

Terms Of Service

Last updated: December 1st, 2022

Welcome to **Infinity Force Pte Ltd** (“Company”, “we”, “our”, “us”)!

These Terms of Service (“Terms”, “Terms of Service”) govern your use of our website located at **infinityforce.com** (together or individually “Service”) operated by **Infinity Force Pte Ltd**.

Our Privacy Policy also governs your use of our Service and explains how we collect, safeguard and disclose information that results from your use of our web pages.

Your agreement with us includes these Terms and our Privacy Policy (“Agreements”). You acknowledge that you have read and understood Agreements, and agree to be bound by them.

Your access to and use of the services (the “Services”) we make available to you on the Platform is conditioned upon your acceptance of and compliance with these Terms. These Terms apply to all visitors, users and others who wish to access or use the Services. By accessing or using the Services, you agree to be bound by these Terms and to receive all communications and notices from us electronically. If you disagree with any part of the Terms, then you do not have our permission to access the Service. If you do not agree with (or cannot comply with the) Agreements, then you may not use the Service, but please let us know by emailing at **admin@infinityforce.com** so we can try to find a solution. These Terms apply to all visitors, users and others who wish to access or use our Service.

If you are accessing or using the Services on behalf of a business or other legal entity (“Business”), (i) you represent that you are authorized to enter into, and bind the Business to these Terms and register for the Services; and (ii) the Business is legally and financially responsible for your access to and use of the Services, as well as for the use of the Services by others affiliated with you, including any employees, agents or contractors.

1. Overview.

Work Parallel enables businesses to seamlessly manage relationships with local and international independent contractors. You may register to the Platform as either a “Contractor” or “Client/Employer”. Depending on the designation of your account, different Services may be available to you. Certain Services may also only be available subject to the payment of such fees detailed on the Platform.

Client and Contractor Management Services

Employers use Work Parallel to seamlessly onboard Contractors to their accounts payable systems, conduct vendor due diligence, guide them on compliance in regards to tax and labor regulations, execute agreements and produce statements of work, and simplify the process of making payments to Contractors (“Client Management Services”).

Contractors use Work Parallel to easily connect with their clients, memorialize contract terms, store payment and bank account preferences, and unify payment flows through a single platform (“Contractor Management Services”).

How it works:

- Registration is free.
- Work Parallel collects compliance information from Contractors on behalf of **Clients**.
- **Clients** pay a monthly fee, fixed fee, or per active contract fee and a percentage fee of the volume paid out, as further set forth on the Work Parallel Platform.
- Work Parallel’s Contract generation tool allows Users to set memorialize timelines, deliverables, fees, and acceptance criteria.
- **Clients** and Contractors agree that the acceptance criteria have been met.
- **Clients** make payments to Contractors through the Work Parallel Platform using supported payment methods.
- Work Parallel makes payouts to Contractors.
- Contractors receive owed funds after every payout until the contract is terminated by either **Clients** or Contractor.
- In the event that the contract is a milestone contract, the contract will continue until it is terminated.

Consultant Services

Clients may also use Work Parallel to receive the services of specialized consultants engaged by Work Parallel, Work Parallel EOR Partners and/or other third-party partners of Work Parallel (“Consultants”) for the provision to Clients of certain human resource and other related services

("Consultant Services"). The receipt of any Consultant Services is subject to the execution of a separate agreement between the [Clients](#) and Work Parallel or the applicable Work Parallel EOR Partner, as set forth on the Work Parallel Platform ("Consultant Services Agreement"). In the event of a conflict between the Consultant Services Agreement and these Terms, the provisions of the Consultant Services Agreement shall prevail.

2. Definitions.

Capitalized terms in these Terms of Service are defined as follows:

"Account" is an account to access and use the Platform in accordance with the terms hereof.

"Administrators" are Users with authority to, on behalf of a Business, apply for an Account, access the Services, manage an Account, and otherwise act on behalf of the Business.

"Clients" are Users who use the Services to onboard Contractors, perform due diligence, generate and execute Contracts, make payments to Contractors for their services and/or in connection with the receipt of any Consultant Services.

"Contracts" are the legally binding documents executed by Clients and Contractors using the Platform's Contract generation tool that describe the services to be provided by the Contractor, payment terms, and other information regarding the legal relationship between a Client and a Contractor.

"Contractors" are Users who offer and perform services to Clients as described in Contracts and who receive payments from Clients through the Platform.

"Work Parallel EOR Partners" are third parties engaging with Consultants as an employer of record in connection with the provision of Consultant Services.

"Disputes" are disagreements between a Client and a Contractor regarding performance of, or payment for the services described in a Contract.

"Payment Service Provider(s)" are third-party financial service providers with respect to payment of funds by Users hereunder, including, payments from Clients and settlement of funds to Contractors as part of the Management Services.

"Funds" are the funds payable to Contractors for the services described in a Contract.

"Management Services" are any Client Management Services or Contractor Management Services.

“Users” are Clients, Contractors, Administrators, and any other person authorized to access an Account.

