

TERMS OF USE

Welcome to www.thejillsofalltrades.com (the “Site”), provided to you by The Jills LLC, doing business as The Jills of all Trades (“The Jills of all Trades”, “we” or “us”). This website is an online platform through which business entities (hereinafter referred to as “Businesses”) requesting projects to be completed hire persons (hereinafter referred to as “Contractors” or “Contractor”) to complete such projects (hereinafter referred to as “Business Projects”). The Jills of all Trades provides services to you in your capacity as either a Business or a Contractor. Our services include connecting supporting and promoting independent professionals and connecting business to project based talent (together, the “Service”).

This Agreement includes and hereby incorporates by reference any agreements and policies referred to herein, including any policies on www.thejillsofalltrades.com. Such agreements and policies may be modified by The Jills of all Trades from time to time in its sole discretion. In the event of a conflict between such policies and agreements and this Agreement, this Agreement controls.

Both Businesses and Contractors shall be deemed “Users” for the purposes of this Terms of Use (this “Agreement”). The following Terms of Use apply when you view or use the Service. Please review the following terms and accompanying Privacy Policy carefully. By submitting information, creating a The Jills of all Trades profile (a “Profile”), accessing or using the Service or otherwise using the Site, you signify your agreement to these Terms of Use. IF YOU DO NOT AGREE TO THE TERMS OF USE, YOU MAY NOT USE THE SITE OR ACCESS THE SERVICE.

1. THE SITE AND SERVICES

1.1 Services. The Jills of all Trades supports and promotes independent professionals and connects business to project based talent TheJillsofallTrades.com enables Businesses seeking talent to search for, and communicate with, independent contractors in areas that include, but are not limited to, web and mobile development, accounting and bookkeeping, design, community management, social media, journalism, marketing, and public relations.

1.2 Site is a Platform or Venue. The Site provides a platform, i.e. a venue for Businesses looking for Contractors to assist Companies with various Business Projects. The Jills of all Trades is not a referral, matching or placement service and does not provide, refer, place, offer or seek to obtain employment or engagements for any of its Users. The Terms of Use apply only to the use of the Site and Services. In the event that a Business is interested in hiring a Contractor, the Contractor must enter into an agreement with The Jills of all Trades, which will control the terms of the new relationship between the Contractor and The Jills of all Trades.

1.3 No Background Checks. The Jills of all Trades does not verify the identity, background, training or experience of any of the Users, or any content submitted by a User or anyone other than The Jills of all Trades, including but not limited to User profiles and reviews (“User Content”). As a result, The Jills of all Trades has no control over the accuracy, reliability, completeness or timeliness of profiles, reviews, background check information, affiliations or

other User Content submitted on the Site, and makes no representations about any such User Content on the Site.

1.4 Vetted Contractors. The Jills of all Trades, at its sole discretion, may assess a Contractor to verify a Contractor's skills and abilities ("Vetted Contractors") and identify Vetted Contractors on its Site for informational purposes. The Jills of all Trades may also provide Businesses with a customized list of potential Contractors to consider based on the information that Business provides regarding its needs and preferences. The Jills of all Trades makes no representations or warranties regarding the skills or abilities of Contractors or Vetted Contractors. The Jills of all Trade's internal assessment of Vetted Contractors shall not be viewed as complete, accurate, up-to-date or conclusive of the individual's suitability for a particular position.

1.5 No Representations about Users. The Jills of all Trades further makes no representations about the Businesses or the Contractors. You should make your own assessments of the persons you decide to interact with, engage or provide services to. We do not assume responsibility for the conduct of, or quality of the services provided by, the Contractors. Any issues concerning the foregoing must be resolved directly by the Business and Contractor.

1.6 The Jills of all Trades is not an employment service and does not serve as an employer of any User. As such, Users are solely responsible (and The Jills of all Trades is not responsible), for any tax, withholding or reporting, including, but not limited to, unemployment insurance, social security or payroll withholding tax or income reporting (if applicable) in connection with any services provided by Users. You understand and agree that if The Jills of all Trades is found to be liable for any tax, withholding tax or reporting obligation in connection with any services provided or received by you, then you will immediately reimburse and indemnify The Jills of all Trades for all costs, expenses and liabilities (including any interest and penalties) relating to the same. Further, we do not have control over the quality, timing or legality of the services actually delivered by Contractors, nor the integrity, responsibility or actions of Businesses or Contractors whether in public, private or offline interactions.

