

## JAMBR TERMS OF SERVICE AND MARKETPLACE USER AGREEMENT

These Terms of Service and Marketplace User Agreement (“**Terms**”) constitute a legally binding agreement between you and **Jambr LLC**, a Wyoming limited liability company (“**Jambr**,” “**we**,” “**us**,” or “**our**”), governing your access to and use of the Jambr website, mobile applications, provider portal, software, communications systems, payment functionality, and related products and services (collectively, the “**Platform**”).

Jambr operates a technology-enabled marketplace that enables individuals and businesses seeking services (“**Customers**”) to discover, communicate with, book, and pay independent individuals or businesses offering services (“**Providers**”).

Customers and Providers are collectively referred to as “**Users**.”

**PLEASE READ THESE TERMS CAREFULLY. THEY CONTAIN IMPORTANT PROVISIONS CONCERNING YOUR LEGAL RIGHTS, INCLUDING DISCLAIMERS, LIMITATIONS OF LIABILITY, INDEMNIFICATION OBLIGATIONS, AND A BINDING ARBITRATION AGREEMENT AND CLASS-ACTION WAIVER IN SECTION 32.**

By creating an account, clicking a button indicating acceptance, requesting or accepting a booking, making or receiving a payment, accessing the Platform, or otherwise using Jambr, you acknowledge that you have read, understood, and agree to these Terms.

If you do not agree, you may not use the Platform.

### 1. ELIGIBILITY

You must be at least eighteen (18) years old and legally capable of entering into a binding agreement to use Jambr.

If you use Jambr on behalf of a company, organization, household, or other entity, you represent that you have authority to bind that entity to these Terms.

You may not use the Platform if you have previously been permanently suspended or removed from Jambr unless Jambr expressly authorizes your return.

Jambr may impose additional eligibility requirements for particular services, locations, Providers, or features.

### 2. THE JAMBR MARKETPLACE

Jambr provides technology that facilitates connections and transactions between Customers and independent Providers.

Except where Jambr expressly states otherwise:

1. Jambr does not itself perform the services listed by Providers.
2. Providers, not Jambr, determine whether to offer or accept particular jobs.
3. Providers generally determine their own prices, availability, service areas, working methods, tools, and service offerings, subject to applicable law and marketplace standards.
4. Customers select the Provider from whom they wish to purchase services.
5. The agreement for the underlying service is between the Customer and the Provider.
6. Jambr is not a party to the performance of the underlying service merely because the booking or payment is facilitated through the Platform.

Jambr may establish marketplace rules, service categories, safety requirements, quality standards, verification requirements, payment procedures, pricing-display requirements, cancellation rules, and other policies necessary to operate the Platform.

Such marketplace standards do not make Jambr the employer, principal, partner, joint venturer, or agent of a Provider.

Nothing in these Terms determines any legal relationship that may independently arise between a Customer and Provider under applicable law.

### 3. NO EMPLOYMENT OR AGENCY RELATIONSHIP WITH PROVIDERS

Providers participate in the Platform as independent businesses or independent service professionals and not as employees of Jambr.

Subject to marketplace rules and applicable law, Providers may:

- determine when they are available;
- accept or decline booking opportunities;
- determine the services they offer;
- establish their prices;
- provide services through other platforms or independently;
- operate their own independent businesses; and
- determine the manner and means by which an accepted service is performed.

Jambr does not guarantee Providers any particular number of bookings, minimum earnings, work schedule, territory, or income.

Providers are responsible for their own equipment, tools, transportation, employees or permitted subcontractors, business expenses, licenses, taxes, insurance, and other costs associated with their businesses unless Jambr expressly agrees otherwise in writing.

Providers have no authority to enter into contracts on Jambr's behalf or otherwise bind Jambr.

Nothing in these Terms overrides any classification or employment rights that cannot lawfully be waived.

#### 4. USER ACCOUNTS

Certain Platform functionality requires an account.

You agree to provide accurate, complete, current, and truthful information and to update that information when necessary.

You may not:

- impersonate another person;
- create an account using false information;
- maintain accounts for fraudulent or deceptive purposes;
- transfer or sell your account;
- allow unauthorized persons to use your account; or
- create a new account to circumvent a suspension, restriction, or ban.

You are responsible for maintaining the confidentiality and security of your login credentials and for activity occurring through your account to the extent permitted by law.

You must promptly notify Jambr at **support@jambr.net** if you believe your account or payment information has been compromised.

Jambr may require identity verification, multi-factor authentication, or other security procedures.

#### 5. PROVIDER ONBOARDING AND VERIFICATION

Providers may be required to complete onboarding procedures before listing or performing services.

Depending on the service category and location, these procedures may include:

- identity verification;
- verification of government-issued identification;
- business information;
- tax information;
- payment-account verification;
- professional licenses;
- permits;
- certificates;
- proof of insurance;
- references;
- credential verification;
- background screening; and
- other trust or safety checks.

Jambr may use third-party service providers to conduct or facilitate verification.

Where applicable law requires a separate disclosure, authorization, consent, or other procedure in connection with a background report or similar screening process, Jambr may provide that documentation separately. Agreement to these Terms does not replace any separate consent or disclosure required by law.

#### Verification Is Not a Guarantee

A verification badge, background screening result, identity check, credential review, rating, review, or similar Jambr feature is intended to provide marketplace information only.

**JAMBR DOES NOT WARRANT OR GUARANTEE THAT A PERSON WHO PASSES A VERIFICATION PROCESS IS SAFE, HONEST, COMPETENT, QUALIFIED, LICENSED FOR EVERY POSSIBLE TASK, OR OTHERWISE SUITABLE FOR A PARTICULAR CUSTOMER OR SERVICE.**

Screening information may be incomplete, inaccurate, outdated, unavailable, or subject to legal limitations.

