Leve Platform Terms and Conditions

IMPORTANT NOTICE. THESE TERMS ARE A BINDING CONTRACT. BY CHECKING THE SINGLE ACCEPTANCE BOX SHOWN TO YOU WITH LINKS TO THESE TERMS AND THE PRIVACY AGREEMENT AND CLICKING CONTINUE OR AN EQUIVALENT BUTTON, YOU AGREE TO THESE TERMS AND THE PRIVACY AGREEMENT, SIGN BOTH ELECTRONICALLY, AND GIVE EVERY AUTHORIZATION AND CONSENT DESCRIBED IN THEM (SECTION 1.1). USING LEVE ALSO MEANS YOU AGREE. YOU AGREE, AMONG OTHER THINGS, TO:

(a) NO LEGAL OR TAX ADVICE: REMOTE LEVERAGE IS NOT A LAW FIRM OR TAX ADVISER; TEMPLATES AND TAX DOCUMENTS ARE PROVIDED "AS IS," AND YOU ALONE ARE RESPONSIBLE FOR HOW YOU USE THEM AND FOR THEIR ENFORCEABILITY (SECTION 6);

(b) REMOTE LEVERAGE'S DIFFERENT ROLE IN EACH SERVICE: RECRUITER FOR RECRUITMENT SERVICES, TECHNOLOGY PROVIDER ONLY FOR SELF SERVE: DIRECT PAY SERVICES, AND PRINCIPAL CONTRACTING PARTY WITH COR CONTRACTORS FOR MANAGED: CONTRACTOR OF RECORD SERVICES (SECTION 5);

(c) BINDING INDIVIDUAL ARBITRATION, A CLASS AND COLLECTIVE ACTION WAIVER, AND A JURY TRIAL WAIVER (SECTION 30);

(d) BROAD DISCLAIMERS, A RELEASE (INCLUDING OF NEGLIGENCE CLAIMS AND UNKNOWN CLAIMS), LIMITATIONS OF LIABILITY, AND INDEMNITIES (SECTIONS 11.14, 11.15, AND 24 TO 27);

(e) REMOTE LEVERAGE'S RIGHT TO CHANGE OR DISCONTINUE ANY LEVE FEATURE AT ANY TIME, AND A PROCESSING PERIOD OF UP TO TEN BUSINESS DAYS FOR PROFILE AND PAYOUT CHANGES (SECTIONS 7 AND 8);

(f) THE RECORDING AND LOGGING OF EVERY ACTION OF EVERY USER ON LEVE, AND THE BINDING EFFECT OF LEVE RECORDS, REQUESTS MADE THROUGH YOUR ACCOUNT, AND NOTICES SENT TO YOUR EMAIL, WHETHER OR NOT READ (SECTIONS 16 AND 17);

(g) PAYMENT PARTNER EXCHANGE RATES, YOUR BEARING OF ALL FOREIGN EXCHANGE RISK AND COSTS, AND FINAL PAYMENTS WITH NO CHARGEBACKS (SECTIONS 10.7 AND 10.10);

(h) FOR CONTRACTOR USERS FOR WHOM IT IS ACTIVATED AND AUTHORIZED, TIME TRACKING AND MONITORING WHILE THE TIMER IS RUNNING, AND ACCESS TO WORK MESSAGES BY REMOTE LEVERAGE AND THE CLIENT (SECTIONS 14 AND 15); AND

(i) YOUR AUTHORIZATION OF THE PROCESSING OF YOUR PERSONAL DATA, INCLUDING SENSITIVE DATA AND BIOMETRIC DATA FOR IDENTITY VERIFICATION, ITS INTERNATIONAL TRANSFER, MONITORING WHERE ACTIVATED, AND ACCESS TO AND RECORDING OF MESSAGES, AND YOUR CONSENT TO RECEIVE AUTOMATED ACCOUNT AND PROMOTIONAL TEXT MESSAGES AND MARKETING EMAIL, EACH OF WHICH YOU MAY WITHDRAW AS THE PRIVACY AGREEMENT DESCRIBES (SECTIONS 1.7 AND 17.5 AND THE PRIVACY AGREEMENT).

IF YOU DO NOT AGREE, DO NOT USE LEVE.

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Preamble

These Leve Platform Terms and Conditions (these "Terms") are a binding agreement. The parties are Remote Leverage Inc., a Florida corporation doing business as Remote Leverage, 1395 Brickell Avenue, Suite 800, Miami, Florida 33131 ("Remote Leverage," "we," or "us"); and each User ("you"). They set the rules for accessing and using Leve and every Service offered through it, in every role a User may hold.

Remote Leverage offers three distinct service lines through Leve: Recruitment Services (including the Talent Marketplace), Self Serve: Direct Pay Services, and Managed: Contractor of Record Services. Remote Leverage plays a different legal role in each, as described in Section 5. Users should read Section 5 and Section 6 carefully before using any Service.

Wherever another Remote Leverage document refers to the "Platform Terms," "Platform Terms of Service," "Terms of Service," or "Terms and Conditions" of Remote Leverage, that reference means these Terms as amended from time to time.

Section 1. Acceptance, Eligibility, and Authority

1.1 How You Accept. You accept these Terms by affirmatively checking an unchecked acceptance box displayed next to a conspicuous hyperlink to these Terms and then clicking the registration, continue, or equivalent button. Checking that box is your acceptance and your electronic signature on these Terms, with the same force as a handwritten signature under the federal Electronic Signatures in Global and National Commerce Act (the "E-SIGN Act") and other applicable electronic transactions law. The same box displays a conspicuous hyperlink to the Privacy Agreement, and checking it is also your acceptance of, and electronic signature on, the Privacy Agreement, and your grant of every authorization, consent, and acknowledgment described in these Terms or the Privacy Agreement, including those in Section 1.7 and Section 17.5. No further checkbox or signature is required for any of them, except a disclosure that law requires to be given in a separate document, such as the consumer-report authorization in Section 13.3. Wherever these Terms or the Privacy Agreement describe an authorization, consent, release, or acknowledgment as separate, specific, express, explicit, written, prior, individually recorded, or given through a checkbox or other mechanism, that requirement is met by checking the box described in this Section. If you access or use Leve or any Service without completing that step (for example, by accepting an invitation to a Workspace, submitting or accepting a Request, or signing any document that refers to these Terms), that conduct is also acceptance of these Terms.

1.1A Single Acceptance Box. The acceptance box in Section 1.1 is the only checkbox for these Terms and the Privacy Agreement. It is presented unchecked, the registration or continue button stays disabled until it is checked, the Privacy Agreement summary is displayed next to it, and it reads substantially as follows: "I agree to the Leve Platform Terms and Conditions and the Remote Leverage Privacy Agreement, including binding individual arbitration and a class action waiver, and I give the authorizations in the Privacy Agreement: processing of my personal data, including sensitive data, and its transfer to the United States and other countries; biometric identity verification; time tracking and work verification if activated for me, including on a personal device I choose to use; access to and recording of Messages and calls; display of my video introduction in the Talent Marketplace if I record one; and account text messages and marketing email, which I can stop at any time." Except as Section 15.4 provides for calls, no authorization or consent is given by conduct, silence, or inactivity, and no function that depends on one is activated for a person who has not checked the box.

