

Sidekick Terms of Service

The following terms of service (these "Terms of Service"), govern your access to and use of the Sidekick mobile application, including any content, functionality and services offered on or through the Sidekick mobile application (the "Service" or "Sidekick" or "Sidekick App") by Intergalactic Network Technologies, Inc. (651 North Broad Street, Suite 206, Middletown, Delaware 19709) as applicable. Intergalactic Network Technologies, Inc. is referred hereto as "Intergalactic Network", "we" or "us", and "you" or "user" means you as a user of the Service.

Please read the Terms of Service carefully before you start to use the Service. By using the Service, opening an account or by clicking to accept or agree to the Terms of Service when this option is made available to you, you accept and agree, on behalf of yourself or on behalf of your employer or any other entity (if applicable), to be bound and abide by these Terms of Service and Sidekick Payment Terms ("Payment Terms"), which is incorporated in Exhibit A herein. You further acknowledge that you have read and understood our Privacy Policy separately provided on our application. If you do not want to agree to these Terms of Service, Payment Terms or the Privacy Policy, you must not access or use the Service. For more detailed policies surrounding the activity and usage on the Service, please access the designated articles herein.

This Service is offered and available to users who are at least 18 years of age and of legal age to form a binding contract. If you are under 18 and at least 13 years of age, you are only permitted to use the Service through an account owned by a parent or legal guardian with their appropriate permission. If you are under 13 you are not permitted to use the Service. By using the Service, you represent and warrant that you meet all of the foregoing eligibility requirements. If you do not meet all of these requirements, you must not access or use the Service.

Our Customer Support team can be reached at support@getasidekick.com if you have any questions regarding the Service or Terms of Service.

The original language of these Terms of Service, as well as all other texts throughout the Service, is English. In case of conflicts between the original English version and any translation, the English version shall prevail.

Key Terms

Buyers are users who purchase services on Sidekick mobile application.

Sellers are users who offer and perform services through the Sidekick mobile application.

Sidekick Page (or also described as Seller's service posting) is where the Seller can describe their services and the terms of the service they provide, and Buyer can purchase the services and create an order.

Orders are the formal agreements between a Buyer and Seller after a purchase was made from the Seller's Sidekick Page.

Order Page is where Buyers and Sellers communicate with each other in connection with an ordered service.

Overview (Main terms)

Only registered users may buy and sell on Sidekick. Registration is free. In registering for an account, you agree to provide us with accurate, complete and updated information and must not create an account for fraudulent or misleading purposes. You are solely responsible for any activity on your account and for maintaining the confidentiality and security of your password. We are not liable for any acts or omissions by you in connection with your account.

Seller services on Sidekick may be offered at a base starting price determined by the Seller.

Buyers pay Seller in advance to create an order (see Payment Terms).

Orders are purchased through the Order button found on a Seller's Sidekick Page.

For fees and payments please read the Payment Terms.

Sellers must fulfill their orders and may not cancel orders on a regular basis or without cause. Cancelling orders will affect Sellers' reputation and status.

Users may not offer or accept payments using any method other than placing an order through the Sidekick mobile application.

Sidekick retains the right to use all published or delivered Seller services for Sidekick marketing and promotion purposes.

We care about your privacy. You can read our [Privacy Policy](#).

Users undertake to comply with Sidekick's Code of Conduct, which are a set of behavior rules and guidelines, applicable to the Sidekick community and marketplace in addition to these Terms of Service, as updated from time to time.

SELLERS

Basics

Sellers post services on Sidekick to allow Buyers to purchase them.

Each service you sell and successfully complete, accredits your account with a revenue equal to 90% of the purchase amount.

Sidekick accredits Sellers once an order is completed. See our "Orders" section below for a definition of a completed order.

For more information about receiving payments, fees and taxes see the Payment Terms.

The Seller's rating is calculated based on the order reviews posted by Buyers. High ratings allow Sellers to obtain advanced Seller levels (see Levels below). In certain cases, exceedingly low ratings may lead to the suspension of the Seller's account.

For security concerns, Sidekick may temporarily disable a Seller's ability to withdraw revenue to prevent fraudulent or illicit activity. This may come as a result of security issues, improper behavior reported by other users, or associating multiple Sidekick accounts to a single withdrawal provider.

Sellers are responsible for obtaining a general liability insurance policy with coverage amounts that are sufficient to cover all risks associated with the performance of their services.

Seller's Service Postings

Seller's service postings and/or users may be removed by Sidekick from the Service for violations of these Terms of Service and/or our Code of Conduct, which may include, but are not limited to, the following violations and/or materials:

- Illegal or Fraudulent services

- Copyright Infringement, Trademark Infringement, and violation of a third party's terms of service
- Adult oriented services, Pornographic, Inappropriate/Obscene
- Intentional copies of service postings
- Spam, nonsense, or violent or deceptive service postings
- Service postings misleading to Buyers or others
- Reselling of regulated goods
- Offering to prepare academic works on behalf of Buyers
- Postings for exceedingly low quality service
- Promoting Sidekick and/or Seller's service postings through activities that are prohibited by any laws, regulations, and/or third parties' terms of service, as well as through any marketing activity that negatively affects our relationships with our users or partners.