Customers remain responsible for deciding whether a Provider is suitable for their particular needs.

Jambr may reverify Providers or require updated documentation at any time.

#### 6. PROVIDER LICENSES, PERMITS AND INSURANCE

Each Provider is solely responsible for determining and maintaining all licenses, certifications, registrations, permits, insurance policies, and other legal requirements applicable to the Provider and the services offered.

A Provider may not offer or perform a regulated service unless legally authorized to do so in the jurisdiction where the service is performed.

Jambr may request evidence of compliance but has no obligation to independently monitor every requirement applicable to every Provider.

Jambr's acceptance of documentation does not constitute legal advice or a determination that a Provider satisfies every applicable law.

Providers must immediately notify Jambr if a required license, certification, permit, registration, insurance policy, or other authorization expires, is suspended, is revoked, or becomes materially restricted.

#### 7. BOOKINGS AND SERVICE AGREEMENTS

A Customer may use the Platform to request, schedule, or book services.

A booking becomes binding between the Customer and Provider when accepted or confirmed through the Platform, subject to any applicable cancellation rights.

The service agreement between the Customer and Provider generally consists of:

- the service category;
- job description;
- Customer-provided information and photographs;
- Provider quote or listed price;
- scheduled date and time;
- agreed duration, if applicable;
- agreed materials or expenses;
- authorized modifications;
- applicable booking-specific terms; and
- applicable Jambr policies.

Providers are responsible for reviewing booking details before accepting a job.

Customers are responsible for providing reasonably complete and accurate information regarding the work requested.

Jambr does not guarantee that any Provider will accept a booking, arrive at a particular time, complete a service within an estimated time, or achieve a particular result.

## 8. PRICES, QUOTES AND ADDITIONAL WORK

Prices displayed through Jambr may consist of Provider charges, materials, taxes, Platform fees, payment-processing charges, or other amounts disclosed before checkout.

Where the Platform displays a fixed accepted quote, the Provider may not increase that quote solely after accepting the booking.

If the scope of work materially changes, previously unknown conditions are discovered, additional materials are required, or the Customer requests additional work, the Provider may propose an updated price.

**A Customer must approve material additional charges before the additional work is performed whenever reasonably practicable.**

Jambr may provide suggested or market-based pricing information. Such recommendations are informational and do not prevent a Provider from independently setting prices except where a specific service or promotion expressly uses standardized pricing.

Customers should not pay Providers outside Jambr for services booked through Jambr unless the Platform expressly authorizes such payment.

## 9. PAYMENTS

Jambr facilitates payment transactions through third-party payment processors, including Stripe.

By providing a payment method or completing a booking, a Customer authorizes Jambr and its payment-processing partners to initiate charges, authorization holds, adjustments, refunds, credits, and other transactions reasonably necessary to process the booking.

Depending on the transaction structure, Jambr or its payment processor may:

- verify a payment method before service;
- place an authorization hold;
- charge after service completion;
- charge when a booking is confirmed;
- retain or delay disbursement while a transaction is pending;
- make adjustments for additional authorized work;
- issue refunds or credits; or
- reverse or recover payments in connection with disputes, fraud, refunds, or chargebacks.

The precise timing and amount shown at checkout or in the booking confirmation will control for that transaction.

An authorization hold or payment-processing delay does not mean Jambr is operating a bank, deposit account, fiduciary account, trust, or escrow service.

Customers must maintain a valid payment method with sufficient funds or credit to satisfy authorized charges.

## 10. STRIPE AND THIRD-PARTY PAYMENT SERVICES

Payment services may be provided by Stripe or another third-party processor.

Providers may be required to establish or connect a Stripe account and agree to Stripe's applicable agreements, including any Stripe Connected Account Agreement or Stripe Services Agreement applicable to them.

Providers authorize Jambr and its payment-processing partners to collect amounts from Customers and to deduct applicable commissions, fees, refunds, chargebacks, adjustments, reserves, taxes, or other amounts properly due before remitting the remaining balance.

Jambr is not responsible for delays caused solely by banks, card networks, Stripe, payment processors, compliance reviews, incorrect banking information, banking holidays, or circumstances outside Jambr's reasonable control.

## 11. JAMBR COMMISSIONS AND PROVIDER FEES

Jambr may charge Providers a commission or Platform fee for bookings completed through Jambr.

The applicable commission rate will be disclosed through the Platform, Provider dashboard, pricing page, or other applicable Provider materials.

Jambr currently operates a tiered commission model and may modify commission rates prospectively.

Unless a shorter period is required to comply with law or address fraud, security, payment-processing costs, or material operational changes, Jambr will use commercially reasonable efforts to provide Providers advance notice before materially changing standard commission rates.

A commission change will not retroactively change the commission applicable to a booking already accepted unless expressly agreed by the Provider.

Jambr may offer promotional, negotiated, category-specific, enterprise, geographic, or Provider-specific fee structures.

## 12. PROVIDER PAYOUTS

Provider payouts are generally processed according to the payout schedule displayed in the Provider dashboard or applicable Provider policy.

Estimated payout dates are not guarantees of bank settlement.

Jambr may delay, offset, reverse, or withhold payouts where reasonably necessary to address:

- a refund;
- chargeback;
- payment dispute;
- suspected fraud;
- duplicate payment;
- service complaint;
- violation of these Terms;
- legal or regulatory obligation;
- negative account balance;
- processor reserve;
- identity or compliance review; or
- another amount reasonably believed to be owed by the Provider.

