

## PINCH TERMS AND CONDITIONS

Effective June 1, 2020

### 1. ACCEPTANCE OF TERMS AND CONDITIONS

Please read these Terms and Conditions carefully before you start to use the PINCH Platform.

This Agreement constitutes a binding legal agreement between you ("User" or "you" or "your") and PINCH, LLC d/b/a PINCH (collectively, "PINCH" or "us" or "we" or "our"). This Agreement governs your use of our platform and services which facilitate communications between Users through the PINCH mobile application (the "App") and our website [www.pinchjob.com](http://www.pinchjob.com) (the "Site"). Our services, platform, Site, and App are referred to collectively as the "PINCH Platform". The Site and App may be modified from time to time in order to improve the User experience; however, such modifications shall not constitute a material change to these Terms and Conditions.

By installing, using, or accessing any component of the PINCH Platform and/or by using the "click to accept" feature when these Terms and Conditions are presented, you expressly acknowledge that you have read and understood these Terms and Conditions and agree to be bound by them. You further represent and warrant that: (a) you are at least 18 years old and of legal age to enter into a binding contract with PINCH in the jurisdiction of your residence and/or place of business; (b) you are in all other respects, including capacity, capable of entering into a binding contract; (c) you have the authority to enter into this Agreement; and (d) if using the PINCH Platform on behalf of a company, entity, or other organization, you are authorized to bind the company, entity, or organization to these Terms and Conditions. If you do not meet the above criteria, or do not agree or wish to be bound by these Terms and Conditions, do not download the App or use or access the PINCH Platform or utilize the services offered.

### 2. RESERVATION OF RIGHTS

You acknowledge and agree that by downloading the App and using the PINCH Platform you do so by license and do not acquire any ownership interest in the App or PINCH Platform under this Agreement, or any other rights thereto other than to use the App in accordance with the terms, conditions, and restrictions, under this Agreement. PINCH shall retain its entire right, title, and interest in and to the Application, including all copyrights, trademarks, and other intellectual property rights therein or relating thereto, except as expressly granted to you in this Agreement.

### 3. USER RESTRICTIONS

Users of the App and PINCH Platform shall not:

- copy the App, except as expressly permitted by this license;
- modify, translate, adapt, or otherwise create derivative works or improvements, whether or not patentable, of the App;
- reverse engineer, disassemble, decompile, decode, or otherwise attempt to derive or gain access to the source code of the Application or any part thereof;
- remove, delete, alter, or obscure any trademarks or any copyright, trademark, patent, or other intellectual property or proprietary rights notices from the App, including any copy thereof; or

- remove, disable, circumvent, or otherwise create or implement any workaround to any copy protection, rights management, or security features in or protecting the App.

#### 4. GEOGRAPHIC RESTRICTIONS

The content and services provided by the PINCH Platform are based in the state of South Carolina in the United States and provided for access and use only by persons located in the United States. You acknowledge that you may not be able to access all or some of the Content and Services outside of the United States and that access thereto may not be legal by certain persons or in certain countries. If you access the Content and Services from outside the United States, you are responsible for compliance with local laws.

#### 5. GENERAL TERMS AND NOTICES

By accepting and agreeing to be bound by the Terms and Conditions set forth herein, you acknowledge the following terms and notices, some of which are addressed in greater detail in subsequent sections:

- The PINCH Platform connects Users and Providers. Providers are not employees or subcontractors of PINCH and the services offered and provided are done so at the control and direction of the Customer and limited only by the parameters of the PINCH Platform and these terms and conditions;
- The use of the PINCH Platform may be subject to separate third-party terms of service and fees, including, including but not limited to, terms and fees imposed by your cellular network provider for data usage and overage – such terms and fees are your sole responsibility;
- Use of the PINCH Platform involves collection, use, and disclosure of your personally identifiable information in accordance with the Privacy Policy;
- Providers are subject background checks;
- Use of the PINCH Platform may, and often does, require location information for your device, such as GPS coordinates;
- PINCH may access, store, use, and disclose the messages, call transcripts, and data about the calls/messages between and among Users that occur through the PINCH Platform for business purposes, including, but not limited to, enhancement of the User experience, improvement of customer service and the PINCH Platform, fraud prevention, and to identify User violations of these Terms and Conditions; and
- The PINCH Platform is offered and delivered exclusive of warranties of any kind and liability is limited regarding the services provided.