2. USE OF THE SERVICE

In order to use the Site, you are required to create a Profile ("User Profile," "Profile," "Account" or "User Account"). In consideration for your Profile, you agree that: (a) you are at least 18 years of age and have the power and authority to enter into this Agreement; (b) all information provided by you to The Jills of all Trades is true, accurate, current and complete; (c) you will maintain and promptly update your Profile to keep it true, accurate, current and complete; (d) you are not an employee of any staffing agencies, headhunters or similar organizations, and you shall not perform any services commonly associated with staffing agencies, headhunters or similar organizations, directly or indirectly, on or through the Site; (e) you will comply fully with the terms and conditions of this Agreement; and (f) you have never been convicted of, or are currently pending trial for, any felony or misdemeanor, any criminal offense involving violence, abuse, neglect, fraud or larceny, or any offense that involves endangering the safety of others.

You further agree to: (a) ensure and maintain the security of your password and Profile; (b) be solely responsible for the security, confidentiality and integrity of all messages and information

you disseminate, transmit or store on the Site; and (c) notify us immediately of any unauthorized use of your password and/or Profile. The Jills of all Trades will not be responsible for any liabilities, losses, or damages arising out of the unauthorized use of your User Account, password, and/or Profile. By using your Profile, you acknowledge and agree that The Jills of all Trades's account security procedures are commercially reasonable.

THE JILLS OF ALL TRADES DOES NOT CONDUCT BACKGROUND CHECKS ON ITS USERS. However, we reserve the right to verify the representations and warranties you have made, which may include, without limitation, conducting criminal background checks to the extent permitted by law and using available public records. If requested by The Jills of all Trades, Contractors agree to provide The Jills of all Trades with such identification documents (including copies of passports and driver's licenses) or other information as may be needed or requested by The Jills of all Trades.

USER AGREES TO RELEASE THE JILLS OF ALL TRADES AND THE JILLS OF ALL TRADE'S AFFILIATED PARTIES FROM ANY CLAIMS REGARDING ANY MISSTATEMENTS AND MISREPRESENTATIONS MADE BY ANY USERS OF THIS SITE. ("Affiliated Parties" means The Jills of all Trades officers, directors, members, agents, assignees, representatives, marketing partners, licensors, independent contractors and employees.)

3. USE AND CONDUCT RESTRICTIONS

3.1 Registration and Account Information. When you register for the Site, you will be asked to create an account and to provide us with certain information about yourself (your "Information"). Your Information will be used in accordance with The Jills of all Trade's Privacy Policy. You are responsible for providing accurate, current and complete information in connection with your account registration.

As a User, you are responsible for maintaining the confidentiality of your password and account login, and you are solely responsible for all activities that occur under your password or account. You agree to immediately notify us of any unauthorized use of your password or account.

3.2 No Unauthorized Users or Uses. Your account is for your own use, and you may not permit anyone else to use your account. You may not assign or otherwise transfer your account to any other person or entity. Users may use a Business account only to find employment for the Business. The Site is intended to be used by people who want to find, select, review and connect with other Users so they can receive, provide or share information. Any use of this Site for any other purpose, (including but not limited to using the Site or information obtained from the Site to solicit, advertise to or contact Users for any other purpose) is prohibited.

You may not transmit any chain letters, junk or spam e-mail to other Users, or use any information obtained from the Site to harass, abuse or harm another person. To protect Users from such activity, we reserve the right to take appropriate actions, including, but not limited to, restricting the number of messages that a User may send to other Users through the Site in any

24-hour period, terminating Profiles and/or Accounts or blocking users with certain IP addresses from accessing the Site.