Jambr may establish reasonable reserves where transaction history, fraud risk, dispute activity, or processor requirements justify doing so.

Jambr will not intentionally withhold undisputed Provider funds longer than reasonably necessary.

## 13. TIPS

Where tipping functionality is available, Customers may voluntarily tip Providers.

Jambr does not retain a Platform commission from a tip designated to a Provider.

Tips remain subject to applicable tax, payment-processing, reversal, and legal requirements.

Providers may not pressure or mislead Customers into providing tips.

#### 14. TAXES

Users are responsible for taxes applicable to their activities except to the extent Jambr is legally required to calculate, collect, withhold, report, or remit a tax.

Providers are responsible for determining their own income-tax, self-employment-tax, sales-tax, business-license, payroll, and other tax obligations associated with the services they perform.

Providers must provide accurate tax information requested by Jambr or its payment partners.

Jambr may issue tax forms or provide information to tax authorities when required by law.

Nothing provided through Jambr constitutes tax advice.

#### 15. CANCELLATIONS AND RESCHEDULING

Unless different terms are clearly disclosed for a particular booking or service category:

##### Customer Cancellations

A Customer who cancels more than twenty-four (24) hours before the scheduled service time will generally be eligible for a refund of amounts charged for the underlying service.

A cancellation occurring within twenty-four (24) hours of the scheduled service may result in a cancellation fee of up to fifty percent (50%) of the booking amount.

A Customer who cancels after the Provider has arrived, materially begun traveling in reliance on the booking, purchased non-refundable approved materials, or begun performing the service may be responsible for additional reasonable amounts disclosed or permitted by applicable policy.

Jambr may waive cancellation fees in appropriate circumstances, including documented emergencies or Provider-related issues.

##### Provider Cancellations

Providers should cancel accepted bookings only when reasonably necessary.

Repeated, last-minute, avoidable, or abusive cancellations may affect ranking, availability, or account status.

If a Provider cancels and the service cannot reasonably be reassigned, the Customer will not be charged for unperformed services and will receive any refund required under these Terms or applicable law.

##### Rescheduling

A rescheduled booking may be treated as a cancellation if the requested change occurs within the applicable cancellation window and the other party cannot accommodate the new time.

## 16. LATE ARRIVALS AND NO-SHOWS

Users should communicate promptly through the Platform regarding expected delays.

A Customer who is unavailable, fails to provide required access, or otherwise prevents the Provider from reasonably commencing an accepted booking may be treated as having cancelled the booking.

A Provider who fails to arrive within a reasonable period without communication may be treated as a Provider cancellation.

Jambr may determine the appropriate cancellation fee, refund, credit, rebooking, or other remedy based on the circumstances and applicable policy.

## 17. SATISFACTION SUPPORT, COMPLAINTS AND REFUNDS

Jambr wants Customers to have a satisfactory marketplace experience.

Customers who believe a service was materially incomplete, improperly performed, inconsistent with the agreed booking, or otherwise deficient should notify Jambr through the Platform or at **support@jambr.net** as soon as reasonably possible and generally within forty-eight (48) hours after the service.

Jambr may request photographs, messages, receipts, descriptions, or other evidence reasonably necessary to investigate.

Depending on the circumstances, Jambr may facilitate:

- correction or completion by the original Provider;
- re-performance by another Provider;
- a partial refund;
- a full refund;
- Platform credit; or
- another reasonable resolution.

The appropriate remedy depends on the circumstances.

The Jambr satisfaction-support program does not constitute insurance and does not guarantee compensation for every loss, dissatisfaction, accident, property-damage claim, or dispute.

Claims involving intentional misconduct, personal injury, substantial property damage, insurance matters, criminal conduct, or other serious events may require a different investigation process.

Nothing in this section limits any refund or remedy required by applicable law.

## 18. CHARGEBACKS AND PAYMENT DISPUTES

Customers retain any chargeback or payment-dispute rights provided by their card issuer or applicable law.

However, Users are encouraged to contact Jambr first so that Jambr has an opportunity to investigate and resolve the issue.

Knowingly filing a false, duplicative, abusive, or fraudulent chargeback may result in account restrictions and recovery of amounts improperly reversed.

Providers agree that refunds, reversals, and chargebacks relating to their bookings may be deducted from future payouts or otherwise recovered where the Provider is responsible for the underlying amount.

## 19. CUSTOMER RESPONSIBILITIES

Customers agree to:

1. provide accurate information concerning the requested service;
2. disclose known conditions that could materially affect the work or safety of the Provider;
3. provide lawful and reasonably safe access to the service location;
4. obtain landlord, property-owner, condominium, homeowners-association, building-management, or other permissions when required;
5. secure dangerous animals where reasonably necessary;
6. supervise minors where appropriate;
7. identify hazardous substances, unsafe structures, electrical hazards, weapons, aggressive animals, or other material risks known to the Customer;
8. treat Providers respectfully;
9. not request unlawful or unsafe work;
10. pay properly authorized charges; and
11. not pressure a Provider to violate licensing, safety, legal, or Jambr requirements.

Customers are responsible for ensuring that they have authority to request work on the property or items involved.