3. Eligibility.

We make the Platform and the Services available to Users 18 years of age or older. If you are not 18, you may not create an Account or use the Services. You must be a human to open an Account. Accounts registered by “bots” or other automated methods are not permitted. You may not maintain more than one Account at a time. By applying for an Account and using the Services, you represent and warrant that you are of legal age to form a binding contract and meet all of the foregoing eligibility requirements. If you do not meet these requirements, you may not access or use the Services or apply for an Account. Work Parallel may refuse to provide an Account for any individual or entity at its sole discretion.

4. Work Parallel Accounts.

4.1. Applying for an Account. In order to access and use the Services, you will be required to create an account. To apply for an Account, you must provide your full legal name, a valid email address, your social security number, EIN, TIN, legal address and any other required information to complete the sign-up process, as requested by Work Parallel. If you are applying for an Account on behalf of a Business, you may also be required to provide a business address, business ownership details, the nature of the business and other business information that we may request. We will use this information to permit Work Parallel and its financial partners to conduct due diligence on you prior to opening an Account, and throughout the course of our business relationship with you. Our use of your information is subject to the terms of our Privacy Policy (“Privacy Policy”). If you do not agree to the terms of our Privacy Policy, do not apply for an Account. If you are applying for an Account on behalf of a Business, you must specify at least one Administrator. You are liable for any actions of your Administrator, and for any other person with access to your credentials or your Account. If you are an Administrator, you represent and warrant that you have the authority to apply for and to manage your Business’ Account.

4.2. Account Security. You are fully and solely responsible for maintaining the privacy and security of your computer system, mobile device and all activity on your Account, even if such activities were not committed by you. You will promptly disable access to the Services if you believe your Account has been compromised or stolen, and you will immediately notify us if you believe your Account credentials have been compromised or stolen, and in the event of any unauthorized access to or use of your Account. Parallel will not be liable for any losses or damage arising from unauthorized use of your account or password, and you agree to indemnify and hold Work Parallel harmless for any unauthorized, improper or illegal use of your account and any charges and taxes incurred, unless you have notified us via email at admin@infinityforce.com that your account has been compromised and have requested that we block access to it, which we will do as soon as reasonably practicable. We will attempt to prevent unauthorized transactions or other activity using your Account, and we will assist you in

the event your Account is compromised, but we do not police for and cannot guarantee that we will learn of or prevent, any inappropriate use of the Services and you are solely responsible for any financial or other loss that results from unauthorized access to your Account. We may suspend access to your Account if we suspect your Account has been compromised.

5. Use of Services.

Subject to these Terms and the terms of any Consultant Services Agreement, as applicable, Work Parallel allows you to access and use the Platform and/or Services on a non-exclusive basis solely for your or the Business', as applicable, internal business purposes. Work Parallel may, at its sole discretion and at any time, modify or discontinue providing the Services or any part thereof without notice.

Use of and access to the Platform and/or Services is void where prohibited by law. By using the Services, you (where relevant on behalf of the applicable Business) represent and warrant that (a) any and all registration information you submit is truthful and accurate; (b) you will maintain the accuracy of such information; (c) your use of the Services does not violate any applicable law, regulation, or obligation you may have to a third party; (d) will not add any Personal Data (as defined in the DPA) of any third-party ("Third-Party") to the Services, without the prior consent of the applicable Third-Party, and shall ensure that a record of such consents is maintained, all as required under applicable law; and (e) you shall comply with applicable laws, regulations, guidelines, these Terms and any Consultant Services Agreement throughout your use of the Platform and/or Services.

6. Content.

Certain types of content may be made available through the Services. "Content" as used in these Terms means, collectively, all content on or made available through the Services, including any documents, images, photos, pictures, videos, data, audio or text, and any modifications or derivatives of the foregoing. Work Parallel allows you to upload certain content including but not limited to documents, text and other data on or through the Services, referred to herein as "User Content".

EXCEPT AS EXPRESSLY SET FORTH IN ANY CONSULTANT SERVICES AGREEMENT, Work Parallel DOES NOT ENDORSE ANY CONTENT (INCLUDING WITHOUT LIMITATION ANY USER CONTENT) OR ANY OPINION, RECOMMENDATION, OR ADVICE EXPRESSED IN ANY CONTENT AND EXPRESSLY DISCLAIMS ANY AND ALL LIABILITY IN CONNECTION WITH THE CONTENT AND/OR USER CONTENT. WE DISCLAIM ALL LIABILITY, REGARDLESS OF THE FORM OF ACTION, FOR THE ACTS OR OMISSIONS OF ANY AND ALL USERS (INCLUDING UNAUTHORIZED USERS), WHETHER SUCH ACTS OR OMISSIONS OCCUR DURING THE USE OF THE SERVICES OR OTHERWISE.

Work Parallel may, at its sole discretion, choose to monitor User Content for inappropriate or illegal behavior, including through automatic means, provided however, that Work Parallel reserves the right to treat User Content as content stored at the direction of users for which Work Parallel will not exercise editorial control except when violations are directly brought to Work Parallel's attention.

You understand that Work Parallel is not responsible for the accuracy, usefulness, safety, appropriateness of, or infringement of any intellectual property rights of or relating to this Content (including but not limited to the User Content). Although Users must agree to these Terms, it is possible that other Users (including unauthorized users) may post or transmit offensive or obscene materials and that you may be involuntarily exposed to such offensive or obscene materials. You hereby waive any legal or equitable rights or remedies you have or may have against us with respect thereto.