3.3 Use of Other Users' Personal Information. You may from time to time receive personal information of another User. For example, upon confirmation of a hiring, Users will be provided with each other's contact information. Any personal information you receive may only be used for the specific purpose it was provided to you in connection with the Site and the Services. Businesses may not contact Contractors, and Contractors may not contact Businesses, for any purpose other than asking a question, providing information, or making arrangements related to a hire.

3.5 Prohibited Uses. You are prohibited from violating or attempting to violate any security features of the Site or Services, including, without limitation, (a) accessing content or data not intended for you, or logging onto a server or account that you are not authorized to access; (b) attempting to probe, scan, or test the vulnerability of the Services, the Site, or to breach security or authentication measures without proper authorization; (c) interfering or attempting to interfere with service to any user, host, or network, including, without limitation, by means of malware, overloading, "flooding," "spamming," "mail bombing," or "crashing;" (d) using the Site or Services to send unsolicited e-mail, including, without limitation, promotions, or advertisements for products or services; (e) forging any TCP/IP packet header or any part of the header information in any e-mail or in any posting using the Services; or (f) attempting to modify, reverse-engineer, decompile, disassemble, or otherwise reduce or attempt to reduce to a human-perceivable form any of the source code used by The Jills of all Trades in providing the Site or Services. Any violation of system or network security may subject you to civil and/or criminal liability.

3.6 Risk Assumption and Precautions. You assume all risk when using the Site, including, but not limited to, all of the risks associated with any online or offline interaction with others. You agree to take all necessary precautions when meeting other Users.

3.7 No Violation of Laws. Your use of the Site and the Services, including, but not limited to, the User Content you post on the Site, must be in accordance with all applicable laws and regulations.

3.8 Reporting of Violations. You agree to report to us promptly any violation of these Terms of Use or any alleged improprieties of any Users. You can contact us at info@thejillsofalltrades.com.

3.9 Beta Features. From time to time, we may offer new "beta" features or tools with which Users may experiment on the Site. Such features or tools are offered solely for experimental purposes and may be modified or discontinued at The Jills of all Trades's sole discretion. The provisions in these Terms of Use regarding Disclaimer of Warranty apply to such features or tools.

3.10 Additional Restrictions. Your permission to use the Service is conditioned upon the following restrictions. You agree that you will not under any circumstances use the Service to:

- (i) post any information that is abusive, threatening, obscene, defamatory, libelous, or racially, sexually, religiously, or otherwise objectionable and offensive;
- (ii) promote any illegal activity or enterprise, or to provide instructional information about illegal activities or enterprises;
- (iii) attempt to, or harass, abuse or harm another person or group;
- (iv) use another User's Profile without permission;
- (v) impersonate any person or entity, or otherwise misrepresent your affiliation with a person or entity;
- (vi) harvest or collect email addresses or other contact information of other Users from the Site by electronic or other means for the purposes of sending unsolicited emails or other unsolicited communications;
- (vii) advertise or offer to sell or buy any goods or services for any business purpose that is not specifically authorized;
- (viii) obtain or attempt to access or otherwise obtain any materials or information through any means not intentionally made available or provided for through the Site;
- (ix) interfere or attempt to interfere with the proper functioning of the Service, including, but not limited to taking any action to interfere with or disrupt our servers or network infrastructure, or publishing or linking to malicious content intended to damage or disrupt another User's browser or computer.

4. USER CONTENT

4.1 User Content. You are solely responsible for all code, video, images, information, ideas, data, text, reviews, software, music, sound, photographs, graphics, messages or other materials ("User Content") that you upload, post, link to, publish, display, email or otherwise use or make available (hereinafter, "upload") via the Site. User Content is not edited, screened, or otherwise controlled by The Jills of all Trades. You agree that The Jills of all Trades acts only as a passive conduit for your online distribution and publication of User Content. Notwithstanding the foregoing, The Jills of all Trades reserves the right to monitor and remove any User Content from the Service which The Jills of all Trades determines violates these Terms of Use and to remove your Profile and terminate your account with or without prior notice.