## 20. PROVIDER RESPONSIBILITIES

Providers agree to:

1. provide truthful information concerning identity, qualifications, experience, credentials, licenses, insurance, services, and availability;
2. perform accepted services professionally and with reasonable care;
3. perform only work they are legally and reasonably competent to perform;
4. comply with applicable laws, regulations, codes, permits, professional standards, and safety requirements;
5. maintain required licenses, registrations, and insurance;

6. arrive within a reasonable time or promptly communicate delays;
7. use appropriate tools, equipment, protective equipment, and safety procedures;
8. respect Customers, their property, privacy, families, neighbors, and pets;
9. accurately represent materials and expenses;
10. obtain authorization for material additional charges whenever reasonably practicable;
11. not substitute another person to perform a booking unless permitted under Jambr policy and any required verification has been completed;
12. protect Customer information;
13. comply with Jambr's marketplace and Trust & Safety policies;
14. promptly report serious safety incidents; and
15. cooperate reasonably with Jambr investigations.

Providers remain solely responsible for the quality and legality of the underlying services they perform.

## 21. SAFETY AND EMERGENCIES

Jambr is not an emergency-response service.

**DO NOT USE JAMBR TO REQUEST POLICE, FIRE, AMBULANCE, EMERGENCY MEDICAL, GAS-LEAK, ACTIVE ELECTRICAL-FIRE, IMMEDIATE SECURITY, OR OTHER EMERGENCY RESPONSE.**

In an emergency, contact the appropriate emergency service.

A Provider may decline to begin or may stop work if the Provider reasonably believes that conditions are unsafe, illegal, materially different from those disclosed, or beyond the Provider's qualifications.

A Customer may similarly end a service interaction if the Customer reasonably feels unsafe.

Users should immediately report serious safety incidents to Jambr and, when appropriate, law enforcement or emergency authorities.

## 22. PROHIBITED SERVICES AND CONDUCT

Users may not use Jambr to request, advertise, facilitate, perform, or pay for:

- illegal activity;
- fraud or deception;
- theft or handling stolen property;
- violence or threats;
- sexual services;
- trafficking or exploitation;
- illegal drugs;
- unlawful weapons-related services;
- unauthorized surveillance;
- hacking or malicious computer access;

- identity theft;
- money laundering;
- services requiring a license the Provider does not possess;
- activities that intentionally damage property;
- discrimination prohibited by applicable law; or
- any other activity Jambr reasonably determines creates an unacceptable legal, safety, fraud, or reputational risk.

Users also may not:

- harass, threaten, stalk, intimidate, or abuse another User;
- discriminate unlawfully;
- submit false reviews;
- manipulate ratings;
- create fake bookings;
- abuse promotions;
- misuse payment cards;
- scrape or harvest Platform data without authorization;
- reverse engineer protected Platform technology except where legally permitted;
- introduce malware;
- attempt unauthorized access;
- interfere with Platform operation;
- misuse another User's personal information;
- impersonate Jambr;
- falsely claim affiliation with Jambr; or
- encourage another person to violate these Terms.

Jambr may refuse or remove a service category, listing, booking, User, or transaction that creates unacceptable risk even if the specific conduct is not expressly listed above.

## 23. OFF-PLATFORM TRANSACTIONS AND CIRCUMVENTION

Jambr invests resources in connecting Customers and Providers, facilitating payments, supporting bookings, resolving disputes, developing reputation systems, and maintaining marketplace infrastructure.

Accordingly, a Provider and Customer introduced through Jambr may not intentionally use Jambr to identify one another and then move an existing or substantially similar Jambr-originated transaction off the Platform primarily to avoid Jambr commissions or fees.

This restriction does not prohibit:

- relationships that genuinely existed before introduction through Jambr;
- transactions Jambr expressly authorizes to occur off-platform;
- communications reasonably necessary to perform a Jambr booking; or
- conduct that applicable law does not permit Jambr to restrict.

Jambr may suspend accounts, revoke promotional benefits, or seek recovery of improperly avoided fees where it has reasonable evidence of deliberate fee circumvention.

Users who transact outside Jambr may lose access to Jambr payment protections, support, records, dispute assistance, and satisfaction remedies with respect to that off-platform transaction.

## 24. COMMUNICATIONS BETWEEN USERS

Jambr may provide in-app messaging, notifications, masked contact details, status updates, or similar communication tools.

Users must use such tools lawfully and may not send spam, abusive content, threats, explicit sexual content, unlawful solicitations, or malicious files.

Jambr may access, preserve, review, or disclose Platform communications where reasonably necessary to operate the Platform, investigate complaints, prevent fraud, protect safety, enforce these Terms, or comply with law, subject to the Privacy Policy and applicable law.

## 25. LOCATION FEATURES

The Platform may offer location-based functionality, including service-area matching and real-time or approximate Provider arrival tracking.

Location functionality may require device permission.

Where real-time Provider tracking is enabled, location information may be shared with the applicable Customer for purposes related to an active booking.

Location information is inherently approximate and may be delayed or inaccurate due to device settings, GPS availability, network conditions, or other technical limitations.

Jambr does not guarantee the accuracy of location or arrival-time information.

Location information may not be used to stalk, harass, surveil, or threaten another person.

## 26. RATINGS AND REVIEWS

Jambr may allow Customers and Providers to submit ratings, reviews, photographs, comments, and other feedback.

Reviews must reflect genuine experiences and may not be fraudulent, purchased, manipulated, defamatory, threatening, discriminatory, unlawfully invasive of privacy, or otherwise illegal.

Users remain free to provide honest opinions and lawful feedback, including negative feedback.

Jambr does not require Users to provide positive reviews.

Jambr may remove or restrict content that violates these Terms, is demonstrably fraudulent, contains unlawful material, reveals sensitive personal information, is unrelated to the transaction, or otherwise violates a published moderation policy.

Jambr will not remove a review merely because it is unfavorable.

Jambr may use measures designed to identify suspicious, coordinated, compensated, or otherwise manipulated ratings.