Service postings that are removed for violations mentioned above, may result in the suspension of the Seller's account.

Service postings that are removed for violations are not eligible to be restored or edited.

Service postings may be removed from our Search feature due to poor performance and/or user misconduct.

Service postings may include pre-approved website URLs contained within the Seller's service description and requirements box. Service postings containing websites promoting content which violates Sidekick's Terms of Service and/or our Code of Conduct, will be removed.

Statements on the Sidekick Page that undermine or circumvent these Terms of Service is prohibited.

Seller may offer their services with multiple price points and/or multiple option as to the duration of each service session.

BUYERS

Basics

You may not offer direct payments to Sellers using payment systems outside of the Sidekick platform.

Sidekick retains the right to use all publicly published delivered works for Sidekick marketing and promotional purposes.

Purchasing

Please refer to the Payment Terms for making Payments through the Sidekick platform and to learn about fees and taxes.

You may not offer Sellers to pay, or make payment using any method other than through Sidekick platform. In case you have been asked to use an alternative payment method, please report it immediately to our Customer Support team.

ORDERS

Basics

Once payment is confirmed, your order will be created and given a unique Sidekick order number.

Sellers must deliver their service according to the service that was purchased and advertised on their Sidekick Page.

An Order is marked as Complete after it is marked as Delivered and then accepted by a Buyer. An Order will be automatically marked as Complete if not accepted and no request for modification was submitted within 3 days after the Order was marked as Delivered.

We encourage our Buyers and Sellers to try and settle conflicts amongst themselves. If for any reason this fails after using the Resolution Center or if you encounter non-permitted usage on the Service, users can contact Sidekick's Customer Support team for assistance. For more information about disputes, Order cancellations and refunds please refer to the Payment Terms.

Handling Orders

When a Buyer orders a service, the Seller is notified by email as well as notifications on Sidekick mobile application while logged into the account.

Sellers are required to provide the service ordered through their service posting. Failing to do so will allow the Buyer to cancel the Order with a full refund and may harm the Seller's status.

Reviews

Feedback reviews provided by Buyers while completing an Order are an essential part of Sidekick's rating system. Reviews demonstrate the Buyer's overall experience with the Sellers and their service. Buyers are encouraged to communicate to the Seller any concerns experienced during their active order in regards to the service provided by the Seller.

Leaving a Buyer's feedback is a basic prerogative of a Buyer. Feedback reviews will not be removed unless there are clear violations of our Terms of Service and/or our Code of Conduct.

To prevent any misuse of our Feedback system, all feedback reviews must come from legitimate sales executed exclusively through the Sidekick platform from users registered with valid information. Purchases arranged, determined to artificially enhance Seller ratings, or to abuse the Sidekick platform with purchases from additional accounts, will result in a permanent suspension of all related accounts.

Feedback comments given by Buyers are publicly displayed on a Seller's Sidekick Page.

Withholding the delivery of services or information required to complete the Seller's service with the intent to gain favorable reviews or additional services is prohibited.

Responding and posting a review: Once service is delivered, the Buyer has ten days to respond. If no response is provided within the response period, the Order will be considered completed but no rating will be recorded

Sellers may not solicit the removal of feedback reviews from their Buyers through mutual cancellations.

Once the Buyer submits his/her review, the Seller will receive a notification and will also have the opportunity to leave a review about working with the Buyer. Please Note: At this stage, Sellers cannot see the Buyer's review.

Once both Seller and Buyer have completed their reviews, or the 10 days have passed, all posted reviews are made public.

Responding to a review: Once both reviews from the Buyer and Seller have been published, the Seller can reply to the Buyer's review from the Order page, seen on the Seller's Sidekick page, beneath the Buyer's feedback.

Disputes and Cancellations

We encourage our Buyers and Sellers to try and settle conflicts amongst themselves. If for any reason this fails after using the Resolution Center or if you encounter non-permitted usage on the Service, users can contact Sidekick's Customer Support team for assistance. For more information about disputes, Order cancellations and refunds please refer to the Payment Terms.

User Conduct and Protection

Sidekick enables people around the world to create, share, sell and purchase nearly any service they need at an unbeatable value.

Sidekick maintains a friendly, community spirited, and professional environment. Users should keep to that spirit while participating in any activity or extensions of Sidekick. This section relates to the expected conduct users should adhere to while interacting with each other on Sidekick.

To report a violation of our Terms of Service and/or our Code of Conduct, User Misconduct, or inquiries regarding your account, please contact our Customer Support team at support@getasidekick.com.

Basics

To protect our users' privacy, user identities are kept anonymous. Requesting or providing Email addresses, Skype/IM usernames, telephone numbers or any other personal contact details to communicate outside of Sidekick in order to circumvent or abuse the Sidekick messaging system or Sidekick platform is not permitted.

Any necessary exchange of personal information required to continue a service may be exchanged within the Order Page.

Sidekick does not provide any guarantee of the level of service offered to Buyers. You may use the dispute resolution tools provided to you in the Order Page.

Sidekick does not provide protection for users who interact outside of the Sidekick platform.

All information and file exchanges must be performed exclusively on Sidekick's platform.

Rude, abusive, improper language, or violent messages will not be tolerated and may result in an account warning or the suspension/removal of your account.

