b) provide copies of such records to Credzu upon request. Nothing in this subsection requires or will be construed as requiring Credzu to supervise or monitor a User's compliance with this Agreement, the other Terms of Service, or a Service Contract. You are solely responsible for creation, storage, and backup of your business records. This Agreement and any registration for or subsequent use of the Site will not be construed as creating any responsibility on Credzu's part to store, backup, retain, or grant access to any information or data for any period.

9. WARRANTY DISCLAIMER

YOU AGREE NOT TO RELY ON THE SITE, THE SITE SERVICES, ANY INFORMATION ON THE SITE OR THE CONTINUATION OF THE SITE. THE SITE IS PROVIDED "AS IS" AND ON AN "AS AVAILABLE" BASIS. CREDZU MAKES NO REPRESENTATIONS OR WARRANTIES WITH REGARD TO THE SITE, THE SITE SERVICES, WORK PRODUCT, USER CONTENT, OR ANY ACTIVITIES OR ITEMS RELATED TO THIS AGREEMENT OR THE TERMS OF SERVICE. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, CREDZU DISCLAIMS ALL EXPRESS AND IMPLIED CONDITIONS, REPRESENTATIONS, AND WARRANTIES INCLUDING, BUT NOT LIMITED TO, THE WARRANTIES OF MERCHANTABILITY, ACCURACY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT.

10. LIMITATION OF LIABILITY

Credzu is not liable, and you agree not to hold us responsible, for any damages or losses arising out of or in connection with the Terms of Service, including, but not limited to:

- your use of or your inability to use our Site;

- delays or disruptions in our Site;
- viruses or other malicious software obtained by accessing, or linking to, our Site;
- glitches, bugs, errors, or inaccuracies of any kind in our Site;
- damage to your hardware device from the use of the Site;
- the content, actions, or inactions of third parties' use of the Site;
- a suspension or other action taken with respect to your Account;
- your reliance on the quality, accuracy, or reliability of Service Providers and their Services, ratings, recommendations, and feedback, or metrics found on, used on, or made available through the Site; and
- your need to modify practices, content, or behavior or your loss of or inability to do business, as a result of changes to the Terms of Service.

ADDITIONALLY, IN NO EVENT WILL CREDZU, OUR AFFILIATES, OUR LICENSORS, OR OUR THIRD-PARTY SERVICE PROVIDERS BE LIABLE FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY, OR INDIRECT COSTS OR DAMAGES, INCLUDING, BUT NOT LIMITED TO, LITIGATION COSTS, INSTALLATION AND REMOVAL COSTS, OR LOSS OF DATA, PRODUCTION, PROFIT, OR BUSINESS OPPORTUNITIES. THE LIABILITY OF CREDZU, OUR AFFILIATES, OUR LICENSORS, AND OUR THIRD-PARTY SERVICE PROVIDERS TO ANY USER FOR ANY CLAIM ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE OTHER TERMS OF SERVICE WILL NOT EXCEED THE LESSER OF: (A) \$500; OR (B) ANY FEES RETAINED BY CREDZU WITH RESPECT TO SERVICE CONTRACTS ON WHICH USER WAS INVOLVED AS CONSUMER OR SERVICE PROVIDER DURING THE SIX-MONTH PERIOD PRECEDING THE DATE OF THE CLAIM. THESE LIMITATIONS WILL APPLY TO ANY LIABILITY, ARISING FROM ANY CAUSE OF ACTION WHATSOEVER ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE OTHER TERMS OF SERVICE, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH COSTS OR DAMAGES AND EVEN IF THE LIMITED REMEDIES PROVIDED HEREIN FAIL OF THEIR ESSENTIAL PURPOSE.

11. RELEASE

In addition to the recognition that Credzu is not a party to any contract between Users, you hereby release Credzu, our Affiliates, and our respective officers, directors, agents, subsidiaries, joint ventures, employees and those who provide services to us from claims, demands, and damages (actual and consequential) of every kind and nature, known and unknown, arising out of or in any way connected with any dispute you have with another User, whether it be at law or in equity that exist as of the time you enter into this agreement. This release includes, for example and without limitation, any disputes regarding the performance, functions, and quality of the Service Provider Services provided to Consumer by a Service Provider and requests for refunds based upon disputes. Procedures regarding the handling of certain disputes between Users are discussed in the Escrow Instructions.