## 27. USER CONTENT

“User Content” includes photographs, profile information, service descriptions, reviews, messages, images, portfolio materials, and other content submitted to the Platform.

You retain ownership of rights you hold in your User Content.

By submitting User Content, you grant Jambr a non-exclusive, worldwide, royalty-free, sublicensable license to host, store, reproduce, display, format, distribute, and use that content solely as reasonably necessary to operate, improve, secure, promote, and provide the Platform and your listings or profile.

For publicly displayed Provider profile or portfolio content, this license includes reasonable use in Jambr marketplace marketing while the content remains publicly available, subject to applicable law and privacy settings.

You represent that you have the rights necessary to submit the User Content and grant this license.

This section does not transfer ownership of your User Content to Jambr.

## 28. JAMBR INTELLECTUAL PROPERTY

The Platform, including Jambr’s software, interface, branding, graphics, trademarks, logos, text created by Jambr, databases, designs, functionality, and other proprietary materials, is owned by or licensed to Jambr and is protected by intellectual-property laws.

Subject to these Terms, Jambr grants you a limited, revocable, non-exclusive, non-transferable, non-sublicensable right to access and use the Platform for its intended purposes.

You may not copy, sell, license, commercially exploit, create unauthorized derivative works from, or misuse Jambr intellectual property.

“Jambr” and associated logos, product names, and branding may not be used to imply endorsement, partnership, sponsorship, or affiliation without written permission.

## 29. COPYRIGHT AND INTELLECTUAL-PROPERTY COMPLAINTS

Jambr respects intellectual-property rights.

If you believe content on the Platform infringes your copyright or other intellectual-property rights, contact **legal@jambr.net** with sufficient information to identify:

- the protected work;
- the allegedly infringing material;
- where the material appears;
- your contact information;
- the basis for your claim; and
- any additional statements required by applicable law.

Jambr may remove disputed content and may suspend repeat infringers where appropriate.

### 30. PRIVACY

Jambr's collection, use, sharing, retention, and protection of personal information is governed by the Jambr Privacy Policy and applicable law.

Use of the Platform constitutes acknowledgment that information necessary to facilitate a booking may be shared between the Customer and Provider.

Payment processors, identity-verification providers, background-screening providers, hosting companies, analytics vendors, communication providers, and other service providers may separately process information in accordance with applicable agreements and privacy notices.

These Terms do not replace the Privacy Policy.

### 31. THIRD-PARTY SERVICES

The Platform may integrate with or contain links to third-party services, including payment processors, maps, identity-verification systems, background-screening providers, communications providers, app stores, analytics services, or other technology.

Jambr does not control every third-party service.

Your use of a third-party service may be governed by separate terms and privacy policies between you and the applicable third party.

To the maximum extent permitted by law, Jambr is not liable for failures attributable solely to an independent third-party service.

### 32. DISPUTE RESOLUTION; BINDING ARBITRATION; CLASS-ACTION WAIVER

PLEASE READ THIS SECTION CAREFULLY.

This section affects your right to bring claims in court and have disputes decided by a judge or jury.

#### 32.1 Informal Resolution First

Before initiating arbitration or litigation against Jambr, the complaining party must send a written Notice of Dispute to **legal@jambr.net**.

The notice should include:

- the User's full name;
- the email or telephone number associated with the account;
- a description of the dispute;
- relevant booking or transaction information;
- the relief requested; and
- sufficient information for Jambr to investigate the matter.

The parties will attempt in good faith to resolve the dispute informally for at least thirty (30) days after receipt of a complete notice.

Any applicable limitations period will be tolled during this thirty-day informal resolution period to the extent permitted by law.

### 32.2 Agreement to Arbitrate

Except for claims expressly excluded below, you and Jambr agree that any dispute, claim, or controversy arising out of or relating to:

- these Terms;
- the Platform;
- your account;
- a booking;
- a payment;
- communications with Jambr;
- the relationship between you and Jambr; or
- the interpretation, enforceability, breach, termination, or validity of these Terms

will be resolved through **binding individual arbitration rather than in court**.

The arbitration agreement is intended to be governed by the Federal Arbitration Act.

### 32.3 Arbitration Administrator

Unless the parties agree otherwise, arbitration will be administered by the **American Arbitration Association ("AAA")** under the rules applicable to the dispute, including its Consumer Arbitration Rules for qualifying consumer disputes.

If AAA is unavailable or unwilling to administer the dispute, the parties will attempt to agree upon an alternative nationally recognized arbitration provider. If they cannot agree, a court of competent jurisdiction may appoint an arbitrator.

### 32.4 Arbitration Procedure

The arbitrator may award the same individualized remedies that a court could award to the individual claimant where authorized by applicable law.

Consumer arbitration may occur remotely, through written submissions, by telephone or video conference, or in a reasonably convenient location as permitted by the applicable arbitration rules.

The arbitrator will have authority to determine issues delegated to the arbitrator under applicable law, except that a court may determine any issue that applicable law requires a court to decide.

### 32.5 Arbitration Fees

Payment of arbitration filing, administration, and arbitrator fees will be governed by applicable AAA rules and applicable law.

Jambr will not require a consumer to pay arbitration costs that the consumer would not lawfully be required to pay.

Each party will ordinarily bear its own attorneys' fees unless applicable law, the arbitration rules, or the arbitrator permits a fee award.

### 32.6 Exceptions

The arbitration requirement does not prevent either party from:

- bringing an eligible individual claim in small-claims court;
- seeking temporary or preliminary injunctive relief where necessary to prevent imminent unauthorized use of intellectual property, fraud, hacking, or misuse of confidential information;
- reporting matters to government agencies;
- participating in government investigations;
- pursuing a claim that applicable law prohibits from being subject to predispute arbitration; or
- exercising any statutory right that cannot lawfully be waived.