4.2 Guidelines. By transmitting, submitting and uploading any User Content while using the Service, you agree as follows:

- (i) You are solely responsible for your Profile and the activity that occurs while signed in to or while using your Profile;

(ii) You will not upload content that:

1) is malicious, fraudulent, deceptive, misleading, inaccurate, unlawful, harmful, threatening, abusive, harassing, tortious, violent, defamatory, vulgar, obscene, pornographic, libelous, hateful racially or ethnically, or otherwise objectionable;

2) infringes any intellectual property or other proprietary rights of any party, including, but not limited to, privacy, publicity and trade secret, unless you are the owner of such rights or have the appropriate permission from their rightful owner to submit such content;

3) contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment;

4) poses or creates a privacy or security risk to any person;

5) you do not have a right to upload under any law, or under any contractual or fiduciary relationship;

6) you have a duty to keep confidential (whether by agreement, law, rule, regulation, fiduciary duty, or other similar obligation or restriction), or that constitutes material, non-public information about any third party, including information the disclosure of which would be in violation of the securities laws and/or information that is proprietary to a third party (including past or present employers or companies for which you have consulted) and not owned solely by you;

7) constitutes unsolicited or unauthorized advertising, promotional materials, commercial activities and/or sales, junk mail, "spam," chain letters, pyramid schemes, contests, sweepstakes, or any other form of solicitation; or

8) restricts or inhibits any other person from using or enjoying Service, or which may expose The Jills of all Trades or its Users to any harm or liability of any type.

(iii) You shall have no recourse against The Jills of all Trades for any alleged or actual infringement or misappropriation of any proprietary right in your User Content by us or any third party; and

(iv) The Jills of all Trades is under no duty of confidentiality, express or implied, with respect to your User Content.

4.3 Liability. You understand and agree that any liability, loss or damage that occurs as a result of any User Content that you make available or access through the Service is solely your responsibility. The Jills of all Trades is not responsible for any public display or misuse of your User Content. The Jills of all Trades does not, and cannot, pre-screen or monitor all User Content. However, at our discretion, The Jills of all Trades, or technology we employ, may monitor and/or record your interactions with the Service.

4.4 Content Removal. We may, but we have no obligation to, monitor User Content submitted on the Site, including Profiles, Reviews or other User Content. We may remove any such information, and material that in our sole opinion either (i) violates, or may violate, any applicable law or either the letter or spirit of these Terms of Use, (ii) might be offensive, illegal or that might violate the rights, harm, or threaten the safety of Users or others, or (iii) is determined to be inappropriate for any other reason at the sole discretion of The Jills of all Trades.

4.5 Our Right to Use Your User Content. By posting User Content to the Site, you grant, and you represent and warrant that you have the right to grant, to The Jills of all Trades, its Affiliated Parties, licensees and successors, an irrevocable, perpetual, non-exclusive, fully paid, worldwide license to use, copy, perform, display, reproduce, adapt, modify and distribute such information and content and to prepare derivative works of, or incorporate into other works, such information and content, and to grant and authorize sublicenses of the foregoing.

You acknowledge and agree that The Jills of all Trades may preserve User Content and may also disclose User Content if required to do so by law or in the good faith belief that such preservation or disclosure is reasonably necessary to: (a) comply with legal process, applicable laws or government requests; (b) enforce this Agreement; (c) respond to claims that any content violates the rights of third parties; or (d) protect the rights, property, or personal safety of The Jills of all Trades, its Users and the public. You understand that the technical processing and transmission of the Site, including your User Content, may involve transmission over various networks and changes to conform and adapt to technical requirements of connecting networks or devices.

4.6 Review Guidelines. Users may have the opportunity to provide Reviews about Contractors. Reviews should not include any personal information about a Contractor that is not disclosed in the Contractor's public Profile. As with other User Content, we reserve the right to remove any Review that we feel, in our sole discretion, violates these guidelines.

5. THIRD PARTY SITES.

The Site may include links to other websites (including other sites that are framed within the Site) or applications, or functionality to connect with other websites (each, a "Third Party Site") or advertisements. We do not control or endorse any Third Party Site or advertisements, and we are not responsible for any content, product, advertising and other materials presented in or provided by such Third Party Site or advertisement. Your use and access of a Third Party Site is at your own risk, and is subject to the terms and conditions for such Third Party Site.