1.2 Your Acknowledgments. **BY ACCEPTING THESE TERMS, YOU ACKNOWLEDGE AND AGREE THAT YOU HAVE READ AND UNDERSTOOD ALL OF THESE TERMS; THAT YOU HAVE HAD THE OPPORTUNITY TO CONSULT A LAWYER OF YOUR CHOICE BEFORE ACCEPTING; AND THAT YOU AGREE TO ALL OF THESE TERMS, INCLUDING THE PRIVACY AGREEMENT AND THE AUTHORIZATIONS AND CONSENTS IN SECTION 1.7, SECTION 17.5, AND THE PRIVACY AGREEMENT; THE AGREEMENT TO BINDING INDIVIDUAL ARBITRATION, THE CLASS AND COLLECTIVE ACTION WAIVER, AND THE JURY TRIAL WAIVER IN SECTION 30; THE DISCLAIMERS IN SECTION 6 AND SECTION 24; THE ASSUMPTION OF RISK AND RELEASE IN SECTION 25, INCLUDING THE RELEASE OF CLAIMS BASED ON THE NEGLIGENCE OF THE REMOTE LEVERAGE PARTIES; THE LIMITATIONS OF LIABILITY IN SECTION 11.15 AND SECTION 26; AND THE INDEMNITIES IN SECTION 11 AND SECTION 27.**

1.3 Copy of the Accepted Terms. Promptly after you accept, Remote Leverage will send a copy of the version of these Terms you accepted (or a durable link to it) to the email address you provided at registration or acceptance (your "Notice Email"), if you provided one. Delivery is effective when Remote Leverage sends it, whether or not you open it. You may also download the current version from Leve at any time.

1.4 Acceptance Records. Remote Leverage keeps a record of each acceptance, including the date and time stamp, IP address, Account identifier (or, for a User without an Account, device and session identifiers and any email address provided), the version of these Terms and of the Privacy Agreement accepted, the text of the acceptance box, and the method of acceptance. That record is conclusive evidence of your acceptance, and of each authorization and consent given with it, absent manifest error.

1.5 Eligibility; Business Use Only. You must be at least eighteen (18) years old and have reached the age of majority where you live, have the legal capacity to form a binding contract, and use Leve solely for business or professional purposes. Leve is not offered for personal, family, or household use. You represent that you are not a Sanctioned Person and have not previously been removed from Leve.

1.6 Acting for an Entity. If you accept these Terms for a company or other entity, you represent and warrant that you have authority to bind it, and it is bound. If you lack that authority, you are personally bound. Acceptance or use by an Authorized User binds the Client that invited or authorized that person.

1.7 Authorizations Given on Acceptance; Re-Acceptance. By accepting these Terms under Section 1.1, you give, as they apply to the roles you hold: the authorization of time tracking and work verification under Section 14, including on a personal device you choose to use; the consent to access to and recording of Messages under Section 15; the consent to biometric identity verification under Section 7.3; the Marketplace Display and Likeness Authorization for any Video Introduction; the consents to text messages and electronic delivery under Section 17.5; and every other authorization and consent described in the Privacy Agreement. Each takes effect for a function when that function is activated for you. Before a function such as monitoring begins to apply to you, Leve shows you a notice describing it. You may withdraw an authorization or consent as the Privacy Agreement describes. Remote Leverage may require you to accept these Terms again after a material change, in the manner described in Section 1.1, and may suspend access until you do.

1.8 Acknowledgments by Role.

By accepting these Terms, each User also acknowledges the following, as they apply to the roles it holds:

(a) **Clients:** the person accepting is authorized to bind the Client, and actions taken through the Client's Accounts bind it. Remote Leverage acts as a recruiter for the Recruitment Services, only as a technology provider for the Self Serve: Direct Pay Services, and as the contracting party with COR Contractors for the Managed: Contractor of Record Services under the COR MSA. For the Self Serve: Direct Pay Services, the Client engages each Direct Contractor directly, is the payer for tax purposes, and is responsible for each Direct Contractor's classification.

(b) **Placement Candidates:** the Placement Candidate's profile, credentials, work history, and location are truthful, and it will attend every interview and assessment personally. If a Client hires it, its relationship is with that Client and not with Remote Leverage, unless Remote Leverage separately contracts with it under the Managed: Contractor of Record Services.

(c) **Direct Contractors:** the Direct Contractor is engaged directly by the Client, its contract is with the Client only, and Remote Leverage is not its employer, client, or contractor of record. It is paid through Leve only as and when the Client approves and funds payment, its recourse for unpaid amounts is against the Client, and it is responsible for its own taxes and compliance.

(d) **COR Contractors:** the COR Contractor is contracted by Remote Leverage under its own independent contractor agreement with Remote Leverage, which governs their commercial relationship, and these Terms govern its use of Leve.

1.9 Global Application. These Terms apply to every User wherever located and wherever Leve is accessed.

Section 2. Definitions and Interpretation

2.1 Interpretation. In these Terms, "including" means including without limitation; headings are for convenience only; the singular includes the plural; "business day" means a day other than a Saturday, Sunday, or bank holiday in Miami, Florida; and no provision is construed against Remote Leverage because it drafted these Terms. Capitalized terms used but not defined here have the meaning given in the Privacy Agreement.

2.2 Defined Terms

"Account" means a registered Leve account and every credential, API key, and session associated with it.

"Account Administrator" means an individual a Client designates on Leve under Section 7.7 to manage its Account and act on its behalf.

"Approving Party" means, for an Engagement under the Self Serve: Direct Pay Services, the Direct Pay Client; and, for an Engagement under the Managed: Contractor of Record Services, the COR Client and Remote Leverage, as the COR MSA provides and, for Milestones, as Section 10.16 provides.

"Authorized User" means an individual whom a Client permits to use Leve on its behalf, including its administrators and agents.

"Client" means a User that requests or uses Recruitment Services, Self Serve: Direct Pay Services, or Managed: Contractor of Record Services, together with its Authorized Users.

"Contractor User" means a Direct Contractor or a COR Contractor.

"COR Contractor" means an individual or entity that Remote Leverage contracts with, as an independent contractor, under the Managed: Contractor of Record Services to perform services for a Client.

"COR MSA" means the Contractor of Record Master Services Agreement between Remote Leverage and a COR Client, as amended.

"Deliverables" means work product that a Contractor User is engaged to produce under an Engagement.

"Direct Contractor" means an independent contractor engaged directly by a Client, under a contract between that Client and the Direct Contractor to which Remote Leverage is not a party (a "Direct Contract"), who uses the Self Serve: Direct Pay Services.

"Engagement" means each engagement of a Contractor User administered through Leve under the Self Serve: Direct Pay Services or the Managed: Contractor of Record Services, including its Payment Arrangement, as described in its Leve record.

"Fixed-Price Arrangement" means a Payment Arrangement under which a Contractor User is paid a set amount for defined work or Deliverables.

"Hourly Arrangement" means a Payment Arrangement under which a Contractor User is paid an hourly rate for hours approved by the Approving Party.

"Leve Records" has the meaning given in Section 16.1.