#### 6. COLLECTION AND USE OF YOUR INFORMATION

You acknowledge that when you download, install, or use the PINCH Platform, we may use automatic means (including, for example, cookies and web beacons) to collect information about your Mobile Device and about your use of the App. You also may be required to provide certain information about yourself as a condition to downloading, installing, or using the App or its features or functionality. All information we collect through or in connection with this App is subject to our Privacy Policy [EMBED LINK TO MOBILE APP PRIVACY POLICY](#). By downloading, installing, using, and providing information to or through the PINCH App, you consent to all actions taken by us with respect to your information in compliance with the Privacy Policy.

You are the sole authorized user of your account. You are responsible for maintaining the confidentiality of any username, password and account provided by you or us for accessing the PINCH Platform. You are solely and fully responsible for all activities that occur under your password or account, except that PINCH may, in certain circumstances, access your account to make changes that you request, such as rescheduling a Service appointment. PINCH has no control over the use of any User's account by the User or third parties and expressly disclaims any liability derived therefrom. Should you suspect that any unauthorized party may be using your password or account, or you suspect any other breach of security, you must contact us immediately at [www.PINCH.com/help](http://www.PINCH.com/help). Nothing in this section shall affect PINCH's rights to limit or terminate the use of the PINCH Platform, as provided below.

## 7. BACKGROUND CHECKS

PINCH checks the backgrounds of each Provider using a third-party background check service. Such checks may include, but are not limited to, a sex offenders registry check; county, state, federal, and national criminal records check; and domestic and international terrorist watchlist check. By using the PINCH Platform, Providers consent to background checks as often as needed and/or required by law. Although PINCH performs background and identity checks on each Provider, PINCH does not assume any responsibility for the accuracy or reliability of the identity or background check information, or any information provided through a third-party service.

## 8. CUSTOMER PAYMENT

To facilitate payment for Provider services, each User is required to register a credit, debit, or prepaid card. You authorize PINCH and the payment processing service retained by us (currently, Stripe) to facilitate the transaction of the Services and the payment remittance of all applicable charges and fees between you and other Users and between you and us. All payments transacted through Stripe shall be subject to the Stripe Connected Account Agreement [embed <https://stripe.com/connect/account-terms>], which includes the Stripe Terms of Service, [embed <https://stripe.com/us/terms>] (collectively, the "Stripe Services Agreement"). By agreeing to this Agreement, you agree to be bound by the Stripe Services Agreement, which may be modified by Stripe from time to time. As a condition of PINCH facilitating payment processing services through Stripe, you agree to provide PINCH accurate and complete information about you and you authorize PINCH to share it and transaction information related to your use of the payment processing services provided by Stripe.

We will charge your credit, debit, or prepaid card according to the Job Fee for the services provided, which is based on the price disclosed at the time of request. You hereby authorize us to charge the payment method on file in your account for such amounts upon the earlier of your verification of the completion of the scheduled Services or as soon as twenty-four (24) hours after the service is completed. If a Customer contacts PINCH within twenty-four (24) hours of the completion of a service pursuant to the Dispute Resolution Policy set forth below, the payment amount will be held until satisfactory resolution of the issue. We retain the right, in our sole discretion, to seek authorization of your selected payment method to verify the payment method, ensure that all fees related to your order will be covered, and protect against unauthorized behavior. The authorization is not a charge; however, it may reduce your available credit by the authorization amount until your bank's next processing cycle. Should the amount of our authorization exceed the total funds on deposit in your account, you may be

subject to overdraft of NSF charges by the bank issuing your debit or prepaid card. We cannot be held responsible for these charges and are unable to assist you in recovering them from your issuing bank.