TO THE EXTENT APPLICABLE, YOU HEREBY WAIVE THE PROTECTIONS OF CALIFORNIA CIVIL CODE § 1542 (AND ANY ANALOGOUS LAW IN ANY OTHER APPLICABLE JURISDICTION) WHICH SAYS: "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."

12. INDEMNIFICATION

You will indemnify, defend, and hold harmless Credzu, our Affiliates, and our respective directors, officers, employees, representatives, and agents (each an "**Indemnified Party**") for all Indemnified Claims (defined below) and Indemnified Liabilities (defined below) relating to or arising out of: (a) the use of the Site by you or your agents, including any payment obligations or default incurred through use of the Site Services; (b) any Work Product or User Content developed, provided, or otherwise related to your use of the Site Services; (c) any Service Contract entered into by you or your agents, including, but not limited to, the classification of a Service Provider as an independent contractor; the classification of Credzu as an employer or joint employer of Service Provider; any employment-related claims, such as those relating to employment termination, employment discrimination, harassment, or retaliation; and any claims for unpaid wages or other compensation, overtime pay, sick leave, holiday or vacation pay, retirement benefits, worker's

compensation benefits, unemployment benefits, or any other employee benefits; (d) failure to comply with the Terms of Service by you or your agents; (e) failure to comply with applicable law by you or your agents; (f) negligence, willful misconduct, or fraud by you or your agents; and (g) defamation, libel, violation of privacy rights, unfair competition, or infringement of Intellectual Property Rights or allegations thereof. For purposes of this section, your agents include any person who has apparent authority to access or use your account demonstrated by using your username and password.

“Indemnified Claim” means any and all claims, damages, liabilities, costs, losses, and expenses (including reasonable attorneys’ fees and all related costs and expenses) arising from or relating to any claim, suit, proceeding, demand, or action brought by you or a third party or other User against an Indemnified Party.

“Indemnified Liability” means any and all claims, damages, liabilities, costs, losses, and expenses (including reasonable attorneys’ fees and all related costs and expenses) arising from or relating to any claim, suit, proceeding, demand, or action brought by an Indemnified Party against you or a third party or other User.

13. AGREEMENT TERM AND TERMINATION

13.1 TERMINATION

Unless both you and Credzu expressly agree otherwise in writing, either of us may terminate this Agreement in our sole discretion, at any time, without explanation, upon written notice to the other, which will result in the termination of the other Terms of Service as well, except as otherwise provided herein. You may provide written notice to info@credzu.com. In the event you properly terminate this Agreement, your right to use the Site is automatically revoked, and your Account will be closed. Credzu is not a party to any Service Contract between Users. Consequently, User understands and acknowledges that termination of this Agreement (or attempt to terminate this Agreement) does not terminate or otherwise impact any Service Contract or Service entered into between Users. If you attempt to terminate this Agreement while having one or more open Services, you agree (a) you hereby instruct Credzu to close any open contracts; (b) you will continue to be bound by this Agreement and the other Terms of Service until all such Services have closed on the Site; (c) Credzu will continue to perform those Site Services necessary to complete any open Service or related transaction between you and another User; and (d) 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 Service Contracts, whichever is later, to Credzu for any Site Services or such other amounts owed under the Terms of Service and to any Service Providers for any Service Provider Services.

Without limiting Credzu’s other rights or remedies, we may, but are not obligated to, temporarily or indefinitely revoke or limit access to the Site, deny your registration, or permanently revoke your access to the Site and refuse to provide any or all Site Services to you if: (i) you breach the letter or spirit of any terms and conditions of this Agreement or any other provisions of the Terms of Service; (ii) we suspect or become aware that you have provided false or misleading information to us; or (iii) we believe, in our sole discretion, that your actions may cause legal liability for you, our Users, or Credzu; may be contrary to the interests of the Site or the User community; or may involve illicit or illegal activity. If your Account is temporarily or permanently closed, you may not use the Site under the same Account or a different Account or reregister under a new Account without Credzu’s prior written consent. If you attempt to use the Site under a different Account, we reserve the right to reclaim available funds in that Account and/or use an available Payment Method to pay for any amounts owed by you.