"Leve" means the Remote Leverage technology platform called Leve and every current and future interface through which Remote Leverage provides any Service, including the Leve web application, remoteleverage.com and its subdomains, any mobile application, APIs, integrations, Templates, and the Messaging Service.

"Managed: Contractor of Record Services" means the contractor of record services through which Remote Leverage contracts with a COR Contractor identified by a Client, assigns that COR Contractor to the Client, pays that COR Contractor as Remote Leverage's own obligation, invoices the Client for Remote Leverage's services, and handles engagement and termination, as described in Section 12. A Client using the Managed: Contractor of Record Services is a "COR Client."

"Marketplace Display and Likeness Authorization" means a Placement Candidate's authorization, given under Section 1.7 and described in the Privacy Agreement, to display its Marketplace Profile, including its name, image, voice, and likeness, in the Talent Marketplace.

"Marketplace Profile" means a Placement Candidate's profile displayed in the Talent Marketplace, including any Video Introduction.

"Messaging Service" means Leve's messaging, chat, comment, and call functions, and "Messages" means everything sent through it.

"Milestone" means a defined portion of a Project or Fixed-Price Arrangement, established on Leve for any Engagement, with its own Deliverables or completion criteria and its own payment amount.

"Monitoring Tool" means Time Doctor, or any successor or additional work-verification tool that Remote Leverage designates.

"Monthly Arrangement" means a Payment Arrangement under which a Contractor User is paid a set amount for each monthly period or other billing cycle recorded on Leve.

"Notice Email" has the meaning given in Section 1.3, as updated under Section 7.6.

"Notice" means any notice, invoice, approval request, demand, or other communication given under these Terms.

"Paying Party" means, for an Engagement under the Self Serve: Direct Pay Services, the Direct Pay Client; and, for an Engagement under the Managed: Contractor of Record Services, Remote Leverage, which invoices the COR Client as the COR MSA provides.

"Payment Arrangement" means the basis on which a Contractor User is paid for an Engagement, being an Hourly Arrangement, Fixed-Price Arrangement, Monthly Arrangement, or Project-Based Arrangement, or any combination of them, as recorded on Leve.

"Payment Partners" means the licensed banks, payment processors, and payout providers that Remote Leverage selects to execute payments.

"Placement Candidate" means a User who is sourced, screened, presented, or placed through the Recruitment Services.

"Privacy Agreement" means the Remote Leverage Global Privacy, Data Protection and Data Processing Agreement, as amended.

"Project" means a body of work established in Leve's project module and divided into one or more Milestones.

"Project-Based Arrangement" means a Payment Arrangement under which a Contractor User is paid by Milestone for completing a Project.

"Recruitment Services" means candidate sourcing, screening, presentation, and placement facilitation services, including the Talent Marketplace, that Remote Leverage provides to a Client, as described in Section 13. A Client using Recruitment Services is a "Recruitment Client."

"Regulated Data" means data governed by the Sarbanes-Oxley Act, HIPAA, FERPA, PCI-DSS, or the Gramm-Leach-Bliley Act, or by any comparable regime.

"Remote Leverage Parties" means Remote Leverage, its affiliates, and their officers, directors, employees, contractors, and agents.

"Request" means any request, instruction, approval, authorization, election, cancellation, or other action submitted through Leve or another channel Remote Leverage accepts.

"Sanctioned Person" means any person on a sanctions list of the United States, the United Nations, the European Union, or the United Kingdom, located or ordinarily resident in a comprehensively sanctioned country or region, or owned or controlled by such a person.

"Self Serve: Direct Pay Services" means the Leve tools that support a Client's direct engagement of Direct Contractors, as described in Section 11. A Client using the Self Serve: Direct Pay Services is a "Direct Pay Client."

"Service Order" means the binding pricing and commercial terms for a Service arising from: (a) any agreement, order form, placement agreement, proposal, or quote that a User signs or accepts, including electronically; (b) any pricing, fee, plan, bundle, placement package, rate, or quote that a User requests, selects, approves, or accepts on Leve, including by Request under Section 16.2; or (c) any change accepted in either way. Pricing communicated only by email or call binds only once accepted under (a) or (b).

"Services" means the Recruitment Services, the Self Serve: Direct Pay Services, the Managed: Contractor of Record Services, and every other service Remote Leverage provides through Leve.

"Support Email" means support@remoteleverage.com.

"Talent Marketplace" means the Leve feature described in Section 13.7 through which Marketplace Profiles are displayed.

"Templates" means form contracts, statements of work, non-disclosure and assignment forms, tax forms, and any other documents that Remote Leverage makes available on Leve.

"Timesheet" means the Leve record of hours worked for a period, reconciled against Work-Verification Data.

"Transaction Fee" means Remote Leverage's fee for its software and services charged on a payment or currency conversion processed through Leve, stated in the applicable Service Order or Leve pricing as a fixed amount, a percentage of the amount paid, a percentage of the amount converted (an "FX Add-On"), or any combination of them. Transaction Fees apply in the Self Serve: Direct Pay Services and, as the COR MSA provides, in the Managed: Contractor of Record Services.

"User Content" means everything a User submits to or generates on Leve, including profiles, job posts, Messages, files, Timesheets, and reviews.

"User" means any natural person or entity that accesses, registers for, is invited to, or uses Leve or any Service, in any capacity and at any time, including every Client, Placement Candidate, Direct Contractor, and COR Contractor, any combination of those roles, and anyone acting on a User's behalf or using a User's credentials, including Authorized Users, administrators, and agents.

"Video Introduction" means a video recording of itself that a Placement Candidate makes for its Marketplace Profile.

"Work Product" means everything a Contractor User creates in performing services for a Client.

"Work-Verification Data" has the meaning given in Section 14.4.

"Workspace" means the area of Leve dedicated to a Client's organization and its Engagements.

Section 3. User Roles

3.1 The Four Roles. Every User holds one or more of the following roles: Client, Placement Candidate, Direct Contractor, or COR Contractor. Website visitors and other Users who hold none of these roles are bound by the provisions of these Terms that apply to all Users.

3.2 Multiple Roles. A User may hold more than one role, at the same time or at different times. The obligations of each role attach to the User whenever the User acts in that role, and they apply cumulatively. Where two roles impose conflicting rules on the same conduct, the stricter rule applies.

Section 4. How These Terms Relate to Other Agreements

4.1 Leve Rules. These Terms govern access to and use of Leve and every Service. For Self Serve: Direct Pay Services, these Terms and the applicable Service Order are the entire agreement between Remote Leverage and each Direct Pay Client and Direct Contractor, and no separate Remote Leverage agreement is needed. Any earlier Remote Leverage agreement for the same service is superseded by these Terms for periods after the User accepts them, and continues to govern obligations that accrued before.

4.2 Managed: Contractor of Record Services. Where a User has also signed the COR MSA, the COR MSA governs the commercial COR relationship (including fees, payment timing, risk allocation, and termination of the COR relationship), and these Terms govern use of Leve. The contractor's own agreement with Remote Leverage governs the COR Contractor's commercial relationship with Remote Leverage in the same way.

4.3 Recruitment Services. The fees, any replacement guarantee, and any refund terms for Recruitment Services are set by the applicable Service Order, and Section 13.6 applies where they are silent. These Terms govern everything else about the Recruitment Services.