Sidekick is open to everyone. You undertake not to discriminate against any other user based on gender, race, age, religious affiliation, sexual orientation or otherwise and you acknowledge that such discrimination may result in the suspension/removal of your account.

Users may not submit proposals or solicit parties introduced through Sidekick to contract, engage with, or pay outside of Sidekick.

Orders

Users with the intention to defame competing Sellers by ordering from competing services will have their reviews removed or further account status related actions determined by review by our team.

Users are to refrain from spamming or soliciting previous Buyers or Sellers to pursue removing/modifying reviews or cancelling orders that do not align on order cancellation or feedback policies.

Seller's Service

Sellers warrant that any content included in their service shall be original work conceived by the Sellers and shall not infringe any third party rights, including, without limitation, copyrights, trademarks or service marks as applicable. In the event that certain music or stock-footage media are incorporated within the service, Sellers represent and warrant that they hold a valid license to use such music and/or footage and to include them in the service.

Sidekick will respond to clear and complete notices of alleged copyright or trademark infringement.

Reporting Violations

If you come across any content that may violate our Terms of Service and/or our Code of Conduct, you should report it to us through the appropriate channels created to handle those issues as outlined in our Terms of Service. All cases are reviewed by our team. To protect individual privacy, the results of the investigation are not shared. You can review our Privacy Policy for more information.

Violations

Users may receive a warning to their account for violations of our Terms of Service and/or our Code of Conduct or any user misconduct reported to our team. A warning will be sent to the user's email address and will be displayed for such user on the Service. Warnings do not limit account activity, but can lead to your account losing Seller statuses or becoming permanently disabled based on the severity of the violation.

Non-Permitted Usage

Adult Services & Pornography – Sidekick does not allow any exchange of adult oriented or pornographic materials and services.

Inappropriate Behavior & Language – Communication on Sidekick should be friendly, constructive, and professional. Sidekick condemns bullying, harassment, and hate speech towards others. We allow users a medium for which messages are exchanged between individuals, a system to rate orders, and to engage on larger platforms such as Social Media pages.

Phishing and Spam – Members' security is a top priority. Any attempts to publish or send malicious content with the intent to compromise another member's account or computer environment is strictly prohibited. Please respect our members privacy by not contacting them with offers, questions, suggestions or anything which is not directly related to their services or orders.

Privacy & Identity – You may not publish or post other people's private and confidential information. Any exchange of personal information required for the completion of a

service must be provided in the Order Page. Sellers further confirm that whatever information they receive from the Buyer, which is not public domain, shall not be used for any purpose whatsoever other than for the delivery of the work to the Buyer. Any users who engage and communicate off of Sidekick will not be protected by our Terms of Service.

Authentic Sidekick Profile – You may not create a false identity on Sidekick, misrepresent your identity, create a Sidekick profile for anyone other than yourself (a real person), or use or attempt to use another user’s account or information; Your profile information, including your description, skills, location, etc., while may be kept anonymous, must be accurate and complete and may not be misleading, illegal, offensive or otherwise harmful. Sidekick reserves the right to require users to go through a verification process in order to use the Service (whether by using ID, phone, camera, etc.).

Intellectual Property Claims – Sidekick will respond to clear and complete notices of alleged copyright or trademark infringement, and/or violation of third party’s terms of service.

Fraud / Unlawful Use – You may not use Sidekick for any unlawful purposes or to conduct illegal activities.

Abuse and Spam

Multiple Accounts – To prevent fraud and abuse, users are limited to one active Sidekick account. Any additional account determined to be created to circumvent guidelines, promote competitive advantages, or mislead the Sidekick community will be disabled.

Mass account creation may result in disabling of all related accounts. Note: any violations of Sidekick’s Terms of Service and/or our Code of Conduct is a cause for permanent suspension of all accounts.

Targeted Abuse – We do not tolerate users who engage in targeted abuse or harassment towards other users on Sidekick. This includes creating new multiple accounts to harass members through our message or ordering system.

Selling Accounts – You may not buy or sell Sidekick accounts.

Proprietary Restrictions

The Service, including its general layout, look and feel, design, information, content and other materials available thereon, is exclusively owned by Sidekick and protected by copyright, trademark, and other intellectual property laws. Users have no right, and specifically agree not to do the following with respect to the Service or any part, component or extension of the Service (including its mobile applications): (i) copy, transfer, adapt, modify, distribute, transmit, display, create derivative works, publish or reproduce it, in any manner; (ii) reverse assemble, decompile, reverse engineer or otherwise attempt to derive its source code, underlying ideas, algorithms, structure or organization; (iii) remove any copyright notice, identification or any other proprietary notices; (iv) use automation software (bots), hacks, modifications (mods) or any other unauthorized third-party software designed to modify the Service; (v) attempt to gain unauthorized access to, interfere with, damage or disrupt the Service or the computer systems or networks connected to the Service; (vi) circumvent, remove, alter, deactivate, degrade or thwart any technological measure or content protections of the Service; (vii) use any robot, spider, crawlers or other automatic device, process, software or queries that intercepts, “mines,” scrapes or otherwise accesses the Services to monitor, extract, copy or collect information or data from or through the Service, or engage in any manual process to do the same, (viii) introduce any viruses, trojan horses, worms, logic bombs or other materials that are malicious or technologically harmful into our systems, (ix) use the Service in any manner that could damage, disable, overburden or impair the Service, or interfere with any other users’ enjoyment of the Service or (x) access or use the Service in any way not expressly

permitted by these Terms of Service. Users also agree not to permit or authorize anyone else to do any of the foregoing.