It is also possible for others to obtain Personal Data about you due to your use of the Platform, including through any User Content that you make available through your account. Anyone receiving or viewing User Content you share with other Users may use information you provided through such User Content for purposes other than what you intended. We are not responsible for the use of any Personal Data that you disclose on the Platform or through any User Content by any third party. By making any information available through the Platform you acknowledge that you understand and have agreed to such risks.

7. Restrictions.

7.1 User Content Restrictions. Work Parallel has no obligation to accept, display, or maintain any User Content. Moreover, Work Parallel reserves the right to remove and permanently delete any User Content uploaded by you, without notice and for any reason. You are and shall remain at all times fully and solely responsible for any User Content that you upload to the Services. You represent and warrant that any User Content that you upload (i) complies with applicable law; (ii) does not infringe or violate any third-party intellectual property rights, privacy or publicity rights, or moral rights; and (iii) that you have all necessary rights and authorities to submit such User Content.

Without limiting the foregoing, you agree that you will not transmit, submit or upload any User Content to the Platform and/or Services or act in any way that: (i) restricts or inhibits use of the Services; (ii) imposes an unreasonably or disproportionately large load on our infrastructure; (iii) violates the legal rights of others, including defaming, abuse, stalking or threatening Users; (iv) infringes (or results in the infringement of) the intellectual property rights, moral rights, publicity, privacy, or other rights of any third party; (v) is (or you reasonably believe or should reasonably believe to be) stolen, illegal, counterfeit, fraudulent, pirated, violent or unauthorized, or in furtherance of any illegal, counterfeiting, fraudulent, pirating, unauthorized, or violent activity, or that involves (or you reasonably believe or should reasonably believe to involve) any stolen, illegal, counterfeit, fraudulent, pirated, or unauthorized material; (vi) does not comply with all applicable laws, rules and regulations; or (vii) posts, stores, transmits, offers, or solicits anything that contains the following, or that you know contains links to the following or to locations that in turn contain links to the following: (a) material that we determine to be offensive (including

material promoting or glorifying hate, violence, bigotry, or any entity (past or present) principally dedicated to such causes or items associated with such an entity), (b) material that is racially or ethnically insensitive, defamatory, harassing or threatening, (c) pornography or obscene material, (d) any virus, worm, trojan horse, or other harmful or disruptive component; or (e) anything that encourages conduct that would be considered a criminal offense, give rise to civil liability, violate any law or regulation or is otherwise inappropriate or offensive.

7.2. Use Restrictions. You may not use the Platform and/or Services for any illegal, fraudulent or unauthorized purposes. You may not use the Services to violate intellectual property laws, or any other laws in your jurisdiction that are applicable to you. You may not use the Services for personal, household, family, consumer or other non-commercial purposes. You may only use the Services for your bona fide internal business purposes in accordance with the terms hereof. You may not use the Services to solicit or provide services for the benefit of (a) an individual, organization, or country that is blocked or sanctioned by the United States, including those identified on the United States Office of Foreign Asset Control (OFAC); (b) any unaffiliated third parties; or (c) any other services not for the benefit of a User.

Further, you may not (i) use the Platform and/or Services to solicit or provide services involving or related to any of the Prohibited User Activities set forth in the Prohibited Activity List; or (ii) do or attempt to do any of the Prohibited Uses set forth in the Prohibited Activities List. If we suspect or determine that you are using the Services in any many related to any Prohibited User Activities and/or Prohibited Uses, we reserve the right to disable your Account, freeze any funds in your Account, and report your activity to our financial services providers and other regulatory authorities with jurisdiction over us or you. To the extent permitted by applicable law, we will provide you with notice of any of the foregoing promptly following taking any such action.

8. Data Protection.

You acknowledge and agree that Work Parallel may collect and process your Personal Data in connection with your receipt of the Services. Work Parallel shall process such Personal Data in accordance with Work Parallel's Data Processing Addendum which forms an integral part of the Terms of Service. The Data Processing Addendum is available here (the "DPA").

9. Payments.

9.1 Payment Plans. If you are a Client, certain Services are subject to the payment of the fees to Infinity Force detailed on the Work Parallel Platform. You may access and use such Services by selecting from one of our payment plans ("Payment Plan(s)"). Payment Plan details are set forth on our Pricing Page. You hereby agree to make payment to Infinity Force of such fees detailed on the Platform in accordance with your applicable Payment Plan. If you are using our Platform in connection with Consultant Services provided by Work Parallel EOR Partners, your use of the

Platform is not subject to the payment of any fees to Infinity Force. Please note additional fees may apply pursuant to the applicable Consultant Services Agreement.

The payment plan will be charged at the moment you issue a payment to a Contractor or an employer or record on the platform as an additional amount. A separate invoice will be generated and will be located in the billing section.

If you pay for your Payment Plan using a debit method, wire transfer or credit card ("Card"), the following terms apply:

- Foreign Transaction Fees. You acknowledge that for certain transactions, your Card's issuing bank may charge a foreign transaction fee or other charges.
- Declined Payment. If payment is declined due to expiration of the Card, insufficient funds, or otherwise, Client remains responsible for any amounts not remitted to Infinity Force and Infinity Force may, in its sole discretion: (i) continue presenting the Card once it has been updated by Client (if applicable) or (ii) terminate this Agreement.
- In the case where you have auto payments activated on Work Parallel, we will automatically charge you your payment plan on top of the payments Client will be issuing.