6. PAYMENT

6.1 Fees. You agree to pay The Jills of all Trades all charges associated with the plan that you subscribe to as described at the Site at the time you subscribe (your "Subscription") and provide accurate payment information. You authorize The Jills of all Trades to charge your chosen

payment provider according to the terms of the plan to which you subscribe. The amount and frequency of the charges will vary depending on the plan you select. The Jills of all Trades reserves the right to correct any errors or mistakes that it makes even if it has already requested or received payment. The User is responsible for any country, state or local sales taxes associated with the Subscription purchased. Payment is due promptly upon receipt. We may assess a late charge of 3% per month on any outstanding balance older than 30 days.

6.2 Automatic Payments, Renewal and Cancellation. Subscriptions will continue until cancelled by the User. At the end of your Subscription period, your Subscription will automatically renew for the same Subscription period (for example, monthly or annually) at the then-current Subscription rate for the applicable Subscription plan, unless you cancel your Subscription before it renews. For example, if you signed up for an annual Subscription plan, at the end of the initial one-year period if you haven't yet cancelled your Subscription, your Subscription will be automatically renewed for another one-year period at the then-current rate for annual Subscriptions. For any automatic renewal, you authorize The Jills of all Trades to charge your selected payment method the then-current applicable fee in accordance with the Subscription plan you selected.

You may cancel your Subscription at any time by sending an e-mail to info@thejillofalltrades.com. The cancellation will be effective at the end of your then current Subscription term. **All fees and charges are nonrefundable and there are no refunds or credits once your account has been billed, including if you cancel your Subscription and/or account.**

6.3 Payment Information. If you purchase a Subscription or otherwise use any of The Jills of all Trades's fee-based Services, you agree to a third party affiliate of The Jills of all Trades (Squarespace) storing your payment card information. Users with Subscriptions are responsible for maintaining current and accurate payment card information associated with their accounts. Without limiting the termination provisions elsewhere in these Terms of Use, The Jills of all Trades may terminate a User's Subscription and/or account if the User's payment card information is expired or is otherwise invalid.

If your Subscription is cancelled, expires, or becomes inactive for any reason, any User Content associated with your Subscription and any related fee credits may not be available if you repurchase a Subscription or if your Subscription otherwise is reactivated.

Subscriptions, fee credits, and any other items or benefits associated with a Subscription are nontransferable.

7. BUSINESS PROJECTS

You understand and agree that The Jills of all Trades is not a party to any Business Project, that you are not an employee of The Jills of all Trades and that The Jills of all Trades does not, in any way, supervise, direct, or control your work. The Jills of all Trades will not have any liability or obligations under or related to Business Projects. The Jills of all Trades has no control over Contractors or Businesses, and makes no representations as to the integrity, reliability, capability,

or qualifications of any Business or Contractor or the quality, security or legality of any Contractor's work on any Business Project, and disclaims any and all liability relating thereto.

The Jills of all Trades does not direct, has no control over Business Projects, and makes no representations as to the quality, safety or legality of any Business Project, the truth or accuracy of Profiles, the qualifications, background, or identities of Users, the ability of Contractors to perform Business Projects, the ability of Businesses to pay Contractors, or that a Business or Contractor can or will actually complete a transaction.

It is the intent of the Service that Contractors will be properly classified as independent contractors of Business, and Business agrees: (a) that Business does not in any way supervise, direct, or control Contractor's work; (b) that Business does not, in any way, supervise, direct, or control Contractor's work hours and location of work; and (c) Business does not provide Contractor with training or equipment needed for any Business Project. Notwithstanding the foregoing, Business assumes all liability for proper classification of Contractor as an independent contractor based on applicable legal guidelines.

This Agreement does not create a partnership or agency relationship between Business and Contractor, and Contractor does not have authority to enter into written or oral, whether implied or express, contracts on behalf of a Business.