Except for the limited right to use the Service according to these Terms of Service, Sidekick owns all right, title and interest in and to the Service (including any and all intellectual property rights therein) and you agree not to take any action(s) inconsistent with such ownership interests. We reserve all rights in connection with the Service and its content (other than those provided by Sellers or Buyers) including, without limitation, the exclusive right to create derivative works.

Feedback Rights

To the extent that you provide Sidekick with any comments, suggestions or other feedback regarding the Sidekick platform or the Service as a whole, as well as other Sidekick products or services (collective, the “Feedback”), you will be deemed to have granted Sidekick an exclusive, royalty-free, fully paid up, perpetual, irrevocable, worldwide ownership rights in the Feedback. Sidekick is under no obligation to implement any Feedback it may receive from users.

Confidentiality

Sellers should recognize that there might be a need for Buyers to disclose certain confidential information to be used by Sellers for the purpose of delivering the ordered work, and to protect such confidential information from unauthorized use and disclosure. Therefore, Sellers agree to treat any information received from Buyers as highly sensitive, top secret and classified material. Without derogating from the generality of the above, Sellers specifically agree to (i) maintain all such information in strict confidence; (ii) not disclose the information to any third parties; (iii) not use the information for any purpose

except for delivering the ordered work; and (vi) not to copy or reproduce any of the information without the Buyer's permission.

General Terms

Sidekick reserves the right to put any account on hold or permanently disable accounts due to breach of these Terms of Service and/or our Code of Conduct or due to any illegal or inappropriate use of the Service or services.

Violation of Sidekick's Terms of Service and/or our Code of Conduct may get your account disabled permanently.

Users with disabled accounts will not be able to sell or buy on Sidekick.

Users who have violated our Terms of Service and/or our Code of Conduct and had their account disabled may contact our Customer Support team for more information surrounding the violation and status of the account.

Users have the option to enable account Security features to protect their account from any unauthorized usage.

Users must be able to verify their account ownership through Customer Support by providing materials that prove ownership of that account.

Disputes should be handled by contacting Sidekick Customer Support.

Sidekick may make changes to its Terms of Service from time to time. When these changes are made, Sidekick will make a new copy of the terms of service available on this page.

You understand and agree that if you use Sidekick after the date on which the Terms of Service have changed, Sidekick will treat your use as acceptance of the updated Terms of Service.

Sidekick is not responsible for the content, quality or the level of service provided by the Sellers. We provide no warranty with respect to the Seller's services, their delivery, and any communications between Buyers and Sellers.. We encourage users to take advantage of our rating system, our community and common sense in choosing appropriate services.

By offering a service, the Seller undertakes that he/she has sufficient permissions, rights and/or licenses to provide, sell or resell the service that is offered on Sidekick. Sellers advertising online their services must comply with laws and terms of service of the advertising platform or relevant website used to advertise. Failing to do so may result in removal of the service as applicable, and may lead to the suspension of Seller's account.

Note that it is our policy in appropriate circumstances to disable and/or terminate the accounts of users who are repeat infringers.

Ownership

Ownership and limitations: When purchasing a service on Sidekick, unless clearly stated otherwise on the Seller's Sidekick Page/description, when the work is delivered, and subject to payment, the Buyer is granted all intellectual property rights, including but not limited to, copyright in the work delivered from the Seller, and the Seller waives any and all moral rights therein. Accordingly, the Seller expressly assigns to the Buyer the copyright in the delivered work. All transfer and assignment of intellectual property to the Buyer shall be subject to full payment for the Seller's services, and the delivery may not be used if payment is cancelled for any reason. For removal of doubt, in custom created work (such as art work, design work, report generation etc.), the delivered work and its copyright shall be the exclusive property of the Buyer and, upon delivery, the Seller agrees that it thereby, pursuant to these Terms of Service, assigns all right, title and interest in and to the delivered work to the Buyer.

Disclaimer of Warranties

YOUR USE OF THE SERVICE, ITS CONTENT AND ANY SERVICES OR ITEMS OBTAINED THROUGH THE SERVICE IS AT YOUR OWN RISK. THE SERVICE, ITS CONTENT AND ANY SERVICES OR ITEMS OBTAINED THROUGH THE SERVICE ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. NEITHER SIDEKICK NOR ANY PERSON ASSOCIATED WITH SIDEKICK MAKES ANY WARRANTY OR REPRESENTATION WITH RESPECT TO THE COMPLETENESS, SECURITY, RELIABILITY, QUALITY, ACCURACY OR AVAILABILITY OF THE SERVICE.

THE FOREGOING DOES NOT AFFECT ANY WARRANTIES WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

The official text is the English version of the Site. Any discrepancies or differences created in the translation are not binding and have no legal effect for compliance or enforcement purposes. If any questions arise related to the accuracy of the information contained in the translated content, please refer to the English version of the content which is the official version.