4.4 Privacy. The Privacy Agreement governs the processing of personal data through Leve and every other privacy and data-protection matter relating to Leve and the Services, including monitoring data, cross-border transfers, and data subject rights.

4.5 Precedence. If there is a conflict, the following control in this order: (a) law that cannot be varied by contract; (b) the Privacy Agreement, on the matters in Section 4.4; (c) the COR MSA or the contractor's own agreement with Remote Leverage, for the commercial COR relationship; (d) a Service Order, whether signed or accepted on Leve, for fees, guarantees, and refunds; and (e) these Terms. Protections for Remote Leverage in these Terms apply in addition to those in any other agreement, unless that agreement expressly excludes them. Nothing in these Terms reduces an obligation Remote Leverage expressly accepts in a signed agreement, or changes the allocation of classification risk agreed in the COR MSA.

Section 5. Remote Leverage's Role in Each Service

5.1 Recruitment Services. In the Recruitment Services, Remote Leverage acts only as a recruiter and placement facilitator.

5.2 Self Serve: Direct Pay Services. In the Self Serve: Direct Pay Services, Remote Leverage acts only as a technology provider. The Client and the Direct Contractor have their own direct contractual relationship.

5.3 Managed: Contractor of Record Services. In the Managed: Contractor of Record Services, Remote Leverage is the contracting party with each COR Contractor and acts as principal. The COR Client coordinates the work only to the extent the COR MSA permits.

5.4 What Remote Leverage Is Not. Except for its role as contracting party with COR Contractors, Remote Leverage is not an employer, employer of record, professional employer organization, staffing agency, or joint employer of any User. Remote Leverage is not an escrow agent or trustee; not a fiduciary, guarantor, or general agent of any User (other than the limited agencies in Section 11.4 and Section 23); and not an arbiter of disputes between Users. These Terms create no partnership or joint venture.

5.5 No Supervision of Work. Remote Leverage does not supervise, direct, or evaluate how any Contractor User performs work. Administering Engagements, Timesheets, payments, verification, and enforcement under these Terms is not supervision.

Section 6. No Legal or Tax Advice; Templates and Tax Documents

REMOTE LEVERAGE IS NOT A LAW FIRM AND DOES NOT PROVIDE LEGAL SERVICES OR LEGAL ADVICE. REMOTE LEVERAGE IS NOT A TAX ADVISER, ACCOUNTANT, OR TAX RETURN PREPARER, AND DOES NOT PROVIDE TAX, ACCOUNTING, FINANCIAL, INVESTMENT, CLASSIFICATION, OR IMMIGRATION ADVICE. USING LEVE DOES NOT CREATE AN ATTORNEY-CLIENT, FIDUCIARY, ADVISORY, OR OTHER PROFESSIONAL RELATIONSHIP BETWEEN YOU AND REMOTE LEVERAGE. ANY REMOTE LEVERAGE PERSONNEL WHO ARE LICENSED ATTORNEYS ACT ONLY FOR REMOTE LEVERAGE AND NEVER AS YOUR ATTORNEY.

TEMPLATES ARE GENERAL FORMS OFFERED ONLY FOR CONVENIENCE AND ARE PROVIDED "AS IS." THEY ARE NOT PREPARED FOR YOU, YOUR JURISDICTION, OR YOUR SITUATION, AND THEY MAY BE INCOMPLETE, OUT OF DATE, OR UNSUITABLE FOR YOUR NEEDS. REMOTE LEVERAGE DOES NOT REVIEW HOW YOU COMPLETE OR CHANGE ANY TEMPLATE.

YOU ALONE ARE RESPONSIBLE FOR DECIDING WHETHER TO USE ANY TEMPLATE OR OTHER DOCUMENT, FOR SELECTING, COMPLETING, CUSTOMIZING, AND SIGNING IT, AND FOR THE ACCURACY AND COMPLETENESS OF EVERY ENTRY IN IT. ONCE YOU USE A TEMPLATE, THE RESULTING DOCUMENT IS YOUR DOCUMENT.

WHETHER ANY DOCUMENT IS VALID OR ENFORCEABLE DEPENDS ON MANY FACTORS OUTSIDE REMOTE LEVERAGE'S CONTROL, INCLUDING THE GOVERNING LAW, THE COURTS OR TRIBUNALS INVOLVED, THE FACTS, HOW THE DOCUMENT IS COMPLETED AND SIGNED, THE PARTIES' CONDUCT, CHANGES IN LAW, AND LOCAL FORMALITIES. REMOTE LEVERAGE MAKES NO REPRESENTATION OR WARRANTY THAT ANY DOCUMENT IS VALID, ENFORCEABLE, SUFFICIENT, OR COMPLIANT WITH ANY LAW, AND IS NOT RESPONSIBLE FOR THE ENFORCEABILITY, LEGAL EFFECT, OR CONSEQUENCES OF ANY DOCUMENT.

FOR TAX DOCUMENTS, REMOTE LEVERAGE PROVIDES ONLY THE LEVE FUNCTIONS OF COLLECTION, ELECTRONIC SIGNATURE, STORAGE, AUTOMATION, AND TRANSMISSION. YOU MUST OBTAIN YOUR OWN INDEPENDENT TAX ADVICE ON WHICH FORMS APPLY TO YOU, WHETHER TO COMPLETE THEM, AND HOW TO COMPLETE THEM. REMOTE LEVERAGE DOES NOT DETERMINE ANY USER'S CLASSIFICATION, WITHHOLDING, TREATY ELIGIBILITY, OR REPORTING OBLIGATIONS, AND IS NOT LIABLE FOR ANY PENALTY, INTEREST, OR ASSESSMENT ARISING FROM ANY FORM OR FILING. THE ONLY EXCEPTION IS THAT, WHERE REMOTE LEVERAGE ITSELF IS THE PAYER UNDER THE MANAGED: CONTRACTOR OF RECORD SERVICES, IT WILL MEET THE INFORMATION-REPORTING DUTIES THAT LAW IMPOSES ON IT AS PAYER, AND THIS NARROW ROLE CREATES NO OTHER TAX DUTY TO ANY USER.

WHETHER ANY USER HAS A TAXABLE PRESENCE, PERMANENT ESTABLISHMENT, OR REGISTRATION OBLIGATION IN ANY COUNTRY DEPENDS ON THE TOTALITY OF THAT USER'S OWN ACTIVITIES. REMOTE LEVERAGE MAKES NO DETERMINATION ON IT, AND EACH CLIENT BEARS ALL RESULTING TAXES, PENALTIES, AND OBLIGATIONS.

TO THE EXTENT ANY TAX FILING OR REPORTING ERROR IS CAUSED IN WHOLE OR IN PART BY INFORMATION OR INSTRUCTIONS FROM A USER, REMOTE LEVERAGE HAS NO LIABILITY FOR IT, AND ANY CORRECTION IS AT THE USER'S COST.

YOU SHOULD CONSULT A LICENSED ATTORNEY AND A QUALIFIED TAX PROFESSIONAL IN EACH RELEVANT JURISDICTION BEFORE USING ANY TEMPLATE OR TAX FORM OR RELYING ON ANY DOCUMENT CREATED THROUGH LEVE.