The Jills of all Trades does not and is not required to verify any information given to us by Users, nor does The Jills of all Trades perform background checks on Users. The Jills of all Trades may provide information about a User, such as a rating or third party feedback, but such information is based solely on data that Users or third parties submit. The Jills of all Trades provides such information solely for the convenience of its Users and is not an endorsement or recommendation by The Jills of all Trades.

8. OPERATION

The Jills of all Trades reserves complete and sole discretion with respect to the operation of the Site and may, among other things: (a) review uploaded files and messages, and authorize restrictions on access thereto; (b) pursuant to the Privacy Policy, make information relating to the Site and/or Users available to third parties; and (c) withdraw, suspend or discontinue any functionality or feature of the Site. The Jills of all Trades may also, in its complete and sole discretion, with or without prior notice, remove any posted Business Project from the Site provided that no Contractor has accepted the Business Project.

You acknowledge and accept that from time to time the Site may be inaccessible or inoperable for periodic maintenance or repairs, or for other reasons, including causes beyond our control or which are not reasonably foreseeable.

9. ONLINE CONTENT DISCLAIMER

Opinions, advice, statements, offers, or other information or content made available through the Service, but not directly by The Jills of all Trades, are those of their respective authors, and

should not necessarily be relied upon. Such authors are solely responsible for such content. The Jills of all Trades does not guarantee the accuracy, completeness, or usefulness of any information made available through the Service and neither does The Jills of all Trades adopt nor endorse, nor is The Jills of all Trades responsible for, the accuracy or reliability of any opinion, advice, or statement made by parties other than The Jills of all Trades. The Jills of all Trades takes no responsibility and assumes no liability for any User Content that you or any other User or third party posts or sends over the Service. Under no circumstances will The Jills of all Trades be responsible for any loss or damage resulting from anyone's reliance on information or other content posted on the Service, or transmitted to Users.

Although The Jills of all Trades strives to enforce these Terms of Use, you may be exposed to User Content that is inaccurate or objectionable. The Jills of all Trades reserves the right, but has no obligation, to monitor the materials posted in the public areas of the Site or to limit or deny a User's access to the Service or take other appropriate action if a User violates these Terms of Use or engages in any activity that violates the rights of any person or entity or which we deem unlawful, offensive, abusive, harmful or malicious. Communications sent between you and other Users that are not readily accessible to the general public will be treated by The Jills of all Trades as private to the extent required by applicable law. The Jills of all Trades shall have the right to remove any such material that in its sole opinion violates, or is alleged to violate, the law or this Agreement or which might be offensive, or that might violate the rights, harm, or threaten the safety of Users or others. Unauthorized use may result in criminal and/or civil prosecution under Federal, State and local law.

10. NOTICE AND CONSENT TO ELECTRONIC COMMUNICATIONS

You may deliver notice to The Jills of all Trades at any time via email at info@thejilloftrads.com.

You consent to receive communications from The Jills of all Trades in an electronic form via the email address on record in your Profile or by written communication delivered by first class US mail to your address on record in to your Profile. You further agree that any agreements, notices, disclosures, and other communications that The Jills of all Trades provides to you electronically satisfy any legal requirement that such communications would satisfy if they were in writing.

We may also use your email address to send you other messages, including information about The Jills of all Trades and special offers.

11. WARRANTY DISCLAIMER AND LIMITATION OF LIABILITY

PLEASE READ THIS SECTION CAREFULLY. THIS SECTION LIMITS THE LIABILITY OF THE JILLS OF ALL TRADES AND ITS AFFILIATED PARTIES. EACH OF THE SUBSECTIONS BELOW APPLIES UP TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW.