### 32.7 CLASS-ACTION AND REPRESENTATIVE-ACTION WAIVER

**TO THE MAXIMUM EXTENT PERMITTED BY LAW, YOU AND JAMBR AGREE THAT CLAIMS WILL BE BROUGHT ONLY IN AN INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF, CLAIMANT, OR CLASS MEMBER IN ANY PURPORTED CLASS, COLLECTIVE, CONSOLIDATED, OR REPRESENTATIVE PROCEEDING.**

Unless all affected parties agree otherwise, an arbitrator may not consolidate the claims of multiple individuals merely because those claims are similar.

Nothing in this subsection waives a right that applicable law expressly makes non-waivable.

### 32.8 Jury-Trial Waiver

For any dispute properly heard in court rather than arbitration, **YOU AND JAMBR WAIVE THE RIGHT TO A JURY TRIAL TO THE MAXIMUM EXTENT PERMITTED BY LAW.**

### 32.9 Arbitration Opt-Out

A User may opt out of the arbitration agreement in this Section by sending written notice to **legal@jambr.net** within thirty (30) days after first accepting these Terms.

The notice must include the User's full name, account email address, and an unambiguous statement that the User wishes to opt out of the Jambr arbitration agreement.

Opting out of arbitration will not affect the remaining provisions of these Terms.

## 33. USER-TO-USER DISPUTES

Customers and Providers are encouraged to attempt in good faith to resolve ordinary service disputes through Jambr support.

Jambr may investigate and facilitate communication but is not required to adjudicate every factual or legal dispute between Users.

Jambr may determine refund eligibility, payout status, account status, or other Platform consequences without thereby assuming responsibility for the underlying service.

Except where applicable law provides otherwise, disputes solely between a Customer and Provider remain disputes between those parties.

## 34. RELEASE REGARDING USER INTERACTIONS

To the maximum extent permitted by law, you acknowledge that interactions with other Users involve risks that Jambr cannot completely eliminate.

Except for obligations Jambr expressly assumes under these Terms or applicable law, Jambr is not responsible for acts or omissions of independent Customers or Providers.

Nothing in this section releases Jambr from liability that applicable law does not permit Jambr to disclaim or release.

## 35. DISCLAIMER OF WARRANTIES

TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE PLATFORM IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS.

JAMBR DOES NOT WARRANT THAT:

- THE PLATFORM WILL ALWAYS BE AVAILABLE, ERROR-FREE, OR SECURE;
- EVERY PROVIDER WILL ACCEPT A BOOKING;
- EVERY PROVIDER WILL ARRIVE ON TIME;
- EVERY SERVICE WILL MEET A CUSTOMER’S EXPECTATIONS;
- USER-PROVIDED INFORMATION IS ACCURATE;
- REVIEWS WILL PREDICT FUTURE PERFORMANCE;
- VERIFICATION WILL IDENTIFY EVERY RISK;
- A PROVIDER WILL REMAIN LICENSED OR INSURED AFTER VERIFICATION;
- LOCATION INFORMATION WILL BE PRECISE; OR
- THE PLATFORM WILL BE FREE FROM INTERRUPTION OR TECHNICAL FAILURE.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, JAMBR DISCLAIMS IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE.

THIS SECTION DOES NOT LIMIT WARRANTIES OR CONSUMER RIGHTS THAT CANNOT LAWFULLY BE DISCLAIMED.

### 36. LIMITATION OF JAMBR LIABILITY

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, JAMBR AND ITS MEMBERS, MANAGERS, OFFICERS, DIRECTORS, EMPLOYEES, AFFILIATES, REPRESENTATIVES, AND AGENTS WILL NOT BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES, INCLUDING LOSS OF PROFITS, BUSINESS, DATA, GOODWILL, OR OPPORTUNITY, ARISING FROM OR RELATING TO THE PLATFORM OR THESE TERMS.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, JAMBR WILL NOT BE LIABLE FOR:

- THE INDEPENDENT ACTS OR OMISSIONS OF A PROVIDER OR CUSTOMER;
- PROPERTY DAMAGE CAUSED SOLELY BY A PROVIDER;
- PERSONAL INJURY CAUSED SOLELY BY A PROVIDER OR CUSTOMER;
- THE QUALITY OF AN UNDERLYING SERVICE;
- A USER’S FAILURE TO OBTAIN REQUIRED PERMISSIONS;
- STOLEN OR DAMAGED PROPERTY CAUSED BY ANOTHER USER;
- USER MISCONDUCT;
- THIRD-PARTY PAYMENT-PROCESSOR FAILURES;
- THIRD-PARTY SERVICE INTERRUPTIONS;
- OFF-PLATFORM TRANSACTIONS; OR
- EVENTS OUTSIDE JAMBR’S REASONABLE CONTROL.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, JAMBR’S AGGREGATE LIABILITY ARISING FROM A CLAIM WILL NOT EXCEED THE GREATER OF:

**(A) \$100; OR**

**(B) THE PLATFORM FEES ACTUALLY RETAINED BY JAMBR IN CONNECTION WITH THE TRANSACTION GIVING RISE TO THE CLAIM OR, IF THE CLAIM DOES NOT RELATE TO A PARTICULAR TRANSACTION, THE PLATFORM FEES PAID OR RETAINED IN CONNECTION WITH YOUR ACCOUNT DURING THE SIX MONTHS PRECEDING THE EVENT GIVING RISE TO THE CLAIM.**

The limitations in this section do not apply to liability that cannot legally be limited, including where applicable law provides otherwise for fraud, willful misconduct, gross negligence, or certain personal-injury claims.