Section 7. Accounts, Security, and Profile Changes

7.1 Accurate Information. You must provide accurate, complete, and current information, including your identity, location, entity details, tax status, payout details, and Notice Email, and must submit any change through Leve promptly after it occurs.

7.2 One Account; No Sharing. Each person may hold one Account per role unless Remote Leverage approves otherwise. You must not sell, rent, share, or transfer your Account or allow anyone else to use it.

7.3 Verification. Remote Leverage and its Payment Partners may verify any User's identity, beneficial ownership, and location, and may screen any User against sanctions and fraud lists, at any time. Biometric verification occurs only after the written notice, and on the consent and written release, described in the Privacy Agreement, which you give by accepting these Terms under Section 1.1. Remote Leverage may withhold access, Engagements, or payments until verification is complete.

7.4 Credentials and Authorized Users. You must keep your credentials confidential, use multi-factor authentication where offered, secure your devices, and report any suspected compromise immediately to the Support Email. Each Client must assign appropriate roles to its Authorized Users and remove access within one (1) business day after any Authorized User leaves. Remote Leverage may suspend any Account it believes is compromised.

7.5 Responsibility for Account Activity

YOU ARE RESPONSIBLE FOR ALL ACTIVITY UNDER YOUR ACCOUNT, YOUR CREDENTIALS, AND THE ACCOUNTS OF YOUR AUTHORIZED USERS, AND FOR ALL RESULTING FEES AND LIABILITIES, SUBJECT ONLY TO SECTION 16.3.

7.6 Processing Time for Profile and Information Changes. Any change you make or request to your profile, Account, banking, payout, tax, entity, or contact information (including your Notice Email) takes effect only after Remote Leverage has processed and verified it. Remote Leverage has up to ten (10) business days after receiving a complete request to apply the change, and longer where identity verification, know-your-customer review, sanctions screening, Payment Partner review, or tax validation requires more time. Remote Leverage may require supporting documents and may refuse any change it cannot verify. Payments, Notices, and documents that Remote Leverage sends or processes using your prior information before the change takes effect are valid and final, and Remote Leverage is not liable for any payment or Notice directed to your prior information during that period.

7.7 Account Administrator. Each Client must designate at least one Account Administrator through Leve and keep that designation current. Every action of an Account Administrator is deemed authorized by the Client, whether or not the Client knew of it, and a Notice to any Account Administrator is a Notice to the Client.

7.8 Reliance on User Information. Remote Leverage may rely conclusively on all information, instructions, and data that any User or its integrations submit to Leve, and has no duty to verify, correct, or update it. Remote Leverage has no liability for any error, omission, penalty, or loss resulting from inaccurate, incomplete, or untimely information submitted by a User.

Section 8. Leve Features and Changes to Leve

8.1 Features. Leve offers tools for sourcing, hiring, onboarding, contracting, electronic signature, tax document collection, time tracking, project management, invoicing, approvals, payments, messaging, and reporting. Each User is responsible for what it enters into each feature and how it uses the results. Tasks and instructions that a Client gives through Leve are the Client's own, and Remote Leverage does not review them.

8.2 Artificial Intelligence and Automated Features. Automated and artificial intelligence outputs, such as matches, rankings, scores, summaries, and flags, are aids to human decisions and do not replace them. They may be inaccurate or incomplete. No User may use them to make decisions based on any characteristic protected by law, or as the sole basis for a decision with legal or similarly significant effects on an individual. Do not enter Regulated Data or sensitive personal data into any automated feature not designated for it. The Privacy Agreement describes how personal data is used in these features.

8.3 Remote Leverage May Change Leve at Any Time. **REMOTE LEVERAGE MAY, AT ANY TIME, IN ITS SOLE DISCRETION, WITH OR WITHOUT NOTICE, ADD, MODIFY, SUSPEND, DISCONTINUE, REPLACE, OR LIMIT ANY FEATURE, FUNCTIONALITY, INTEGRATION, PAYMENT PARTNER, TOOL, TEMPLATE, WORKFLOW, INTERFACE, PRICING TIER, OR SERVICE; IMPOSE OR CHANGE USAGE LIMITS; OFFER, CHANGE, OR END BETA OR PREVIEW FEATURES; AND UPDATE LEVE FOR ANY LEGAL, SECURITY, COMMERCIAL, OR TECHNICAL REASON. REMOTE LEVERAGE HAS NO LIABILITY FOR ANY SUCH CHANGE AND MAKES NO REPRESENTATION THAT ANY FEATURE, INTEGRATION, OR SERVICE WILL CONTINUE TO BE AVAILABLE.** This subsection does not allow Remote Leverage to withhold amounts due for approved work, or to reduce a commitment Remote Leverage has expressly accepted in a signed agreement for the term of that agreement. Changes to fees are made under Section 10.5. No User's decision to use Leve depends on any future feature, function, or public statement about the roadmap.

8.4 Beta Features and Availability. Beta and preview features are provided "as is," may be withdrawn at any time, and may not be used for critical operations. Remote Leverage does not guarantee that Leve will be available without interruption.

8.5 Balances Held by Payment Partners. Any multi-currency balance, card, early payout, or digital-asset payout, where offered, is provided and held only by a Payment Partner under its own license and terms, and not by Remote Leverage.

8.6 API and Automated Access. Access to Leve through any API, integration, script, or AI agent (including any model context protocol connector) is permitted only as Remote Leverage expressly enables, within published limits, using credentials that must not be shared. Remote Leverage may rate-limit, change, or end API access at any time.

Section 9. Documents and Electronic Signatures

9.1 Documents Between Users. Users may prepare, send, and sign offers, statements of work, Direct Contracts, non-disclosure and assignment forms, and other documents through Leve. A signed document binds only its signatories. Remote Leverage is not a party to any document unless it signs as a party, and it does not review documents that Users create or upload. Remote Leverage may remove any document or Template it considers unlawful or inconsistent with these Terms. In the Managed: Contractor of Record Services, only Remote Leverage's own contractor documents may be used with COR Contractors.

9.2 Templates. Users may use Templates only for their own engagements and must not resell or redistribute them.

9.3 Electronic Transactions. You agree to transact electronically. Electronic records and electronic signatures created through Leve have the same legal effect as signed paper documents under the E-SIGN Act and other applicable electronic transactions law. The audit trail generated by Leve or its electronic-signature provider is evidence of execution.

Section 10. Payments

10.1 Payment Partners. All debits, charges, currency conversions, and payouts are carried out by Payment Partners under their own licenses and terms, which you must accept where presented.

10.2 Payment Roles by Service. In the Self Serve: Direct Pay Services, payments are received by Payment Partners for Direct Contractors and Remote Leverage gives payment instructions only as described in Section 11.4. In the Managed: Contractor of Record Services, Remote Leverage pays COR Contractors as their contracting party and invoices COR Clients for its own services, on the terms of the COR MSA. In the Recruitment Services, the Client pays the placement fees in its Service Order.

10.3 Payment Authorizations. Each Client authorizes Remote Leverage, for amounts owed to it, and its Payment Partners, for Self Serve: Direct Pay Services funding, to debit its designated bank account by ACH, or charge its card where accepted, for all amounts due under these Terms, the COR MSA, or any Service Order, on the dates shown on Leve or invoice, including automatic charges triggered by a Request or approval. Each Client must keep a valid payment method on file and give at least ten (10) business days' Notice before changing it. Revoking an authorization without an accepted replacement is a material breach and does not reduce any amount owed.