Limitation on Liability

IN NO EVENT WILL SIDEKICK, ITS AFFILIATES OR THEIR LICENSORS, SERVICE PROVIDERS, EMPLOYEES, AGENTS, OFFICERS OR DIRECTORS BE LIABLE FOR DAMAGES OF ANY KIND, UNDER ANY LEGAL THEORY, ARISING OUT OF OR IN CONNECTION WITH YOUR USE, OR INABILITY TO USE, THE SERVICE, ANY WEBSITES LINKED TO IT, ANY CONTENT ON THE SERVICE OR SUCH OTHER WEBSITES OR ANY

SERVICES OR ITEMS OBTAINED THROUGH THE SERVICE OR SUCH OTHER WEBSITES, INCLUDING ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO, PERSONAL INJURY, PAIN AND SUFFERING, EMOTIONAL DISTRESS, LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF GOODWILL, LOSS OF DATA, AND WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT OR OTHERWISE, EVEN IF FORESEEABLE.

THE FOREGOING DOES NOT AFFECT ANY LIABILITY WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

The term "Affiliate" referred to herein, is an entity that, directly or indirectly, controls, or is under the control of, or is under common control with Sidekick, where control means having more than fifty percent (50%) voting stock or other ownership interest or the majority of voting rights of such entity.

Exhibit A: Sidekick's Payment Terms

The following terms (these "Payment Terms") govern payments you make or receive through Sidekick App, operated by Intergalactic Network Technologies, Inc.

Sidekick processes card payments globally including the U.S.

Please read these Payment Terms carefully before making or receiving payments through the Service. By making or receiving payments through the Service, you accept and agree, on behalf of yourself or on behalf of your employer or any other entity (if applicable), to be bound and abide by these Payment Terms. These Terms are supplemental to Sidekick's Terms of Service as applicable.

Key Terms

Capitalized terms used but not defined herein shall have the respective meanings given to them in this Terms of Service.

Payment Services Provider(s) are service providers that provide payment services to Buyers and Sellers in connection with the Sidekick platform, including with respect to collection of funds from Buyers in connection with purchases, remittance and withdrawal of funds to Sellers, currency exchange services in connection with payments and withdrawals in local currencies, and the holding of funds in connection with Sidekick balances.

Revenue is the money that Sellers earn from completed orders and can either withdraw or use to purchase on Sidekick, subject to these Terms.

Receiving Payments

General

Each seller service you sell and successfully complete, accredits your account with revenue equal to 90% of the purchase amount.

Sidekick accredits Sellers once an order is completed. See the "Orders" section in the Terms of Service for a definition of a completed order.

If an order is canceled (for any reason), the funds paid will be returned to the Buyer.

Sellers are responsible for paying any direct or indirect taxes, including any GST, VAT or income tax, which may apply to them depending on residency, location or otherwise, under provisions of their jurisdiction. Sellers represent and warrant that they comply, and will comply at all times, with their obligations under income tax provisions in their jurisdiction. The price shown on the Sidekick page is inclusive of all such taxes and charges that may apply to the Sellers.

Appointment as Limited Payment Collection Agent: Seller hereby appoints Sidekick as Seller's limited authorized payment collection agent solely for the purpose of accepting payments (via its Payment Services Provider, if applicable) from Buyer, and remitting those payments to Seller. Seller agrees that payment from Buyer to Sidekick shall be considered the same as made directly to Seller. Buyer's payment obligation to Seller will be satisfied

upon receipt of payment by Sidekick (or its Payment Services Provider, as applicable), and Sidekick (via its Payment Services Provider, as applicable) is responsible for remitting the funds to the Seller in the manner described in these Payment Terms. In the event that Sidekick (via Payment Services Provider) does not remit any such amounts to Seller, the Seller will have recourse only against Sidekick and not the Buyer directly. Seller agrees that Sidekick may describe or otherwise reflect the terms contained herein in any terms of service, receipts, disclosures, or notices including, but not limited to, receipts provided to Buyers that Sidekick may deem necessary or prudent.

Sidekick partners with Payment Services Providers for purposes of collecting payments from Buyers, transferring such payments from Buyers to Sellers, and holding funds in connection with Sidekick balances. All payments services in connection with the withdrawal of funds on the Sidekick platform are performed by Sidekick's Payment Services Providers.

Withdrawing Revenues

To withdraw your revenue, you must have an account with at least one of Sidekick's Payment Service Providers for the withdrawal methods listed below. All funds eligible for Withdrawal will be held on your behalf at an account with Sidekick's Payment Services Provider. All payment services, including withdrawal services, will be provided by Sidekick's Payment Services Provider.

Your Sidekick profile can be associated with only one account from each Sidekick withdrawal method. A Payment Service Provider withdrawal account can be associated with only one Sidekick profile.

Revenues are only made available for withdrawal from the Sidekick page following a safety clearance period of 14 days after the order is marked as complete.

Sellers may withdraw their revenues using one of Sidekick's withdrawal options (see Withdrawal Section below regarding payment terms). To withdraw your available revenue, you must click on the designated withdrawal provider to initiate the withdrawal process.