Some jurisdictions do not permit certain exclusions or limitations, in which case the applicable restriction will apply only to the extent legally permitted.

### 37. PROVIDER INDEMNIFICATION

To the maximum extent permitted by law, each Provider agrees to defend, indemnify, and hold harmless Jambr and its affiliates, members, managers, officers, employees, representatives, and agents from third-party claims, liabilities, damages, judgments, penalties, losses, and reasonable legal expenses arising from or related to:

- services performed by the Provider;
- Provider negligence or misconduct;
- Provider violation of law;
- Provider violation of licensing or permit requirements;
- injury or property damage caused by the Provider;
- Provider employees, assistants, or subcontractors;
- Provider taxes;
- infringement caused by Provider content or materials;
- Provider breach of these Terms; or
- Provider fraud or misrepresentation.

Jambr may assume control of the defense of a claim subject to indemnification, in which case the Provider agrees to cooperate reasonably.

This provision does not require indemnification for Jambr's own conduct to the extent such indemnification is prohibited by applicable law.

### 38. CUSTOMER INDEMNIFICATION

To the maximum extent permitted by law, Customers agree to indemnify and hold Jambr harmless from third-party claims arising from the Customer's:

- unlawful use of the Platform;
- intentional misconduct;
- material breach of these Terms;

- fraudulent booking or payment activity;
- unauthorized request for work on property the Customer did not have authority to control;
- unlawful User Content; or
- intentional failure to disclose a known dangerous condition that causes a third-party claim.

This section does not diminish any non-waivable consumer protection.

### 39. INSURANCE

Jambr may require Providers in some service categories to maintain specified insurance coverage.

Unless Jambr expressly states that a particular protection plan or insurance program applies to a booking, **Jambr does not provide insurance covering all Customer or Provider losses.**

Providers remain responsible for maintaining insurance required by law and any additional coverage appropriate for their businesses.

Customers should maintain appropriate homeowner, renter, commercial, automobile, pet, property, or other insurance applicable to their circumstances.

### 40. ACCOUNT SUSPENSION AND TERMINATION

Jambr may investigate suspected violations of these Terms.

Jambr may warn, restrict, suspend, deactivate, or terminate an account where Jambr reasonably determines that:

- the User violated these Terms;
- fraud or payment abuse occurred;
- the User presents a safety risk;
- required credentials expired;
- the User supplied false information;
- the User repeatedly failed to perform accepted bookings;
- the User engaged in serious misconduct;
- continued access could violate law;
- a payment processor requires restriction;
- the User attempts to circumvent a prior suspension; or
- restriction is reasonably necessary to protect Jambr, Users, or third parties.

Where appropriate and legally permissible, Jambr may provide notice and an opportunity to respond.

Jambr may act immediately without advance notice where it reasonably believes there is an urgent safety, fraud, security, or legal risk.

Users may stop using Jambr at any time and may request account deletion subject to outstanding transactions, legal retention obligations, unresolved disputes, and applicable Privacy Policy provisions.

Termination does not eliminate obligations that accrued before termination.

#### 41. PLATFORM CHANGES AND AVAILABILITY

Jambr is an evolving service.

Jambr may add, modify, suspend, or discontinue Platform functionality, geographic areas, service categories, payment methods, promotional programs, or other features.

Jambr does not guarantee continued availability of a particular Provider, category, city, feature, promotion, or integration.

Where a change materially affects an existing paid booking, Jambr will provide any remedy required by these Terms or applicable law.

#### 42. PROMOTIONS, CREDITS AND REFERRALS

Jambr may offer promotional codes, referral rewards, Platform credits, discounts, or other incentives.

Unless stated otherwise, such benefits:

- have no cash value;
- may be subject to expiration;
- may be limited by location, category, or account;
- may not be transferred or resold;
- may not be combined;
- may be revoked if obtained through fraud or abuse; and
- are governed by applicable promotional terms.

Jambr may correct promotional errors.

Jambr will not retroactively alter a promotion already validly redeemed except as required to address fraud, error, or law.

#### 43. ELECTRONIC COMMUNICATIONS AND CONSENT TO ELECTRONIC TRANSACTIONS

You consent to conduct transactions with Jambr electronically.

You agree that electronic acceptance of these Terms, booking confirmations, receipts, notices, account records, and other electronic communications may satisfy legal requirements for written records or signatures to the extent permitted by law.

Jambr may contact you regarding your account or bookings through email, in-app notification, push notification, telephone, or text message using contact information you provide.

Transactional communications may include verification codes, booking updates, arrival notifications, payment notices, support messages, safety notices, and account-security communications.

Marketing communications will be subject to applicable consent requirements and opt-out rights.

Consent to receive marketing communications is not a condition of purchasing a service where applicable law prohibits such a condition.

You are responsible for maintaining accurate contact information.

#### 44. GOVERNING LAW

Except to the extent federal law applies or applicable law requires otherwise, these Terms and disputes between you and Jambr will be governed by the laws of the **State of Wyoming**, without regard to conflict-of-law rules that would require application of another jurisdiction's laws.

This choice of law does not deprive a consumer of mandatory protections that cannot lawfully be waived under the laws applicable to that consumer.

The Federal Arbitration Act governs the arbitration provisions in Section 32 to the extent applicable.

#### 45. COURT VENUE FOR NON-ARBITRABLE DISPUTES

For disputes that are not subject to arbitration and are not eligible for small-claims court, the parties consent, to the extent legally permitted, to the personal jurisdiction of the state courts located in Wyoming and the United States District Court having jurisdiction in Wyoming.