10.4 Funds First. Remote Leverage has no obligation to instruct payment of any amount to any Direct Contractor until the matching Client funds have been received, cleared, and settled by the Payment Partner. Remote Leverage does not advance its own funds and does not guarantee any Client's payment. Funds received after 2:00 p.m. Eastern Time, or on a day that is not a business day, are treated as received on the next business day, and payment timing shown on Leve assumes cleared funds by that cut-off.

10.5 Fees. Fees are those stated in the applicable Service Order or, if none, the Leve pricing in effect when the Request is logged. Unless a Service Order states otherwise, fees are non-refundable, payable without set-off or deduction, and exclusive of taxes, and each Client must gross up any payment from which tax must be withheld. Payment Partner, bank, and transfer fees pass through at cost, and currency conversion is priced under Section 10.10. Remote Leverage may change any fee, including any Transaction Fee, unilaterally on at least thirty (30) days' Notice. The change applies to billing periods and transactions on and after the effective date stated in the Notice, and continued use of the affected Service after that date is acceptance. A Client that does not accept a change may, as its sole remedy, end the affected Service by Notice before that date, subject to amounts accrued. This right applies to fees in any Service Order, notwithstanding Section 4.5, unless a Service Order signed by Remote Leverage expressly fixes those fees for a stated term.

10.6 Late and Failed Payments. Overdue amounts bear interest at the lesser of one and one-half percent (1.5%) per month and the highest rate permitted by law, and the Client must pay reasonable collection costs and attorneys' fees. Each failed or returned debit incurs the failed-payment fee in the Service Order. If a payment fails, Remote Leverage may suspend Services immediately, tell affected Contractor Users of the suspension (to which the Client consents), and end the affected Services if the failure is not cured within three (3) business days after Notice. Remote Leverage may require a deposit, reserve, or standby letter of credit at onboarding, after any default, or when it reasonably considers credit, fraud, or Payment Partner risk to have increased, may hold that security until all amounts owed are paid, and may apply it to any amount owed. Any deposit, reserve, or other security secures only amounts owed to Remote Leverage itself, and is never treated as funds awaiting payment to any payee. This does not limit a Direct Pay Client's discretion under Section 11.6 over when to approve and pay its Direct Contractors. Remote Leverage may refer overdue amounts to collection agencies and report non-payment to commercial credit reporting agencies. If a Client materially breaches these Terms while any amount is owed, all amounts owed become immediately due. A Client and each affiliate that uses Leve under or for the Client's Account are jointly and severally liable for all amounts owed.

10.7 Payments Are Final; No Chargebacks. **PAYMENTS ARE FINAL AND IRREVOCABLE ONCE INITIATED. YOU MUST NOT INITIATE ANY CHARGEBACK, CARD DISPUTE, ACH REVERSAL, OR BANK RECALL OF ANY AMOUNT PAID OR DEBITED THROUGH LEVE, EXCEPT FOR A TRANSACTION YOU DID NOT AUTHORIZE. DISPUTES ABOUT WORK ARE RESOLVED THROUGH THE LEVE DISPUTE FUNCTION AND BETWEEN THE USERS CONCERNED, NEVER BY REVERSING A PAYMENT.** You must reimburse every reversed amount and all related fees, losses, and costs. An attempted chargeback is a material breach that permits immediate suspension. You agree that Leve Records are compelling evidence of your authorization and of delivery in any processor or card-network dispute.

10.8 Holds. Remote Leverage or any Payment Partner may hold, delay, reject, or return a payment or payout, without liability, to complete verification or sanctions or fraud screening, to investigate a suspected breach, dispute, or chargeback risk, or to comply with law or a Payment Partner requirement. An investigation hold may last up to one hundred eighty (180) days, or longer where law or a Payment Partner requires. In the Self Serve: Direct Pay Services, Remote Leverage holds no funds, and any hold is made by the Payment Partner.

10.9 Mistaken Payments and Set-Off. A User who receives a payment in error or in excess of what is due must return it within five (5) business days after Notice, and the Payment Partner may reverse it. Remote Leverage may set off any amount you owe it against any amount it owes you, to the extent permitted by law and any signed agreement. A Contractor User is liable for the full amount of any payment credited to it that is later reversed for settlement failure, fraud, or error, plus related fees.

10.10 Currency Conversion, Foreign Exchange Pricing, and FX Risk Recovery. Amounts are in U.S. dollars unless Leve states otherwise. All currency conversion is carried out by Payment Partners, and Remote Leverage does not exchange currency for any User. The exchange rate shown on Leve for any conversion is set by the Payment Partner, is not a market or reference rate, and may reflect forward rates, market volatility, and the spreads, fees, risk charges, and other costs imposed by Payment Partners and banks. Any Remote Leverage fee for its software and services, including any FX Add-On charged as a Transaction Fee is not built into the Payment Partner's rate. In the Managed: Contractor of Record Services, Remote Leverage converts only its own funds, and the COR MSA governs COR Client pricing. Notwithstanding Section 10.5, rates and foreign exchange charges may change at any time without notice, and the rate recorded in Leve Records is final. As between each User and Remote Leverage, the User bears all exchange-rate risk and all foreign exchange costs, including losses on delayed, returned, or reconverted payments. Remote Leverage provides no hedging or foreign exchange advice, and no forward or other derivative contract arises between any User and Remote Leverage.

10.11 Payouts to Contractor Users. Contractor Users are paid through the payout methods available in their country. Each Contractor User is responsible for accurate payout details, and Remote Leverage is not liable for payments sent to details the Contractor User provided (including during the processing period in Section 7.6) or for delays caused by local banks or currency controls. Each payout account must be in the payee's own name and owned by the payee, and no payout will be sent to a third party's account. Unclaimed funds are handled under applicable unclaimed-property law; before they are turned over to the state, Remote Leverage will send Notice to the last Notice Email on file and, for amounts it owes, may deduct its reasonable costs of handling unclaimed funds to the extent law permits.

10.12 Disputing Remote Leverage Fees. A Client must dispute any fee or charge of Remote Leverage through Leve within thirty (30) days after the invoice or debit date, stating the basis in detail. A charge not disputed in that period is accepted as accurate. Undisputed portions remain payable while a dispute is resolved. This subsection governs invoice accuracy only and does not shorten any period to bring a legal claim.

10.13 Funding Accounts and Wires. Each funding bank account must be a business account held in the Client's own name, which the Client may debit without anyone else's consent. Remote Leverage may verify it by test deposits or debits. The Client warrants that all funds are lawfully obtained. The Client must follow Leve's wire instructions exactly, bears all intermediary and correspondent bank charges, and is responsible for any loss caused by not following them. A rejected or returned debit does not release the Client from funding the amount, and it may be resubmitted as Nacha rules permit.

10.14 Corrections to Payment Data. Once a payment instruction or payment data has been approved, any correction is special handling, may not be possible, and may carry any correction fee stated in the Service Order. Each Client releases Remote Leverage from any claim arising from an error or omission in approved payment data that the Client did not correct before processing.