Work Parallel may modify your Payment Plan fees at any time and in its sole discretion upon at least 30 days advance notice to you before the end date of your next billing cycle. Changes to Payment Plans will become effective at the end of the next billing cycle following your receipt of notice of the change. If you do not agree to the fee change, you must terminate your Payment Plan at least 5 days prior to the end of your next billing cycle by sending Work Parallel notice of termination to admin@infinityforce.com. Your continued use of the Services after the Payment Plan change becomes effective constitutes your consent to the new Payment Plan terms.

Payment Plan fees are stated exclusive of any sales tax, value-added taxes, use or withholding tax or other governmental assessments of any nature in your jurisdiction (collectively, "Taxes"). You are responsible for paying all Taxes associated with your Payment Plan, except for those taxes based on our net income. Should any payment for the Services be subject to withholding tax by any government, you will reimburse us for such withholding tax.

Infinity Force may, at its sole discretion, offer a Payment Plan with a free trial for a limited period of time ("Free Trial"). To participate in a Free Trial, you must select a Payment Plan and provide a valid payment method, however, we will not charge your payment method unless you continue using the Services after the Free Trial is over. If you are on a Free Trial, you may cancel at any time until the last day of your Free Trial by emailing admin@infinityforce.com. If you or Work Parallel cancel your Free Trial, you acknowledge and agree that we may delete all Contracts, Forms, Content, and all other data associated with your Account during your Free Trial. If you do not cancel your Free Trial, then your Free Trial will automatically be converted to a paid Payment Plan at the end of the trial period, and you hereby authorize us to charge the payment method you provided us in accordance with your Payment Plan. To cancel your Payment Plan after your Free Trial has ended and your Payment Plan has begun, you must notify us by sending Work Parallel notice of termination to at least 5 days prior to the end of your next billing cycle. At any time and without notice, Infinity Force reserves the right to (a) modify the terms of

any Free Trial offer, (b) withdraw any Free Trial offer, or (c) cancel any Free Trial Payment Plan at any time.

Your payment obligations under your Payment Plan for each billing cycle may not be canceled after a billing cycle has commenced, and you will not receive a partial refund if you stop using the Services and terminate your Payment Plan before the end of a billing cycle. All fees paid by you to Infinity Force are non-refundable and there are no credits for partially used Payment Plan periods. We may consider certain refund requests on a case-by-case basis in our sole discretion.

9.2 Payment Methods. Except for Work Parallel's role as a limited payment agent for Contractors as set forth in Section 10.4, Infinity Force and Work Parallel does not and will not provide banking, deposit taking, stored value, escrow, insurance or any other financial service to Users. To facilitate payments through the Service, Work Parallel partners with a variety of Payment Service Providers, including payment gateways, money transmitters, wallet providers, credit and debit card payment processors, merchant acquirers, and merchant acquiring banks. See our Payments Page for more information on supported third-party payment methods in your location. Depending on your location, some payment methods may not be available to you, and we cannot guarantee that you will be able to use any payment method in connection with the Services even in locations where your preferred payment method is available for use. Depending on the desired payment method, Users may be required to enter into a separate agreement with the applicable Payment Service Provider ("Payment Service Provider Agreement"). Your use of any payment method is subject to the terms and conditions of the applicable Payment Service Provider's rules and regulations and your agreement with them, and we will not be liable to you for any losses you suffer in connection with your use of any third-party payment services. Infinity Force is not a party to your Payment Service Provider Agreement and will not intervene in any disputes related to payments you make or receive using any third-party payment method. Infinity Force and Work Parallel also supports Client payments via Automated Clearing House ("ACH") transfer, which will be subject to the National Automated Clearing House Association ("NACHA") Operating Rules, and by wire transfer. Users are solely responsible for payment of insufficient funds fees, overdraft fees, wire transfer fees or other bank fees that you or we incur in connection with ACH payments, Payment Service Provider transaction fees, taxes, and any other third-party payment method fees or charges. Work Parallel does not charge Contractors any fees for payments processed through the Platform regardless of payment method. However, Work Parallel is not responsible for any transaction fees, foreign exchange fees or any other fee imposed separately on a Contractor by a Payment Service Provider or by Contractor's own financial institution.

9.3 Compliance. Solely to protect against money laundering, terrorist financing, fraud, unauthorized transactions or as otherwise required by applicable law, Work Parallel and Payment Service Providers will collect, store and analyze User payment information. For more information on how we use your payment information, please see our Privacy Policy for more information here. Payment Services Providers may also collect payment information necessary for processing User payments. Except for payment amount and payment status details stored in your dashboard, Infinity Force and Work Parallel do not have access to payment information provided to Payment Services Providers, and such information will be subject to the privacy policy of each Payment Service Provider.

By using any payment method and providing payment information to Infinity Force or to any Payment Service Provider, you represent and warrant that you are the owner, or authorized representative of the owner of the bank account or payment method account you use to send or receive payments, and that you are legally authorized to send or receive payments using such accounts.