You acknowledge and agree that the value, reputation, and goodwill of the Site depend on transparency of User’s Account status to all Users, including both yourself and other Users who have entered into Service Contracts with you. You therefore agree as follows: **IF CREDZU DECIDES TO TEMPORARILY OR PERMANENTLY CLOSE YOUR ACCOUNT, CREDZU HAS THE RIGHT WHERE ALLOWED BY LAW BUT NOT THE OBLIGATION TO: (A) NOTIFY OTHER USERS THAT HAVE ENTERED INTO SERVICE CONTRACTS WITH YOU TO INFORM THEM OF YOUR CLOSED ACCOUNT STATUS, (B) PROVIDE THOSE USERS WITH A SUMMARY OF THE REASONS FOR YOUR ACCOUNT CLOSURE. YOU AGREE THAT CREDZU 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.**

13.2 ACCOUNT DATA ON CLOSURE

Except as otherwise required by law, if your Account is closed for any reason, you will no longer have access to data, messages, files, or other material you keep on the Site and any closure of your Account may involve deletion of any content stored in your Account for which Credzu will have no liability whatsoever. Credzu, in its sole discretion and as permitted or required by law, may retain some or all of your Account information.

13.3 SURVIVAL

After this Agreement terminates, the terms of this Agreement and the other Terms of Service that expressly or by their nature contemplate performance after this Agreement terminates or expires will survive and continue in full force and effect. For example, the provisions requiring arbitration, permitting audits, protecting intellectual property, requiring non-circumvention, indemnification, payment of fees, reimbursement and setting forth limitations of liability each, by their nature, contemplate performance or observance after this Agreement terminates. Without limiting any other provisions of the Terms of Service, the termination of this Agreement for any reason will not release you or Credzu from any obligations incurred prior to termination of this Agreement or that thereafter may accrue in respect of any act or omission prior to such termination.

14. DISPUTES BETWEEN YOU AND CREDZU

14.1 DISPUTE PROCESS, ARBITRATION, AND SCOPE

If a dispute arises between you and Credzu, our goal is to resolve the dispute quickly and cost-effectively. Accordingly, you and Credzu agree to resolve any claim, dispute, or controversy that arises out of or relates to this Agreement, the other Terms of Service, any Service Contract with a Service Provider, your relationship with Credzu (including without limitation any claimed employment with Credzu or one of our Affiliates or successors), the termination of your relationship with Credzu, or the Site Services (each, a “**Claim**”) in accordance with this Section (sometimes referred to as the “**Arbitration Provision**”).

Claims covered by this Arbitration Provision include, but are not limited to, all claims, disputes, or controversies arising out of or relating to this Agreement, the Site, Site Services, the Terms of Service, any Service Contract, escrow payments or agreements, any payments or monies you claim are due to you from Credzu or our Affiliates or successors, trade secrets, unfair competition, false advertising, consumer protection, privacy, compensation, classification, minimum wage, seating, expense reimbursement, overtime, breaks and rest periods, termination, discrimination, retaliation or harassment and claims arising under the Defend Trade Secrets Act of 2016, Civil Rights Act of 1964, Rehabilitation Act, Civil Rights Acts of 1866 and 1871, Civil Rights Act of 1991, the Pregnancy Discrimination Act, Americans With Disabilities Act, Age Discrimination in Employment Act, Family Medical Leave Act, Fair Labor Standards Act, Employee Retirement Income Security Act (except for claims for employee benefits under any benefit plan sponsored by the Company and (a) covered by the Employee Retirement Income Security Act of 1974 or (b) funded by insurance), Affordable Care Act, Genetic Information Non-Discrimination Act, Uniformed Services Employment and Reemployment Rights Act, Worker Adjustment and Retraining Notification Act, Older Workers Benefits Protection Act of 1990, Occupational Safety and Health Act, Consolidated Omnibus Budget Reconciliation Act of 1985, False Claims Act, the Federal Credit Repair Organizations Act or any State equivalent, the Telemarketing Sales Rule or any State equivalent, state statutes or regulations addressing the same or similar subject matters, and all other federal or state legal claims arising out of or relating to your relationship with Credzu or the termination of that relationship.

14.2 CHOICE OF LAW

The Site Terms of Use, the other Terms of Service, and any Claim will be governed by and construed in accordance with the laws of the State of Florida, without regard to its conflict of law provisions. This Arbitration Provision is governed by the Federal Arbitration Act (9 U.S.C. §§ 1 et seq.).