10.15 Payment Arrangements for All Engagements

Every Engagement, whether under the Self Serve: Direct Pay Services or the Managed: Contractor of Record Services, may use any Payment Arrangement that Leve supports, alone or in combination:

(a) **Hourly Arrangement:** hours may be recorded through time tracking where activated under Section 14, entered manually, or established in any other way the Approving Party accepts.

(b) **Fixed-Price Arrangement:** the price and any Milestones are recorded on Leve.

(c) **Monthly Arrangement:** the monthly amount and billing cycle are recorded on Leve, and partial periods are handled as the Leve record states.

(d) **Project-Based Arrangement:** as described in Section 10.16.

Who sets, approves, invoices, and pays under each Payment Arrangement depends on the Service. For the Self Serve: Direct Pay Services, Section 11.6 applies. For the Managed: Contractor of Record Services, Section 12.2 applies. Every Payment Arrangement, approval, invoice, Milestone release, and payment is made through Leve and recorded and logged.

10.16 Projects and Milestones

These Terms govern Projects and Milestones for every Engagement, including Engagements under the Managed: Contractor of Record Services.

(a) **Setting up:** Projects and Milestones are established only in Leve's project module. Each Milestone record states the work, the Deliverables or completion criteria, the payment amount and currency, and any target date. In the Self Serve: Direct Pay Services, the Direct Pay Client creates each Milestone and the Direct Contractor accepts it on Leve. In the Managed: Contractor of Record Services, the COR Client proposes each Milestone, Remote Leverage must approve it before it takes effect, and the COR Contractor accepts it on Leve. Remote Leverage may decline or require changes to any COR Milestone that is inconsistent with the COR Contractor's independent contractor status or with law.

(b) **Funding:** In the Self Serve: Direct Pay Services, a Milestone is funded only when the Direct Pay Client approves its payment, at a time the Client chooses under Section 11.6, and no Milestone is funded in advance. In the Managed: Contractor of Record Services, Remote Leverage invoices the COR Client for its services for the Milestone, as the COR MSA provides, when Remote Leverage approves the Milestone, and the COR Client must pay that invoice before work on the Milestone begins. Remote Leverage may suspend any COR Milestone until its invoice is paid.

(c) **Submission:** The Contractor User submits each completed Milestone, and its Deliverables, only through Leve.

(d) **Review and acceptance:** In the Self Serve: Direct Pay Services, the Direct Pay Client accepts, requests revisions to, or rejects a submitted Milestone at its discretion under Section 11.6, with no deadline. In the Managed: Contractor of Record Services, the COR Client must accept the Milestone, or request specific revisions tied to its completion criteria, through Leve within five (5) business days after submission. If the COR Client does neither, the Milestone is deemed accepted. Remote Leverage, as the contracting party with the COR Contractor, makes the final determination, against its completion criteria, of whether a COR Milestone is complete, and that determination is final for Leve purposes.

(e) **Payment:** In the Self Serve: Direct Pay Services, Payment Partners release payment for a Milestone on the Direct Pay Client's approval, once funded. In the Managed: Contractor of Record Services, Remote Leverage pays the COR Contractor for each accepted Milestone on Remote Leverage's COR payment schedule.

(f) **Changes:** Any change to a Milestone's work, Deliverables, amount, currency, or target date takes effect only when recorded on Leve with the consent of the Approving Party and the Contractor User and, for a COR Milestone, the approval of Remote Leverage.

(g) **Cancellation:** In the Self Serve: Direct Pay Services, the Direct Pay Client may cancel an unpaid Milestone through Leve, and any payment for work already performed is a matter between the Client and the Direct Contractor under the Direct Contract. In the Managed: Contractor of Record Services, the COR Client may cancel a Milestone through Leve. Remote Leverage then determines, from Leve Records, the amounts the COR Client owes Remote Leverage, and Remote Leverage owes the COR Contractor, for work performed up to cancellation, and credits any excess the COR Client prepaid for that Milestone against its next invoice.

(h) **Disputes:** Disputes about a Milestone in the Self Serve: Direct Pay Services are governed by Section 11.9. Disputes about a COR Milestone must be raised through Leve and are decided by Remote Leverage under Section 20.5, and invoiced amounts remain payable while a dispute is pending.

(i) **Role of Remote Leverage:** Except where Remote Leverage is itself the contracting party in the Managed: Contractor of Record Services, and then only as this subsection provides, Remote Leverage does not review, accept, or verify any Deliverable and is not responsible for the work or Deliverables of any Contractor User. No Milestone funds are held in escrow or in trust.

10.17 Nature of Leve Payment Functions. Remote Leverage is not a bank, money transmitter, foreign currency exchanger, or other money services business, and does not offer money transmission or currency exchange as a service. All funds flow only through Payment Partners that are licensed or otherwise authorized for that activity, using clearing and settlement systems limited to regulated financial institutions. Self Serve: Direct Pay Services funds are held only in Payment Partners' accounts, may be pooled, earn no interest for Users, and are not deposits

with or insured by Remote Leverage; Remote Leverage never receives, holds, controls, or owns them. In the Managed: Contractor of Record Services, Remote Leverage acts as principal: COR Client payments, including deposits, are Remote Leverage's own funds, received for its own services or as security under Section 10.6, and Remote Leverage pays COR Contractors from its own funds as its own obligation. Any payment function on Leve is provided only as an integral part of the software and services Remote Leverage provides, and not as a separate service. Remote Leverage does not issue stored value, does not hold balances for Users, and does not allow Users to send funds to anyone other than a payee engaged through Leve for genuine work. Remote Leverage may change the payment structure, Payment Partner, or flow of funds at any time as needed to comply with law, without liability.

Section 11. Self Serve: Direct Pay Services

11.1 What the Self Serve: Direct Pay Services Are. The Self Serve: Direct Pay Services give a Direct Pay Client and its Direct Contractors access to Leve tools to manage a working relationship that the Client and the Direct Contractor have formed between themselves. Those tools include Templates, electronic signature, tax document collection and automated transmission, messaging, optional time tracking, the project module, invoicing, approvals, and payment instructions for every Payment Arrangement under Section 10.15.

11.2 Direct Contractors Are Engaged Directly by the Client. Each Direct Contractor is engaged directly by the Client under a Direct Contract. Remote Leverage is not a party to any Direct Contract; is not the employer, client, contractor of record, employer of record, staffing agency, or joint employer of any Direct Contractor; does not hire, supervise, direct, evaluate, or terminate any Direct Contractor; and does not pay any Direct Contractor for its own account. No Direct Pay Client may tell any Direct Contractor or third party anything different.

11.3 The Client's Responsibilities. As between Remote Leverage and the Direct Pay Client, the Direct Pay Client alone is responsible for: (a) choosing, vetting, engaging, directing, and ending each Direct Contractor relationship; (b) the terms, legality, and enforceability of each Direct Contract, including its intellectual property assignment, confidentiality, and restrictive covenant terms; (c) the classification of each Direct Contractor under every law that applies, and every wage, benefit, contribution, severance, penalty, or other consequence if a Direct Contractor is found to be an employee; (d) compliance with data protection, sanctions, anti-corruption, export control, immigration, tax, and labor law; (e) granting and removing each Direct Contractor's access to the Client's systems and data; and (f) resolving every dispute with its Direct Contractors directly. The Client warrants that it has disclosed through Leve any Direct Contractor who was previously its employee, and is solely responsible for any claim arising from that prior relationship or from converting an employee into a contractor.