If an eligible payment method PINCH has on file for you is declined for payment, you must provide us with a new eligible payment method promptly. In the event the payment method is not updated, we reserve the right to terminate your access to the PINCH Platform.

## 9. PROVIDER PAYMENT

Each self-employed or business entity service Provider is required to register using the Provider's bank account details or debit card information. Upon satisfactory performance of a service ordered through the PINCH Platform, you will receive the amount of the Job Fee for the service as disclosed at the time the request was accepted. PINCH will process all Provider payments due to you through its third-party payment processor, Stripe. Payments will be processed upon the Customer's verification of job completion on the App or twenty-fours (24) after completion, whichever occurs first. If a Customer contacts PINCH within twenty-fours (24) hours of the completion of a service pursuant to the Dispute Resolution Policy set forth below, the payment amount will be held until satisfactory resolution of the issue. You acknowledge and agree the Provider payment shall not include any interest and will be net of any amounts that we are required to withhold by law. You expressly authorize PINCH to pre-set the prices for all Job Fees that apply to the provision of services that you provide through the PINCH Platform.

Nothing set forth herein shall prohibit or otherwise restrict Providers from negotiating additional services with a Customer. However, PINCH reserves the right to withhold all or a portion of Job Fees if it believes that you have attempted to defraud or abuse PINCH or PINCH's payment systems.

## 10. CANCELLATION

There are no cancellation fees. PINCH connects Customers and Providers for on-demand same-day home cleaning and lawn care services. Once connected, the PINCH Platform allows for direct communication between the Customer and Provider. Customers and Providers are required to notify one another in the event of a cancellation. Repeated cancellations by both Customer and Providers may result in termination of use of the PINCH Platform.

## 11. DISPUTE RESOLUTION

Because PINCH is a facilitator for on-demand services and allows for direct communication between the Customer and Provider, we encourage Customers and Providers to attempt to first resolve disputes and/or complaints through direct communication. If the dispute and/or complaint cannot be independently resolved within 24 hours, contact the PINCH support team via [support@pinchjob.com](mailto:support@pinchjob.com). PINCH may request information, including but not limited to, photos and documentation relevant to the complaint and, in its sole discretion, determine the appropriate resolution.

## 12. LIMITATION OF LIABILITY

IN NO EVENT WILL PINCH, ITS AFFILIATES OR THEIR LICENSORS, SERVICE PROVIDERS, EMPLOYEES, AGENTS, OFFICERS, DIRECTORS, OR CORPORATE PARTNERS 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 PINCH PLATFORM, ANY PINCH PLATFORMS LINKED TO IT, ANY CONTENT ON THE PINCH

PLATFORM OR SUCH OTHER PINCH PLATFORMS OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE PINCH PLATFORM OR SUCH OTHER PINCH PLATFORMS, 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 LIMITATIONS WILL APPLY WHETHER SUCH DAMAGES ARISE OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE AND REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE OR COMPANY WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME JURISDICTIONS DO NOT ALLOW CERTAIN LIMITATIONS OF LIABILITY SO SOME OR ALL OF THE ABOVE LIMITATIONS OF LIABILITY MAY NOT APPLY TO YOU.

THE FOREGOING DOES NOT AFFECT ANY LIABILITY WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW. EACH PROVISION OF THESE TERMS OF USE THAT PROVIDES FOR A LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTIES, OR EXCLUSION OF DAMAGES IS INTENDED TO AND DOES ALLOCATE THE RISKS BETWEEN THE PARTIES UNDER THESE TERMS OF USE. THIS ALLOCATION IS AN ESSENTIAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN THE PARTIES. EACH OF THESE PROVISIONS IS SEVERABLE AND INDEPENDENT OF ALL OTHER PROVISIONS OF THESE TERMS OF USE.