14.3 INFORMAL DISPUTE RESOLUTION

Before serving a demand for arbitration of a Claim, you agree to first notify Credzu of the Claim. You agree to notify Credzu of the Claim at Attn: Legal, 1980 N. Atlantic Ave. Suite 125 Cocoa Beach, FL 32931 or by email to info@credzu.com (a “Notice”). You and Credzu then will seek informal voluntary resolution of the Claim. Any Notice must include pertinent account information, a brief description of the Claim, and contact information, so that you or Credzu, as applicable, may evaluate the Claim and attempt to informally resolve the Claim. Both you and Credzu will have 60 days from the date of the receipt of the Notice to informally resolve the Claim, which, if successful, will avoid the need for further action.

14.4 BINDING ARBITRATION AND CLASS ACTION/JURY TRIAL WAIVER (DOES NOT APPLY TO USERS LOCATED OUTSIDE THE UNITED STATES AND ITS TERRITORIES)

This Arbitration Provision applies to all Users except Users.

In the unlikely event the parties are unable to resolve a Claim within 60 days of the receipt of the applicable Notice, you and Credzu agree to resolve the Claim by final and binding arbitration before an arbitrator from JAMS, instead of a court or jury. JAMS may be contacted at www.jamsadr.com.

14.4.1. SCOPE OF ARBITRATION AGREEMENT AND CONDUCT OF ARBITRATION

This Arbitration Provision applies to any Claim (defined above) the parties may have and survives after your relationship with Credzu ends. Claims covered by this Arbitration Provision include, but are not limited to, all claims, disputes or controversies arising out of or relating to this Agreement, the Terms of Service. This Arbitration Provision is intended to apply to the resolution of disputes that otherwise would be resolved in a court of law or before a forum other than arbitration. If for any reason JAMS will not administer the arbitration, either party may apply to a court of competent jurisdiction with authority over the location where the arbitration will be conducted for appointment of a neutral arbitrator.

Except as otherwise provided herein, arbitration will be conducted in Brevard County, Florida in accordance with the JAMS Comprehensive Arbitration Rules and Procedures’ Optional Expedited Arbitration Procedures then in effect. Arbitration of disputes brought by a User that allege a violation of a consumer protection statute also will be subject to the JAMS Consumer Arbitration Minimum Standards, and such arbitrations will be conducted in the same state and within 25 miles of where the User is located. Claims by Service Providers that allege employment or worker classification disputes or will be conducted in the state and within 25 miles of where Service Provider is located in accordance with the JAMS Employment Arbitration Rules and Procedures then in effect. The applicable JAMS arbitration rules may be found at www.jamsadr.com or by searching online for “JAMS Comprehensive Arbitration Rules and Procedures,” “JAMS Employment Arbitration Rules,” or “JAMS Consumer Arbitration Minimum Standards.” Any dispute regarding the applicability of a particular set of JAMS rules shall be resolved exclusively by the arbitrator. Any party will have the right to appear at the arbitration by telephone and/or video rather than in person.

You and Credzu will follow the applicable JAMS rules with respect to arbitration fees. In any arbitration under the JAMS Employment Arbitration Rules and Procedures, the Service Provider will pay JAMS arbitration fees only to the extent those fees are no greater than the filing or initial appearance fees applicable to court actions in the jurisdiction where the arbitration will be conducted, with Credzu to make up the difference, if any. In any arbitration under the JAMS Comprehensive Arbitration Rules and Procedures’ Optional Expedited Arbitration Procedures then in effect in which a User makes a claim under a consumer protection statute, the User will pay JAMS arbitration fees only to the extent those fees are no greater than the filing or initial appearance fees applicable to court actions in the jurisdiction where the arbitration will be conducted, or \$250.00, whichever is less, with Credzu to make up the difference, if any. The arbitrator must follow applicable law and may award only those remedies that would have applied had the matter been heard in court. Judgment may be entered on the arbitrator’s decision in any court having jurisdiction.

Notwithstanding any other provision of this Agreement, no amendment to this Arbitration Provision will apply to any matter pending in an arbitration proceeding brought under this Section 14 unless all parties to that arbitration consent in writing to that amendment.

This Arbitration Provision also does not apply to claims for workers compensation, state disability insurance or

unemployment insurance benefits.