All payment services, including withdrawal services will be provided by Work Parallel's Payment Service Provider.

9.4 Payment Service Providers. If you make or receive payments using a Payment Service Provider, you acknowledge and agree that you will comply with any Payment Service Provider terms of service or other agreement between you and the Payment Service Provider. We will not be held liable for any losses or damages, direct or indirect, pecuniary or non-pecuniary, resulting from the actions or omissions of any Payment Service Provider, and we expressly disclaim any responsibility in this regard. Any fees for use of a Payment Service Provider to make payments or receive payments will be borne by you. Any fees imposed on you by a Payment Service Provider are in addition to any fees payable to Work Parallel.

10. Management Services.

The following terms apply to any Management Services hereunder:

10.1 Contracts.

10.1.1 Contract Dashboard. Users can use the Platform to create and manage Contracts. Each Contract is assigned a unique Contract ID. Users can organize Contracts on the Work Parallel dashboard according to Contract type, execution status, Client, Contractor and ID.

10.1.2 Contract Templates. Work Parallel provides Users with three Contract templates ("Templates"):

- "Fixed Contract" - open-ended contracts featuring fixed payments at regular intervals for recurring services.
- "Pay As You Go Contract" closed-end contracts featuring payment of a predetermined amount upon acceptance of services by the Client, partial payment can be made at regular intervals.
- "Milestone Contract" - contracts featuring fixed payments upon achievement of pre-defined milestones.

10.1.3 Contract Generation. Users can set contract terms by selecting from pre-set parameters using Work Parallel's Contract generation tool. Parameters include Client and Contractor names and addresses, Contract type, payment type, payment cycles, special clauses and jurisdiction. Users can also use the web form to input project scope, Statements of Work, and other Contract details.

10.1.4 Contract Execution. Users can use Work Parallel's secure-sign functionality to execute agreements. Contracts executed on Work Parallel are legally binding.

10.1.5 Pre-Existing Agreements. Users can also use the Work Parallel dashboard to upload and manage agreements created and executed by Clients and Contractors outside the Platform. Users can extract parameterized terms from pre-existing agreements such as payment amount, type, and due date, and amend pre-existing agreements to insert new terms, all from within the same interface.

10.1.6 Contract Management. Users can securely store and manage multiple Contracts in their Accounts organized by type, counterparty, and completion status. Users can limit access to Contracts and Contract information to specific persons, companies, or groups. Users can track each Contract according to Client approval status and payment status. Users may also modify or terminate Contracts through the Platform.

10.1.7 Prohibited Contract Terms. If we determine that the content of a Contract violates these Terms or the Prohibited Activity List, we may remove the Contract from your Dashboard without prior notice to you. We may also suspend or close your Account. To the extent permitted by applicable law, we will provide you with notice of any of the foregoing promptly following taking any such action. Contracts removed from your Account may not be edited or restored.

10.2. Disputes and Contract Cancellations.

10.2.1 Reversals and Disputes. Clients should not initiate payments until Contractors have met the acceptance criteria or other requirements detailed in a Contract. Except to satisfy the compliance obligations set forth in Section 9.3, Work Parallel cannot reverse payments or withhold funds from Contractors, and cannot cause Payment Service Providers to reverse payments or withhold funds from Contractors once funds have been received by Work Parallel or the relevant Payment Service Provider. If a Client is not satisfied with the service provided by a Contractor or makes a payment in error, the Client must initiate a refund, reversal or other payment dispute process directly with the Contractor or with the relevant Payment Service Provider. Work Parallel will not adjudicate payment or Contract disputes between Users regardless of payment method or Contract status under any circumstances, and Users are solely responsible for dispute settlement. Refunds and reversals of payments made through a Payment Service Provider are subject to the terms and conditions of your Payment Service Provider agreement.

10.2.2 User-Initiated Contract Cancellation. If a Client owes outstanding payments to a Contractor after completion of work, or if a Client is dissatisfied with the service provided by a Contractor, the Client or Contractor may initiate cancellation of the Contract through the Work Parallel dashboard. Cancellation of a Contract through the Work Parallel dashboard has no bearing whatsoever on the merits of a Contract dispute, or the interpretation of the terms of, or legality or validity of a Contract. The Services record the initiator of, and the time and date of the cancellation. If you delete a Contract, the deleted Contract and all Content therewith will immediately become inaccessible to other Users, after which we will permanently delete the Contract from our servers. Users may not initiate or request payment for services related to, or alter the status of a Contract after it has been canceled.

10.2.3 Contract Cancellation by Work Parallel. Work Parallel may cancel a Contract in the event of suspicious Account activity or Account compromise; fraud, harassment, and threats; unfair, deceptive, or abusive acts or practices; illegal acts; at the direction of a regulatory authority; or for any other violation of these Terms of Service. Work Parallel may also cancel a Contract if a User is no longer an Work Parallel Account holder in good standing. Please contact us if you believe a Contract or another User is in violation of these Terms.

10.3. Appointment of Work Parallel as Payment Agent

Contractors hereby appoint Work Parallel as their limited authorized payment collection agent ("Payment Agent") solely for the purpose of facilitating the receipt of payments (via its Payment Services Provider, if applicable) from Clients for Services provided in connection with Contracts.