1. **"AS-IS" BASIS.** The Jills of all Trades provides the Site on an "AS IS" and "AS AVAILABLE" basis. **YOUR USE OF THE SITE IS AT YOUR OWN DISCRETION AND RISK.**
2. **NO WARRANTIES; RELEASE. THE JILLS OF ALL TRADES GRANTS NO WARRANTIES OF ANY KIND,** whether express or implied, statutory or otherwise with respect to the Users, the Services, or the Site (or any information contained in the Site). The Jills of all Trades does not grant any implied warranties of merchantability, fitness for a particular purpose, or non-infringement. **THE JILLS OF ALL TRADES DOES NOT WARRANT THE ACCURACY, ADEQUACY OR COMPLETENESS OF ANY INFORMATION AND MATERIALS ON THE SITE.** The Jills of all Trades does not warrant that your use of the Site or Services or that information on the Site will be secure, uninterrupted, error-free, available, accurate, or that any defects in the Site will be corrected. The Jills of all Trades makes no warranties about the connectivity and continued availability of the Site or Services. **YOU AGREE TO RELEASE THE JILLS OF ALL TRADES AND ITS AFFILIATED PARTIES FROM ANY CLAIMS, DEMANDS, DAMAGES, LIABILITY, COSTS OR EXPENSES, OF EVERY KIND AND NATURE, KNOWN OR UNKNOWN, SUSPECTED AND UNSUSPECTED, DISCLOSED AND UNDISCLOSED, ARISING OUT OF OR IN ANY WAY CONNECTED WITH (I) YOUR USE OF THE SITE, (II) YOUR USE OF THE SERVICES, OR (III) ANY CLAIM OR CONTROVERSY THAT MAY ARISE FROM ANY DISPUTES BETWEEN YOU AND OTHER USERS.**
3. **USER CONTENT.** THE JILLS OF ALL TRADES MAKES NO CLAIMS OR PROMISES about (i) the opinions, advice, statements, reviews, or other information or content made available on the Site or through the Services by Users, or (ii) the accuracy, completeness, or usefulness of any information on the Site or available through the Services.
4. **LIMITATION OF LIABILITY.** IN NO EVENT WILL THE JILLS OF ALL TRADES OR ITS AFFILIATED PARTIES BE LIABLE FOR ANY DAMAGES WHATSOEVER, WHETHER DIRECT, INDIRECT, GENERAL, SPECIAL, COMPENSATORY, CONSEQUENTIAL, AND/OR INCIDENTAL, ARISING OUT OF OR RELATING TO THE CONDUCT OF YOU OR ANYONE ELSE IN CONNECTION WITH THE USE OF THE SITE OR THE SERVICES, INCLUDING WITHOUT LIMITATION, BODILY INJURY, EMOTIONAL DISTRESS, AND/OR ANY OTHER DAMAGES RESULTING FROM (I) INTERACTIONS WITH OTHER USERS OF THE SITE, WHETHER ONLINE OR OFFLINE, (II) YOUR RELIANCE ON INFORMATION OR OTHER CONTENT POSTED ON THE SITE OR TRANSMITTED TO OR BY ANY USER OF THE SITE OR SERVICES, AND (III) REVIEWS OR COMMENTS MADE ABOUT YOU ON THE SITE BY OTHER USERS.
5. **NO CONSEQUENTIAL DAMAGES.** YOU AGREE THAT NEITHER THE JILLS OF ALL TRADES NOR ITS AFFILIATED PARTIES HAS ANY LIABILITY FOR ANY (I) INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, (II) LOSS OF PROFITS, (III) BUSINESS INTERRUPTION, (IV) LOSS OF OR DAMAGE TO REPUTATION, OR (IV) LOSS OF INFORMATION OR DATA.
6. **MAXIMUM LIABILITY.** WITHOUT LIMITING ANY OTHER PROVISION IN THESE TERMS OF USE, THE JILLS OF ALL TRADES'S MAXIMUM AGGREGATE LIABILITY TO YOU FOR LOSSES OR DAMAGES YOU SUFFER IN

CONNECTION WITH THE SITE, THE SERVICES OR THESE TERMS OF USE IS LIMITED TO THE AMOUNT PAID, IF ANY, BY YOU TO THE JILLS OF ALL TRADES IN CONNECTION WITH THE SITE IN THE 12 MONTHS PRIOR TO THE ACTION GIVING RISE TO THE LIABILITY OR, IF YOU HAVE NOT PAID THEJILSOFALLTRADES.COM FOR THE USE OF ANY SERVICES, THE AMOUNT OF USD25.00.