Nothing in this Arbitration Provision prevents you from making a report to or filing a claim or charge with a government agency, including without limitation the Equal Employment Opportunity Commission, U.S. Department of Labor, U.S. Securities and Exchange Commission, National Labor Relations Board, or Office of Federal Contract Compliance Programs. Nothing in this Arbitration Provision prevents the investigation by a government agency of any report, claim or charge otherwise covered by this Arbitration Provision. This Arbitration Provision also does not prevent federal administrative agencies from adjudicating claims and awarding remedies based on those claims, even if the claims would otherwise be covered by this Arbitration Provision. Nothing in this Arbitration Provision prevents or excuses a party from satisfying any conditions precedent and/or exhausting administrative remedies under applicable law before bringing a claim in arbitration. Credzu will not retaliate against you for filing a claim with an administrative agency or for exercising rights (individually or in concert with others) under Section 7 of the National Labor Relations Act.

14.4.2. INTERPRETATION AND ENFORCEMENT OF THIS ARBITRATION PROVISION

This Arbitration Provision is the full and complete agreement relating to the formal resolution of Claims. Except as otherwise provided in this Arbitration Provision, this Arbitration Provision covers, and the arbitrator shall have exclusive jurisdiction to decide, all disputes arising out of or relating to the interpretation, enforcement, or application of this Arbitration Provision, including the enforceability, revocability, scope, or validity of the Arbitration Provision or any portion of the Arbitration Provision. All such matters shall be decided by an arbitrator and not by a court. The parties expressly agree that the arbitrator and not a court will decide any question of whether the parties agreed to arbitrate, including but not limited to any claim that all or part of this Arbitration Provision, this Agreement, or any other part of the Terms of Service is void or voidable.

In the event any portion of this Arbitration Provision is deemed unenforceable, the remainder of this Arbitration Provision will be enforceable. If any portion of the Class Action Waiver, below, of this Arbitration Provision is deemed to be unenforceable, you and Credzu agree that this Arbitration Provision will be enforced to the fullest extent permitted by law.

14.4.3. CLASS AND COLLECTIVE WAIVER

Private attorney general representative actions under the California Labor Code are not arbitrable, not within the scope of this Arbitration Provision and may be maintained in a court of law. However, this Arbitration Provision affects your ability to participate in class or collective actions. Both you and Credzu agree to bring any dispute in arbitration on an individual basis only, and not on a class or collective basis on behalf of others. There will be no right or authority for any dispute to be brought, heard or arbitrated as a class or collective action, or as a member in any such class or collective proceeding ("Class Action Waiver"). Notwithstanding any other provision of this Agreement or the JAMS rules, disputes regarding the enforceability, revocability, scope, or validity or breach of the Class Action Waiver may be resolved only by a civil court of competent jurisdiction and not by an arbitrator. In any case in which (1) the dispute is filed as a class or collective action and (2) there is a final judicial determination that all or part of the Class Action Waiver is unenforceable, the class or collective action to that extent must be litigated in a civil court of competent jurisdiction, but the portion of the Class Action Waiver that is enforceable shall be enforced in arbitration. You and Credzu agree that you will not be retaliated against, disciplined or threatened with discipline as a result of your filing or participating in a class or collective action in any forum. However, Credzu may lawfully seek enforcement of this Arbitration Provision and the Class Action Waiver under the Federal Arbitration Act and seek dismissal of such class or collective actions or claims.

14.4.5. Enforcement of this Arbitration Provision.

The Arbitration Provision of this Agreement replaces all prior agreements regarding the arbitration of disputes and is the full and complete agreement relating to the formal resolution of disputes covered by this Arbitration Provision. In the event any portion of this Arbitration Provision is deemed unenforceable, the remainder of this Arbitration Provision will be enforceable. If any portion of the Class Action Waiver, above, is deemed to be unenforceable, you and Credzu agree that this Arbitration Provision will be enforced to the fullest extent permitted by law.

15. GENERAL

15.1 ENTIRE AGREEMENT

This Agreement, together with the other Terms of Service, sets forth the entire agreement and understanding between you and Credzu relating to the subject matter hereof and thereof and cancels and supersedes any prior or contemporaneous discussions, agreements, representations, warranties, and other communications between you and us, written or oral, to the extent they relate in any way to the subject matter hereof and thereof. The section headings in the Terms of Service are included for ease of reference only and have no binding effect. Even though Credzu drafted the Terms of Service, you represent that you had ample time to review and decide whether to agree to the Terms of Service. If an ambiguity or question of intent or interpretation of the Terms of Service arises, no presumption or burden of proof will arise favoring or disfavoring you or Credzu because of the authorship of any provision of the Terms of Service.