Contractors agree that payment received from Clients by Work Parallel will be considered the same as payment made directly to Contractors, regardless of whether Work Parallel remits or fails to remit the payment to Contractors. Contractors also authorize Work Parallel in its role as Payment Agent to:

- hold, disburse and retain payments on behalf of Contractors pursuant to these Terms of Service, or otherwise instruct Work Parallel's Payment Service Providers to do so;
- issue refunds to Clients at the request of Contractors; and
- manage Client credit and debit card chargebacks on behalf of Contractors.

In accepting appointment as Payment Agent, Infinity Force and Work Parallel assumes no liability whatsoever for any acts or omissions of Contractors related to Contracts, Forms, or these Terms of Service, failure by Contractors to provide the Services in accordance with Contracts, or failure by Clients to make payments owed to Contractors, and Contractors understand that Work Parallel's obligation to pay Contractors is subject to and conditional upon Work Parallel's actual receipt of payment from Clients. Contractors further authorize Work Parallel to delegate its Payment Agent obligations under these Terms of Service to certain of its affiliated entities ("Affiliates") both within and outside the United States; provided, that, Work Parallel will remain liable for discharge of its obligations under these Terms of Service by such Affiliates. Contractors represent and warrant that they have carefully read and understood these Terms of Service and accept them fully. Clients' payment obligations to Contractors will be satisfied upon receipt of payment by Work Parallel (or its Payment Service Provider, as applicable), and Work Parallel (via its Payment Service Provider, as applicable) will be responsible for remitting funds to Contractors in the manner described in these Terms of Service. In the event that Work Parallel (via its Payment Service Provider) does not remit any such amounts to a Contractor, the Contractor will have recourse for non-payment solely against, and not Clients. Contractors agree that Work Parallel 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 Clients that Work Parallel may deem necessary or prudent.

10.4. Payments to Contractors. Clients may pay Contractors in any of Work Parallel's supported currencies. Unless Client instructs Work Parallel otherwise, Client will be charged in the currency indicated on the applicable Contract, in the event a Client elects to pay in another currency, the exchange rate will be calculated using forward foreign exchange rates available to

Work Parallel and the maturity of the forward will be selected based on payment date of the relevant Contract with such Contractor. In any event, the actual payment amount, in the actual payment currency will be clearly disclosed to the Client before the Client completes the payment. Contractors may elect to be paid in any one of Work Parallel's supported currencies. Payment Service Provider retail fees and rates will be passed through to the Contractor.

10.6 Ownership of Deliverables. Except as set forth in any Contract or statement of work between the Contractor and Client, Contractor agrees to grant all copyrights and all other intellectual property rights to the work and deliverables delivered to Clients in connection with Contracts ("Deliverables"), and the Contractor waives any and all moral rights to Deliverables. Deliverables will be considered work-for-hire under the U.S. Copyright Act. If Deliverables do not meet the requirements of work-for-hire or when the US Copyright Act does not apply, the Contractor will expressly agree to assign to Client the copyright to the Deliverables. All transfer and assignment of intellectual property to Client will be subject to full payment pursuant to the relevant Contract terms. Clients may not use the Deliverables if payment is not made in full or the Contract is canceled for any reason. Notwithstanding the foregoing, for custom Deliverables (such as art work, design work, report generation, etc.), the Deliverables will be the exclusive property of the Client, and the Contractor assigns all rights, title and interest in the Deliverables to the Client. Contractors further confirm that whatever information they receive from the Client that is not in the public domain, will be kept confidential and will not be shared or used for any purpose whatsoever other than for the delivery of the Deliverables or performance of services for the Client pursuant to the Contract.

11. Communications from Work Parallel.

By creating an Account on our Service, you agree to subscribe to newsletters or marketing materials and other promotional information we may send. However, you may opt out of receiving any, or all, of these marketing communications from us by following the unsubscribe link or instructions provided in any email we send. Please note that we may still send you transactional or administrative messages related to the Services even after you have opted out of receiving marketing communications.

12. Electronic Signatures and Legal Notices.

You agree that any signature or other electronic symbol or process attached to, or associated with a Contract, Form, certificate, or other document between you and Infinity Force, Work Parallel or you and another User with the intent to sign, authenticate or accept the terms of any such Contract, Form, certificate, or other document and any contract formation or record-keeping through electronic means on the Services will have the same legal validity and enforceability as a manually executed signature or use of a paper-based recordkeeping system to the fullest extent permitted by applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, or any similar state law based on the Uniform Electronic Transactions Act, and you hereby waive any objection to the contrary.

You consent to us providing notices to you under these Terms of Service electronically and understand that this consent has the same legal effect as a physical signature.

Contact us immediately via email to admin@infinityforce.com if you are or believe you are having problems receiving Notices.

13. Disclaimers.

Work Parallel is not a law firm, and is not permitted to engage in the practice of law. Work Parallel employees do not act as your attorney or otherwise provide legal advice to you. The Templates, Forms, and other sample documents available to you on Work Parallel are made available to you for informational purposes only and are not a substitute for the advice of an attorney, and may not be relied upon by you in any manner whatsoever with regard to the legality or sufficiency of such materials for your situation or needs.