For security concerns, Sidekick may temporarily disable a Seller's ability to withdraw revenue to prevent fraudulent or illicit activity. This may come as a result of security issues, improper behavior reported by other users, or associating multiple Sidekick accounts to a single withdrawal provider.

Withdrawals can only be made in the amount available to you.

Withdrawal fees vary depending on the withdrawal method.

Withdrawals are final and cannot be undone. We will not be able to reverse this process once it has begun.

In certain cases, Sellers may withdraw Revenues in several different currencies. All currency exchange services in connection with such withdrawals are performed by Sidekick's Payment Services Providers. Your Sidekick balance is always derived from its US\$ value and, therefore, the local currency amount of your Sidekick balance may change daily in accordance with exchange rate fluctuations and also includes conversion fees. Sellers always have the option to withdraw Revenues in US\$.

Sellers will be able to withdraw their revenues from disabled accounts after a safety period of 90 days following full verification of ownership of the account in question, from the day of the last cleared payment received in their account and subject to Sidekick's approval.

Purchasing

General

Buyers pay Sidekick to create an order from a Seller's Sidekick page, using the purchase button. Sidekick partners with Payment Services Providers for purposes of collecting all payments from Buyers, transferring such payments from Buyers to Sellers, and holding funds in connection with Sidekick balances. All payments services in connection with the collection of funds on the Sidekick platform are performed by Sidekick's Payment Services Providers.

Sidekick serves as Seller's limited authorized payment collection agent solely for the purpose of accepting payments (via its Payment Services Provider, if applicable) from Buyer, and remitting those payments to Seller. Buyer's payment obligation to Seller will be satisfied upon receipt of payment by Sidekick (or its Payment Services Provider, as applicable), and Sidekick (via its Payment Service Provider, as applicable) is responsible for remitting the funds to the Seller in the manner described in these Payment Terms. In the event that Sidekick (via Payment Services Provider) does not remit any such amounts to Seller, the Seller will have recourse only against Sidekick and not the Buyer directly.

In most locations, purchases on Sidekick can be made by using one of the following payment methods: Credit Card or Apple Pay. Additional payment methods may apply in certain locations.

Service fees are added at the time of purchase where you can review and accept the total amount requested to pay. These fees cover administrative fees. As of March 2021, the service fees are 0% of the purchase amount. For purchases under US\$50 an additional US\$0 small order fee will be applied.

Your existing Sidekick balance will be automatically applied to your next purchase.

You may not offer Sellers to pay, or make payment using any method other than through the Sidekick app. In case you have been asked to use an alternative payment method, please report it immediately to our customer support team.

You agree to receive invoices and/or payment receipts from Sidekick in electronic form as PDF documents, by email or through the Site.

To protect against fraud, unauthorized transactions (such as money laundering), claims, or other liabilities, payment information in connection with withdrawals is collected by either Sidekick or Sidekick's Payment Services Providers. Payment Services Providers may also collect such other information as necessary for the purpose of processing withdrawal payments. Sidekick is not exposed to the payment information provided to Payment Services Providers, and this information is subject to the privacy policy applicable to the Payment Service Provider. Please see our Privacy Policy for more information [here](#).

By using any payment method and/or providing payment details for making purchases on Sidekick, you represent and warrant that: (a) you are legally authorized to provide such information; (b) you are legally authorized or have permission to make payments using the payment method(s); (c) if you are an employee or agent of a company or person that owns the payment method, you are authorized by that company or person to use the payment method to make payments on Sidekick; and (d) such actions do not violate any applicable law.

Local Currencies

You can pay on Sidekick in several different currencies. For your convenience, prices will be rounded up to the closest number. At checkout, you will see the accurate amount to be paid. Unless stated otherwise, you will be charged in the currency displayed on the payment page. All currency exchange services in connection with payments in local currencies are performed by Sidekick's Payment Services Providers. In certain cases, however, when certain currencies are not supported by certain payment methods, you will be charged in US\$ even if the price is displayed in another currency. In any event, the actual charged amount (in the actual payment currency) will be clearly disclosed to you before you complete the payment.

Note that all prices on Sidekick are derived always from their original US\$ price and, therefore, non-US\$ currency prices may change daily in accordance with exchange rate fluctuations and may also include conversion fees. Buyers always have the option to pay in US\$ by changing their currency.

If you paid for an Order in a currency other than US\$ and your Order was later canceled for any reason, the amount returned to your Sidekick balance would be based on the

exchange rate as of the date of cancellation. Therefore, the returned amount may vary from the paid amount in local currency terms, while always maintaining the same US\$ value.

Your Sidekick balance is always valued in US\$, even if it is displayed in a non-US\$ currency. Therefore, should you choose to view your Sidekick balance in any currency other than US\$, it may change daily in accordance with exchange rate fluctuations, while always maintaining the same US\$ value. Users always have the option to view their Sidekick balance in US\$ by changing their selected displayed currency.