Nothing in this provision prevents a consumer from bringing a claim in another forum where applicable law gives the consumer a non-waivable right to do so.

#### 46. CONSUMER RIGHTS

Nothing in these Terms eliminates, restricts, or waives a statutory consumer right that cannot legally be waived.

If a provision of these Terms conflicts with a mandatory consumer-protection law applicable to you, the mandatory law will control to the extent of that conflict.

#### 47. CHANGES TO THESE TERMS

Jambr may update these Terms from time to time.

The updated Terms will state the date of the latest revision.

If Jambr makes a material change affecting existing Users, Jambr will provide reasonable notice through the Platform, email, or another appropriate method before the change takes effect where required by law.

Material changes will generally apply prospectively.

Continued use after revised Terms become effective constitutes acceptance to the extent permitted by law.

If applicable law requires affirmative consent to a particular change, Jambr will obtain that consent.

Changes to the arbitration agreement will not automatically alter the treatment of a dispute of which Jambr had actual written notice before the effective date of the change where applicable law prohibits such retroactive application.

#### 48. ADDITIONAL POLICIES

These Terms incorporate by reference applicable Jambr policies made available through the Platform, including the:

- Privacy Policy;
- Cookie Policy;
- Trust & Safety rules;
- cancellation and refund policies;
- Provider standards;
- pricing and commission disclosures;
- promotion-specific terms; and
- booking-specific terms.

If a booking-specific term conflicts with these Terms concerning the commercial details of that booking, the booking-specific term controls for those commercial details.

These Terms otherwise control unless a supplemental policy expressly states that it supersedes a particular provision.

#### 49. NO WAIVER

Jambr's failure to enforce a provision of these Terms does not waive Jambr's right to enforce that provision later.

A waiver is effective only if made in writing by an authorized representative of Jambr.

#### 50. SEVERABILITY

Except as otherwise provided in the arbitration section, if a provision of these Terms is found unlawful or unenforceable, that provision will be enforced to the maximum extent permissible and the remaining provisions will remain in effect.

If a class or representative-action waiver is determined unenforceable as to a particular claim or requested remedy, that claim or remedy will proceed in the forum required by applicable law while any arbitrable claims remain subject to arbitration to the extent legally permitted.

## 51. ASSIGNMENT

Users may not assign or transfer these Terms or their Jambr accounts without Jambr's prior written consent.

Jambr may assign these Terms in connection with a merger, acquisition, corporate reorganization, financing transaction, sale of assets, change of control, affiliate restructuring, or similar business transaction, subject to applicable law.

## 52. FORCE MAJEURE

Jambr will not be liable for delay or failure caused by circumstances outside its reasonable control, including severe weather, natural disasters, epidemics, war, terrorism, civil unrest, government actions, labor disputes, telecommunications failures, internet outages, cyberattacks, power failures, payment-network failures, or failures of third-party infrastructure.

This section does not excuse obligations that applicable law does not permit Jambr to excuse.

## 53. NO THIRD-PARTY BENEFICIARIES

Except as expressly provided in these Terms, these Terms do not create enforceable rights in any person or entity other than you and Jambr.

## 54. ENTIRE AGREEMENT

These Terms and the policies expressly incorporated into them constitute the agreement between you and Jambr concerning use of the Platform and supersede prior or contemporaneous understandings regarding that subject matter.

They do not supersede a separate written agreement signed by Jambr and you that expressly states it controls over these Terms.

## 55. SURVIVAL

Provisions that by their nature should survive termination will survive, including provisions concerning payments, taxes, intellectual property, dispute resolution, limitations of liability, indemnification, accrued obligations, and governing law.

## 56. INTERPRETATION

Headings are for convenience only.

Words such as "including" mean "including without limitation."

The singular includes the plural where appropriate.

If these Terms are translated, the English-language version will control to the extent permitted by applicable law in the event of an inconsistency.

## 57. CONTACT INFORMATION

Questions regarding these Terms may be directed to:

**Jambr LLC**

A Wyoming limited liability company

**Legal:** legal@jambr.net

**Support:** support@jambr.net

**Privacy:** privacy@jambr.net

For legal notices or formal disputes, use **legal@jambr.net** unless Jambr provides a different legal-notice address through the Platform.

## 58. ACKNOWLEDGMENT

BY CREATING AN ACCOUNT, ACCESSING THE PLATFORM, BOOKING A SERVICE, ACCEPTING A BOOKING, OR OTHERWISE USING JAMBR, YOU ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTOOD THESE TERMS AND AGREE TO BE BOUND BY THEM.

YOU FURTHER ACKNOWLEDGE THAT SECTION 32 CONTAINS AN AGREEMENT TO BINDING INDIVIDUAL ARBITRATION AND A WAIVER OF CERTAIN RIGHTS TO PARTICIPATE IN CLASS OR REPRESENTATIVE PROCEEDINGS, SUBJECT TO THE RIGHTS AND EXCEPTIONS DESCRIBED IN THAT SECTION.

Notes:

We need to standardize the satisfaction period: Jambr currently says 24 hours on the homepage but 48 hours on Trust & Safety; I used 48 hours in the TC. Then, we need to standardize the payout structure: the homepage says within 24 hours, while the Provider and Pricing pages say weekly; I made the Terms defer to the Provider dashboard/published schedule. I also replaced wording such as “payment held until you’re satisfied” with more precise payment-authorization language unless your Stripe architecture genuinely operates that way. Lastly, we need to keep the review clause along the lines of “federal law restricts form-contract provisions that penalize consumers for honest reviews” for liability purposes.