Your use of any portion of the Services does not create an attorney-client relationship with us. You understand and agree that you or your attorneys or advisors represent you in any legal matter you undertake related in any manner to any Template, Form or any other document you obtain through the Platform. Accordingly, while communications between you and Work Parallel are protected by our Privacy Policy, they are not protected by any attorney-client privilege or attorney work product doctrine. Work Parallel is prohibited from providing any kind of advice, explanation, opinion, or recommendation to you about possible legal rights, remedies, defenses, options, selection of forms or strategies.

The Platform provides Templates, Forms and other automated document generation tools for Users to prepare, create and execute Contracts with other Users, document work progress, and fill out and submit Forms to tax authorities. The information we provide is a compilation of frequently encountered legal and compliance issues generally applicable to engagements between Contractors and Clients, and is not intended to be comprehensive of matters specific to your circumstances.

At no time do we review your Contracts, Forms, or other documents or the information you input for legal sufficiency, draw legal conclusions, provide legal advice or apply the law to the facts of your particular situation or needs.

Work Parallel and the Services are not a substitute for the advice of an attorney. Although Work Parallel takes every reasonable effort to ensure that the Templates, Forms, and other information on the Platform are up-to-date and reflect our best understanding of compliance matters related to engagements with independent contractors, the information on the Platform is not legal advice and is not guaranteed to be correct, complete or up-to-date. Because the law changes rapidly, varies from jurisdiction to jurisdiction, and is also subject to varying interpretations by different courts and certain government and administrative bodies, Work

Parallel cannot guarantee that all the information on the Platform is accurate, up-to-date, complete or sufficient for your specific legal or compliance needs.

The Platform contains links to other compliance resources. We provide these links to help you identify and locate other resources that may be of interest to you, and are not intended to state or imply that Work Parallel sponsors, is affiliated or associated with, guarantees, or is legally authorized to use any trade name, registered trademark, logo, legal or official seal, or copyrighted symbol that may be reflected in the links. Any third party information contained on the Platform or on sites we link to is from sources we believe to be reliable, but which we have not independently verified.

Work Parallel is not responsible for any loss, injury, claim, liability, or damages related to your use of any sites we link to or from errors or omissions in the content of the linked sites. Your use third-party links and information at your own risk. Any tax-related compliance information on the Platform is not intended by us to be used, and cannot be used, for the purpose of (i) avoiding penalties that may be imposed by any governmental taxing authority or agency, or (ii) promoting, marketing or recommending to another party any tax-related advice in such information.

Any suggestions in the information we provide on the Platform are general, and do not take into account an individual's or entity's specific tax circumstances or applicable governing tax law, which may vary from jurisdiction to jurisdiction is subject to change.

Work Parallel makes no express or implied warranties or representations, and Work Parallel has no liability to you with respect to the information and data we provide to you on the Platform or in connection with the Services.

YOUR USE OF THE SERVICES, AND ANY, CONTENT OR INFORMATION OBTAINED THROUGH THE SERVICES IS AT YOUR OWN RISK. THE SERVICES AND CONTENT ANDS INFORMATION OBTAINED THROUGH THE PLATFORM ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY EXPRESS OR IMPLIED IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OR COURSE OF PERFORMANCE OR ANY OTHER. NEITHER Work Parallel NOR ITS AFFILIATES MAKE ANY WARRANTY OR REPRESENTATION WITH RESPECT TO THE COMPLETENESS, SECURITY, RELIABILITY, QUALITY, ACCURACY OR AVAILABILITY OF THE SERVICES OR INFORMATION OBTAINED BY YOU THROUGH THE PLATFORM. THE FOREGOING DOES NOT AFFECT ANY WARRANTIES WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

Work Parallel AND, ITS AFFILIATES DO NOT WARRANT THAT (A) THE SERVICES OR ANY PAYMENT METHOD WILL BE UNINTERRUPTED, SECURE OR AVAILABLE AT ANY PARTICULAR TIME OR LOCATION; (B) ANY ERRORS OR DEFECTS WILL BE CORRECTED; (C) THE SERVICES ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS; OR (D) THE RESULTS OF USING THE SERVICES WILL MEET YOUR REQUIREMENTS.

14. Limitation of liability.

We assume no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of, any Content or Services. We are not responsible for any problems or technical malfunction of any telephone network or lines, computer online systems or equipment, servers or providers, software, failure due to technical problems or traffic congestion on the Internet or on the Services. Under no circumstances shall we be responsible for any loss or damage, including personal injury or death and any injury or damage to any person's mobile device or computer, resulting from use of the Services or from any Content. In addition, we assume no responsibility for any incorrect data, including Personal Data provided by you or on your behalf and you hereby represent and warrant that you are solely responsible for any and all data provided to Work Parallel, including any incorrect data and you shall assume any and all liability for any consequences of provision of such incorrect data to us.