Sidekick Credits

In certain instances, Sidekick may offer you credits (“Sidekick Credits” or “Credits”), either for promotional purposes or otherwise, to be used for purchasing Seller services offered on the Site. Your available Credit balance will appear in your account. Your valid Sidekick Credits will be automatically applied to your next purchase and can be viewed in your order summary after you place the order. Unless stated otherwise, Sidekick Credits expire following three months from their receipt. Sidekick Credits serve only as an incentive to use Sidekick, and, therefore, are not redeemable for cash, have no cash value and are nonrefundable. Once used, Sidekick Credits may not be returned to your account even if your Order gets canceled. Sidekick Credits may be subject to additional conditions and restrictions as will be disclosed to You upon receipt of the Credits. Credits may be voided in the event of fraud, misuse, or violation of these Terms. Sidekick reserves the right to modify or cancel the Sidekick Credits program at any time. If you or Sidekick deactivate or suspend your Sidekick account, any unused Sidekick Credits in your account will be forfeited.

Promo Codes

From time to time we may offer you promo codes for purchasing Seller services offered on the Site, on special discounts. Promo Codes are valid only for purchases on Sidekick and are subject to different time limitations and will expire after their predefined term. To exercise your promo code, simply enter the code on the checkout page. If you fail to do so, your purchase will not be eligible for the discount. Promo codes are limited to one use per user and may not be used or combined with any other promotion. For orders that are composed of one or more milestones, the promo code will apply to the first milestone only. Promo Codes do not apply to Sidekick Credits. Promo codes may be subject to additional conditions and restrictions as will be disclosed to you upon receipt of the promo codes. Promo codes may be voided in the event of fraud, misuse, or violation of the Terms of Service. Sidekick reserves the right to modify or cancel promo codes at any time.

Taxes

Sidekick may be required by applicable laws to charge users with indirect taxes (such as Sales Tax, VAT or GST) or to withhold taxes. Any amount Sidekick will be required to collect will be in addition to the purchase amount and any other fees payable by the Buyer, and any amount Sidekick will be required to withhold will be deducted from the Seller's revenue, as required by applicable laws.

Indirect taxes are in addition to the price shown on the site, and in any event, any such taxes will always be displayed to the Buyer before payment.

Users are responsible for paying any direct or indirect taxes, including any GST, VAT, or income tax, which may apply to them depending on residency, location or otherwise, under provisions of their jurisdiction.

Disputes and Cancellations

We encourage our Buyers and Sellers to try and settle conflicts amongst themselves. If for any reason this fails after using the Resolution Center or if you encounter non-permitted usage on the Site, users can contact Sidekick's Customer Support at support@getasidekick.com for assistance.

Basics

Order cancellations can be performed on Sidekick, when eligible, by Customer Support or through the Resolution Center per order.

Filing a transaction dispute or reversing a payment through your payment provider or your bank is a violation of these Payment Terms. Doing so may get your account temporarily or permanently disabled. Note: Once you have filed a dispute with your payment provider, the funds will be ineligible for a refund due to our obligations towards the payment provider.

In the event that you encounter an issue related to the service provided in an order, you are encouraged to use the Site's dispute resolution tools to attempt to resolve the matter.

Sidekick, through its Payment Services Provider, reserves the right to cancel orders or place funds on hold for any suspected fraudulent transactions made on the Site.

All transfer and assignment of intellectual property to the Buyer shall be subject to full payment and the delivery may not be used if payment is canceled for any reason.

If an order is canceled (for any reason), the funds paid will be returned to the Buyer's Sidekick balance.

Revisions to deliveries can be performed by Sellers based on the Seller's service and customer care. Sellers may determine the amount of revisions they wish to offer, including no revisions.

Requests for revisions can be performed through the Order Page while the order is marked as Delivered.

Requesting to gain more services from Sellers beyond the agreed requirements by using the request revisions button is not allowed.

Order Cancellations

Sidekick encourages Buyers and Sellers to resolve service disputes mutually using the Resolution Center.

Eligibility for requests to Sidekick to cancel an order will be assessed by our Customer Support team based on a number of factors, including violations of our Terms of Service and/or our Code of Conduct, general misconduct, and improper usage of the Sidekick delivery system. See below for Order specific eligibility.

Completed orders (or, where applicable, completed milestones) may be canceled, upon review of our Customer Support team, up to 14 days after the order is marked as complete.

Please be advised that orders cannot be partially canceled (i.e. we can only cancel the entire order when it is justified).

In rare circumstances where we find it appropriate, our Customer Support team may cancel a completed order even after 14 days have passed from its completion. In such cases, the amounts paid for the canceled order will be returned to the Buyer's Sidekick balance and will be deducted from the Seller's Sidekick balance or, if there are no sufficient amounts in the Seller's Sidekick balance, from future revenues of such Seller.

Orders are not eligible to be canceled based on the quality of service/materials delivered by the Seller if the service was rendered as described in the Sidekick page. You may rate your experience with the Seller on the Order Page, including the overall level of service quality received.

You must use Sidekick Resolution Center to address your concerns and desired resolution related to the service provided by their Seller prior to contacting Customer Support. Customer Support will not take any action against Orders where the applicable has failed to inform their Seller of issues related to the Seller's service and will allow Sellers to provide a resolution first. This does not include non-permitted usage of Sidekick.

Any non-permitted usage of Sidekick encountered during an Order, after being reviewed by our Customer Support team, may result in the order being canceled. This includes, but not limited to; harassment, unlawful behavior, or other violations of Sidekick's Terms of Service.