7. **SOLE AND EXCLUSIVE REMEDY.** YOUR ONLY RIGHT AND REMEDY IN CASE OF DISSATISFACTION WITH THE SITE OR SERVICES OR ANY OTHER GRIEVANCE SHALL BE YOUR TERMINATION OF YOUR ACCOUNT AND DISCONTINUATION OF ACCESS TO, OR USE OF THE SERVICES.

12. INDEMNIFICATION

You agree to indemnify, defend and hold harmless The Jills of all Trades, its officers, directors, employees, agents, affiliates, subsidiaries, representatives, information providers and suppliers from and against all claims, actions, losses, demands, damages, liabilities, costs and expenses, including reasonable attorneys' fees, made by any third party arising from or relating to your use of the Site, the Service, any Business Project, any User Content, or your violation of the terms of these Terms of Use.

13. MODIFICATION OF TERMS OF USE

The Jills of all Trades can amend and modify these Terms of Use at any time. Any such modification or amendment will become effective upon being posted on the Site and/or upon notice to you directly via email at the email address in your Profile. For this reason, you should keep your contact and Profile information current. It is your responsibility to check the Site periodically to view any such changes in the Terms of Use or Privacy Policy. Your continued use of the Site following the posting of any amendment or modification signifies acceptance of our revisions. Any changes to these Terms of Use (other than as set forth in this Section) or waiver of The Jills of all Trades rights hereunder shall not be valid or effective except in a written agreement bearing the signature of an officer of The Jills of all Trades.

14. TERM AND TERMINATION

The term of this Agreement commences on the date of acceptance of this Agreement and continues in effect until terminated in accordance with the terms of this Section. You may terminate your account at any time. The Jills of all Trades may terminate or suspend your account, your Profile and/or your right to use the Site at any time, with or without cause, and without prior notice. Termination will not relieve your requirement to pay for time spent and expenses incurred prior to the effective date of the termination, which fees and expenses, together with any applicable taxes, will be charged to your credit card or other form of payment pursuant to Section 6 ("Payment").

15. GENERAL TERMS

These Terms of Use together with the Privacy Policy represent the complete and exclusive agreement between User and The Jills of all Trades and supersedes any proposal or prior agreement, oral or written, and any other communications between the parties relating to the subject matter of this Agreement.

This Agreement may be amended only by The Jills of all Trades.

These Terms of Use and your use of the Site are governed by the federal laws of the United States of America and the laws of the State of Wisconsin, without regard to conflict of law provisions.

Any dispute arising with respect to this Agreement, its making or validity, its interpretation, or its breach shall be settled by arbitration in Madison, Wisconsin, by a single arbitrator mutually agreed to by the disputing parties pursuant to the then obtaining rules of the American Arbitration Association, but without any requirement that the parties utilize the arbitration services of the American Arbitration Association. Such arbitration shall be the sole and exclusive remedy for such disputes except as otherwise provided in this Agreement. Any award rendered shall be final and conclusive upon the parties, and a judgment may be entered in any court having jurisdiction. Any failure on the part of The Jills of all Trades to enforce any provision of this Agreement will not be considered a waiver of its right to enforce such provision.

The rights of The Jills of all Trades under this Agreement will survive any termination of this Agreement.

If any action in law or equity is necessary to enforce the terms of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees, including costs and expenses, and to any other relief to which such prevailing party may be entitled.

The provisions of this Agreement are severable, and in the event that any provision hereof is determined to be invalid or unenforceable, such invalidity or unenforceability shall not in any way affect the validity or enforceability of the remaining provisions hereof.

The Jills of all Trades may assign or delegate these Terms of Use and/or Privacy Policy, in whole or in part, to any person or entity at any time with or without your consent. You may not assign or delegate any rights or obligations under these Terms of Use or Privacy Policy without The Jills of all Trades's prior written consent, and any unauthorized assignment and delegation by you is void.

YOU ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THE TERMS OF USE, AND WILL BE BOUND BY THESE TERMS AND CONDITIONS.