IN NO EVENT WILL Work Parallel, NOR ITS DIRECTORS, EMPLOYEES, PARTNERS, AGENTS, SUPPLIERS, OR AFFILIATES, BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING WITHOUT LIMITATION, LOSS OF PROFITS, DATA, USE, GOODWILL, OR OTHER INTANGIBLE LOSSES, RESULTING FROM (A) YOUR ACCESS TO OR USE OF OR INABILITY TO ACCESS OR USE THE SERVICES; (B) ANY CONDUCT OR CONTENT OF ANY USER OF THIRD PARTY ON THE SERVICES; (C) ANY CONTENT OBTAINED FROM THE SERVICE; AND (D) UNAUTHORIZED ACCESS, USE OR ALTERATION OF YOUR TRANSMISSIONS OR CONTENT, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE) OR ANY OTHER LEGAL THEORY, WHETHER OR NOT WE HAVE BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGE, AND EVEN IF A REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

OUR MAXIMUM LIABILITY TO YOU UNDER THESE TERMS IS LIMITED TO THE GREATER OF THE TOTAL AMOUNT OF FEES ACTUALLY PAID BY YOU TO US IN THE THREE MONTHS PRECEDING THE EVENT THAT IS THE BASIS OF YOUR CLAIM OR \$500.00. THESE LIMITATIONS APPLY REGARDLESS OF THE LEGAL THEORY ON WHICH YOUR CLAIM IS BASED.

15. Exclusions.

Some jurisdictions do not allow the exclusion of certain warranties or the exclusion or limitation of liability for consequential or incidental damages set forth in the "LIMITATION OF LIABILITY" and "DISCLAIMER" sections above, so the limitations above may not apply to you.

16. Confidentiality.

“Confidential Information” means any business and technical information disclosed by one party (“Disclosing Party”) to the other party (“Receiving Party”) that is identified as confidential or proprietary, or which should reasonably be understood to be confidential or proprietary. Confidential Information does not include information which Receiving Party can show (a) is or has become publicly available without its breach of this Agreement; (b) was in its possession prior to disclosure, (c) was provided by a third party having a lawful right to make the disclosure; or (d) is required to be disclosed by law or a court order (“Order”), provided the Receiving Party provides prompt written notice of the requirement and cooperates with Disclosing Party as reasonably necessary to limit or eliminate such requirement, if and to the extent permitted by such Order. Receiving Party will not use the Confidential Information of the Disclosing Party except for performance of its obligations under this Agreement. The terms and conditions of this Agreement, including without limitation any pricing terms hereof, shall be deemed the Confidential Information of Work Parallel. All User Content added by a User to the Platform shall be deemed Confidential Information of the User, provided however, that Work Parallel may use any data received from the User (including but not limited to User Content) for its own internal purposes, such as, without limitation, the general improvement of its products and services or in order to recommend its services to third parties.

Prohibited Activity List

Prohibited User Activities:

- Pornography, prostitution, escorting or other adult or obscene services or activities;
- Online gambling, lotteries, Internet gaming, contests, sweepstakes, or offering of prizes as an inducement to purchase goods or services;
- Illegal prescription drug sales, illegal tobacco or e-cigarette sales, substances designed to mimic illegal drugs, and any other illegal substances;
- Drug paraphernalia;
- Online or other non-face-to-face pharmacies or pharmacy referral services, or pseudo pharmaceuticals;
- Marijuana dispensaries;
- Any product or service that infringes upon the copyright, trademark or trade secrets of any third party;
- Age-restricted products or services;
- Bail bond services;
- Bidding fee auction services;
- Check cashing, money transmission, and currency exchange services, the sale of video game or virtual world credit or other virtual currency that can be monetized, re-sold or converted to physical or digital goods or services or otherwise exit the virtual world, and any other services involving the sale of financial instruments;
- Esoteric services (e.g. astrology, psychic reading etc.);
- Extended warranty services;
- Weapons and munitions;

- Terroristic or other illegal organizations;
- Multi-level marketing, pyramid schemes, any other deceptive marketing services;
- Undefined or poorly described products or services;
- The sale of social media activity (e.g. Twitter followers, Facebook likes, or YouTube views);
- Spyware, malware, virus, back-door, drop dead device or other program installation services;
- Unfair, predatory or deceptive products and services;
- Activities or services that we determine to be offensive, including, which promote or glorify hate, violence, bigotry, or any entity (past or present) principally dedicated to such causes or items associated with such an entity;
- Activities or services that are racially or ethnically insensitive, defamatory, harassing or threatening; or
- Any other activity that encourages conduct that would be considered a criminal offense, gives rise to civil liability, violates any applicable law or regulation or is otherwise inappropriate or offensive.

Prohibited Uses:

- Duplicate, decompile, reverse engineer, disassemble or decode the Services (including any underlying idea or algorithm), or attempt to do any of the same;
- Access or use the Services in any manner that could disable, overburden, damage, disrupt or impair the Services or interfere with any other party's access to or use of the Services or use any device, software or routine that causes the same;
- Attempt to gain unauthorized access to, interfere with, damage or disrupt the Services, Accounts registered to other Users, or the computer systems or networks connected to the Services;
- Circumvent, remove, alter, deactivate, degrade or thwart any technological measure or content protections of the Services;
- 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 Services, or engage in any manual process to do the same;
- Introduce any viruses, trojan horses, worms, logic bombs or other materials that are malicious or technologically harmful;
- Use the Services for illegal, harassing, unethical, or disruptive purposes;
- Violate any applicable law or regulation in connection with your access to or use of the Services;
- Use or access another User's account or password without permission; or
- Access or use the Services in any way not expressly permitted by these Terms or any Consultant Services Agreement.