15.2 MODIFICATIONS; WAIVER

No modification or amendment to the Terms of Service will be binding upon Credzu unless they are agreed in a written instrument signed by a duly authorized representative of Credzu or posted on the Site by Credzu. Our failure to act with respect to a breach by you or others does not waive our right to act with respect to subsequent or similar breaches. We do not guarantee we will take action against all breaches of this User Agreement.

15.3 ASSIGNABILITY

User may not assign the Terms of Service, or any of its rights or obligations hereunder, without Credzu's prior written consent in the form of a written instrument signed by a duly authorized representative of Credzu. Credzu may freely assign this Agreement and the other Terms of Service without User's consent. Any attempted assignment or transfer in violation of this subsection will be null and void. Subject to the foregoing restrictions, the Terms of Service are binding upon and will inure to the benefit of the successors, heirs, and permitted assigns of the parties.

15.4 SEVERABILITY; INTERPRETATION

If and to the extent any provision of this Agreement or the other Terms of Service is held illegal, invalid, or unenforceable in whole or in part under applicable law, such provision or such portion thereof will be ineffective as to the jurisdiction in which it is illegal, invalid, or unenforceable to the extent of its illegality, invalidity, or unenforceability and will be deemed modified to the extent necessary to conform to applicable law so as to give the maximum effect to the intent of the parties. The illegality, invalidity, or unenforceability of such provision in that jurisdiction will not in any way affect the legality, validity, or enforceability of such provision in any other jurisdiction or of any other provision in any jurisdiction.

15.5 FORCE MAJEURE

The parties to this Agreement will not be responsible for the failure to perform, or any delay in performance of, any obligation hereunder for a reasonable period due to labor disturbances, accidents, fires, floods, telecommunications or Internet failures, strikes, wars, riots, rebellions, blockades, acts of government, governmental requirements and regulations or restrictions imposed by law or any other conditions beyond the reasonable control of such party.

15.6 PREVAILING LANGUAGE AND LOCATION

The English language version of the Terms of Service will be controlling in all respects and will prevail in case of any inconsistencies with translated versions, if any. The Site is controlled and operated from our facilities in the United States.

15.7 ACCESS OF THE SITE OUTSIDE THE UNITED STATES

Credzu makes no representations that the Site is appropriate or available for use outside of the United States. Those

who access or use the Site from other jurisdictions do so at their own risk and are entirely responsible for compliance with all applicable foreign, United States, state, and local laws and regulations, including, but not limited to, export and import regulations, including the Export Administration Regulations maintained by the United States Department of Commerce and the sanctions programs maintained by the Department of the Treasury Office of Foreign Assets Control. You must not directly or indirectly sell, export, re-export, transfer, divert, or otherwise dispose of any software or service to any end user without obtaining any and all required authorizations from the appropriate government authorities. You also warrant that you are not prohibited from receiving U.S. origin products, including services or software.

In order to access or use the Site, you must and hereby represent that you are not: (a) a citizen or resident of a geographic area in which access to or use of the Site is prohibited by applicable law, decree, regulation, treaty, or administrative act; (b) a citizen or resident of, or located in, a geographic area that is subject to U.S. or other sovereign country sanctions or embargoes; or (c) an individual, or an individual employed by or associated with an entity, identified on the U.S. Department of Commerce Denied Persons or Entity List, the U.S. Department of Treasury Specially Designated Nationals or Blocked Persons Lists, or the U.S. Department of State Debarred Parties List or otherwise ineligible to receive items subject to U.S. export control laws and regulations or other economic sanction rules of any sovereign nation. You agree that if your country of residence or other circumstances change such that the above representations are no longer accurate, that you will immediately cease using the Site and your license to use the Site will be immediately revoked.

15.8 CONSENT TO USE ELECTRONIC RECORDS

In connection with the Site Terms of Use, you may be entitled to receive, or we may otherwise provide, certain records from Credzu, such as contracts, notices, and communications, in writing. To facilitate your use of the Site, you give us permission to provide these records to you electronically instead of in paper form.