#### 13. INDEMNIFICATION

You agree to indemnify, defend, and hold harmless PINCH and its officers, directors, employees, agents, affiliates, successors, and assigns from and against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys' fees, arising from or relating to your use or misuse of the App or your breach of this Agreement, including but not limited to the content you submit or make available through this Application.

#### 14. SEVERABILITY

If any provision of this Agreement is illegal or unenforceable under applicable law, the remainder of the provision will be amended to achieve as closely as possible the effect of the original term and all other provisions of this Agreement will continue in full force and effect.

#### 15. GOVERNING LAW

This Agreement is governed by and construed in accordance with the internal laws of the State of South Carolina without giving effect to any choice or conflict of law provision or rule. Any legal suit, action, or proceeding arising out of or related to this Agreement or the Application shall be instituted exclusively in the federal courts of the United States or the courts of the State of South Carolina in each case located in Charleston County, South Carolina. You waive any and all objections to the exercise of jurisdiction over you by such courts and to venue in such courts.

#### 16. ENTIRE AGREEMENT

This Agreement and our Privacy Policy constitute the entire agreement between you and PINCH with respect to the App and supersede all prior or contemporaneous understandings and agreements, whether written or oral, with respect to the Application.

#### 17. WAIVER

No failure to exercise, and no delay in exercising, on the part of either party, any right or any power hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right or power hereunder preclude further exercise of that or any other right hereunder. In the event of a conflict between this Agreement and any applicable purchase or other terms, the terms of this Agreement shall govern.

#### 18. PLATFORM USAGE AND ACCESS

The PINCH Platform, along with the services offered, may be withdrawn, or amended at any time in our sole discretion. The unavailability or your inability to access the platform, for any reason, will not be the basis for any liability on the part of PINCH. From time to time, we may restrict access to some parts of the PINCH Platform, or the entire PINCH Platform, to Users for any reason or no reason.

#### 19. UPDATES

Pinch may from time to time in its sole discretion develop and provide Application updates, which may include upgrades, bug fixes, patches, other error corrections, and/or new features (collectively, including related documentation, "Updates"). Updates may also modify or delete in their entirety certain features and functionality. You agree that PINCH has no obligation to provide any Updates or to continue to provide or enable any particular features or functionality. Based on your Mobile Device settings, when your Mobile Device is connected to the internet the Application will either automatically download and install all available Updates or you may receive notice of or be prompted to download and install available Updates.

You shall promptly download and install all Updates and acknowledge and agree that the Application or portions thereof may not properly operate should you fail to do so. You further agree that all Updates will be deemed part of the Application and be subject to all terms and conditions of this Agreement.

#### 20. NOTICES

Except as explicitly stated otherwise, any notice to PINCH shall be given by certified mail, postage prepaid and return receipt requested to:

PINCH, LLC  
409 Coleman Blvd. Ste. 200  
Mount Pleasant, SC 29464  
Attn: Legal

Such notices shall be deemed given five (5) business days after the date of mailing. Any notices to you shall be provided to you through the PINCH Platform or given to you via the email address you provided to PINCH during the registration process or as otherwise listed in your User or Provider account, and such notice shall be deemed given immediately upon sending. Alternatively, we may give you notice by

certified mail, postage prepaid and return receipt requested, to the address provided to PINCH during the registration process. In such case, notice shall be deemed given five (5) days after the date of mailing.

I HEREBY ACKNOWLEDGE THAT I HAVE READ AND UNDERSTAND THE FOREGOING TERMS OF USE AND PRIVACY POLICY, AND AGREE THAT MY USE OF THE PINCH PLATFORM IS AN ACKNOWLEDGMENT OF MY AGREEMENT TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT.

CONTACT AND SUPPORT:

PINCH, LLC  
409 Coleman Blvd. Ste. 200  
Mount Pleasant, SC 29464

support@[pinchjob.com](mailto:support@pinchjob.com)  
[www.pinchjob.com](http://www.pinchjob.com)