Sidekick Customer Support will cancel orders based on, but not limited to, the following reasons:

Active orders (after requirements were submitted to the Seller and before the Seller delivers on Sidekick):

The Seller is late and unresponsive for more than 24 hours while the order is marked as Late.

Users are abusive towards the other party through threats of low ratings or leveraging order materials (such as logins, personal information) against each other.

Users supplied or included copyright/trademark infringing materials as part of their requirements or the Seller's delivery.

The user is no longer an active Sidekick user due to Terms of Service violations or closure of their account.

Delivered Orders (after the Seller clicks Deliver Now and before the order is marked as complete)

The Seller uses the Delivery system to extend the delivery due date to complete the requested service without providing the final delivered service. Note: Multiple reported offenses will result in permanent suspension of your account.

The Seller delivers no files and/or proof of work related to the agreed upon order requirements. Note: Subjectivity of the materials in question will be reviewed by our Customer Support team.

The Seller requests additional payments, on or off the Sidekick platform, by withholding the final delivery of services directly related to the agreed requirements.

The Seller is withholding the final delivery of services for improved ratings.

Users who abuse the Request Revisions button to gain more services from Sellers beyond the agreed requirements.

Users who threaten to leave a damaging review to gain more services from the Seller not related to the agreed requirements.

Completed Orders (after the order is marked as complete and before the 14-day limitation)

Users who have been reported to use copyright/trademark infringing materials after verification and with proof.

Users who did not purchase commercial use rights and are reported to have used the materials commercially. Note: Terms of Commercial use are found on the Seller's Sidekick page and cannot be retroactively included once the order is completed for over 14 days.

Sidekick Customer Support will review cases of Order delivery manipulation that prevents users from fully utilizing our Resolution Center that enabled the order to be marked as complete.

Chargebacks

Sidekick reviews cases of payment provider chargebacks and disputes on behalf of Sellers. Although results vary per case due to each chargeback reason, we work hard on resolving disputes in the Seller's favor. If the chargeback case allows, Sidekick (or one of Sidekick's Payment Services Providers) will return parts or full revenue back to Sellers, otherwise the chargeback amount will be borne by the Seller.

Refunds

Sidekick does not automatically refund payments made for canceled orders back to your payment provider. Funds from order cancellations are returned to the Buyer's Sidekick balance and are available for future purchases on Sidekick. If the service fees were not returned to your Sidekick balance following an order cancelation, such service fees' amount will be exempted from your next purchase on Sidekick.

Deposit refunds (i.e. refunds directly to your payment provider) can be performed by our Customer Support team, based on the Order's original payment amount and currency. To prevent fraud and abuse, we limit the total amount of times users can request a payment provider refund, which is subject to review by our Customer Support team. Such refunds may be subject to an additional fee.

General Terms

Modifications

Sidekick may make changes to these Payment Terms from time to time. When these changes are made, Sidekick will make a new copy of the terms available on this page.

You understand and agree that if you use Sidekick after the date on which the Payment Terms have changed, Sidekick will treat your use as acceptance of the updated Payment Terms.

Disclaimer of Warranties

YOUR USE OF THE SITE, ITS CONTENT AND ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE IS AT YOUR OWN RISK. THE SITE, ITS CONTENT AND ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. NEITHER SIDEKICK NOR ANY PERSON ASSOCIATED WITH SIDEKICK MAKES ANY WARRANTY OR REPRESENTATION WITH RESPECT TO THE COMPLETENESS, SECURITY, RELIABILITY, QUALITY, ACCURACY OR AVAILABILITY OF THE SITE.

THE FOREGOING DOES NOT AFFECT ANY WARRANTIES WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

Limitation on Liability

IN NO EVENT WILL SIDEKICK, ITS AFFILIATES OR THEIR LICENSORS, SERVICE PROVIDERS, EMPLOYEES, AGENTS, OFFICERS OR DIRECTORS BE LIABLE FOR

DAMAGES OF ANY KIND, UNDER ANY LEGAL THEORY, ARISING OUT OF OR IN CONNECTION WITH YOUR USE, OR INABILITY TO USE, THE SITE, ANY WEBSITES LINKED TO IT, ANY CONTENT ON THE WEBSITE OR SUCH OTHER WEBSITES OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE SITE OR SUCH OTHER WEBSITES, INCLUDING ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO, PERSONAL INJURY, PAIN AND SUFFERING, EMOTIONAL DISTRESS, LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF GOODWILL, LOSS OF DATA, AND WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT OR OTHERWISE, EVEN IF FORESEEABLE.

IN ACCEPTING LIABILITY AS THE LIMITED AUTHORIZED PAYMENT COLLECTION AGENT OF SELLER, SIDEKICK AND ITS AFFILIATES ASSUME NO LIABILITY FOR ANY ACTS OR OMISSIONS OF SELLER.

THE FOREGOING DOES NOT AFFECT ANY LIABILITY WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

The term "Affiliate" referred to herein, is an entity that, directly or indirectly, controls, or is under the control of, or is under common control with Sidekick, where control means having more than fifty percent (50%) voting stock or other ownership interest or the majority of voting rights of such entity.