11.4 Payee-Side Payment Agency. Each Direct Contractor appoints the Payment Partner as its agent to receive payments from the Direct Pay Client for the services the Direct Contractor provides, and Remote Leverage as its agent only to give payment instructions. A payment is treated as received by the Direct Contractor, and the Client's payment obligation is satisfied to that extent, when the Payment Partner receives the Client's funds for it. If the Payment Partner then fails to pay out those funds, the Direct Contractor's recourse is against the Payment Partner, and Remote Leverage will assign to the Direct Contractor any rights it has against the Payment Partner for those funds. Each Direct Pay Client agrees to this arrangement and may present it to its Direct Contractors as the way they are paid. The Direct Pay Client represents that every payment instruction it gives is accurate and authorized. This agency gives Remote Leverage no other authority and imposes no fiduciary or trust duty on it.

11.5 Funding. Remote Leverage instructs Payment Partners to release a payment only after the Direct Pay Client has funded it by the method in Section 10.3 and the funds have cleared and settled, and Remote Leverage never uses its own funds. If a debit fails, Section 10.6 applies, Remote Leverage may tell affected Direct Contractors that payment is waiting on the Client, and Remote Leverage may end the Client's use of the Self Serve: Direct Pay Services if the failure is not cured within three (3) business days after Notice.

11.6 The Client's Freedom to Approve and Pay. The Direct Pay Client has complete discretion to decide whether, when, how, and how much to approve, invoice, and pay under any Payment Arrangement with its Direct Contractors, including the timing of every approval, acceptance, invoice, Milestone release, and payment. Leve imposes no deadlines, review periods, deemed approvals, deemed acceptances, minimum or maximum amounts, or payment schedules on the Client. The only limits on this freedom are these Terms and the Direct Contract

between the Client and the Direct Contractor. Every approval, acceptance, invoice, release, and payment must be made through Leve, and each is recorded and logged.

11.7 Payment Arrangements. A Direct Pay Client may use any Payment Arrangement under Section 10.15, and in every case decides whether, when, and how much to approve and pay under Section 11.6.

11.8 Project-Based Pay. Section 10.16 applies to Projects and Milestones in the Self Serve: Direct Pay Services. The Direct Pay Client alone is the Approving Party for each of them, and Remote Leverage is not responsible for any Direct Contractor's work or Deliverables.

11.9 Disputes Between Client and Direct Contractor. Disputes about a Direct Contractor's work, Deliverables, invoices, or conduct, or about the Client's approvals or payments, are solely between the Direct Pay Client and the Direct Contractor. Remote Leverage does not decide them. Payments are final under Section 10.7, and neither of them may use a chargeback or reversal to resolve a dispute. Once a Direct Contractor has received a payment, Remote Leverage cannot reverse, refund, or withhold it, and a Client seeking recovery must pursue the Direct Contractor directly. Remote Leverage has no duty to check whether any invoice, approval, or payment conforms to the Direct Contract.

11.10 Fees. There is no subscription or access fee for the Self Serve: Direct Pay Services. The Direct Pay Client pays a Transaction Fee, which may include an FX Add-On, for each payment it makes through Leve, as stated in its Service Order or, if none, in the Leve pricing, together with Payment Partner, bank, and transfer charges, which pass through at cost, and currency conversion priced under Section 10.10. Transaction Fees are subject to Section 10.5.

11.11 Tax Responsibility. For tax purposes, the Direct Pay Client is the payer of every amount paid to its Direct Contractors and is solely responsible for any withholding, information returns (including IRS Forms 1099 or 1042-S where applicable), and other filings. Leve may collect IRS Forms W-9, W-8BEN, or W-8BEN-E, or local equivalents, and may transmit them to the Client, as a convenience only. Remote Leverage does not verify these forms and does not take on any withholding or reporting duty, except a duty that law places directly on Remote Leverage.

11.12 Work Product and Confidential Information. All Work Product that a Direct Contractor creates for a Direct Pay Client, and all intellectual property rights in it, pass between the Direct Contractor and the Client under their Direct Contract. Remote Leverage acquires no rights in that Work Product, is not in its chain of title, and gives no assignment, license, warranty, or indemnity for it. The Client must make sure its Direct Contract contains assignment, confidentiality, and other protective terms that work in the Direct Contractor's jurisdiction, and must enforce them itself. Client information shared with a Direct Contractor is protected by the Direct Contract, and Remote Leverage is not responsible for a Direct Contractor's use or disclosure of it.

11.13 Data and Monitoring Settings. For the Self Serve: Direct Pay Services, the roles of Remote Leverage and the Direct Pay Client in processing Direct Contractor personal data are set out in the Privacy Agreement. The Direct Pay Client warrants that it holds a lawful basis for that data and has provided every required notice and secured every required consent. A Direct Pay Client that activates time tracking or monitoring is solely responsible for whether its settings are lawful where the Direct Contractor works, must not use them to control how the Direct Contractor performs the work, and must not process Regulated Data through Leve or direct a Direct Contractor to do so.

11.14 Direct Pay Client Indemnity. **EACH DIRECT PAY CLIENT MUST DEFEND, INDEMNIFY, AND HOLD HARMLESS THE REMOTE LEVERAGE PARTIES FROM AND AGAINST ANY CLAIM, LOSS, LIABILITY, FINE, PENALTY, TAX, COST, OR EXPENSE (REASONABLE ATTORNEYS' FEES INCLUDED) THAT ARISES OUT OF OR RELATES TO: (A) ANY OF ITS DIRECT CONTRACTORS, INCLUDING EACH DIRECT CONTRACTOR'S ACTS, OMISSIONS, WORK PRODUCT, DELIVERABLES, AND CLAIMS BY OR AGAINST THAT DIRECT CONTRACTOR; (B) ANY DIRECT CONTRACTOR'S PAYMENT ARRANGEMENT, PROJECT, MILESTONE, APPROVAL, INVOICE, OR PAYMENT; (C) ANY DIRECT CONTRACT OR ANY USE OF A TEMPLATE; (D) THE CLASSIFICATION OF ANY OF ITS DIRECT CONTRACTORS, INCLUDING ANY FINDING THAT A DIRECT CONTRACTOR IS AN EMPLOYEE OF THE CLIENT OR OF ANY REMOTE LEVERAGE PARTY; (E) ANY TAX, WITHHOLDING, OR REPORTING OBLIGATION FOR PAYMENTS TO ITS DIRECT CONTRACTORS; (F) ITS PAYMENT INSTRUCTIONS, FUNDING FAILURES, CHARGEBACKS, OR REVERSALS; AND (G) ITS DATA, MONITORING SETTINGS, OR INSTRUCTIONS, INCLUDING ANY INFRINGEMENT OR DATA PROTECTION CLAIM. THIS INDEMNITY APPLIES EVEN TO LOSSES CAUSED IN WHOLE OR IN PART BY THE ORDINARY**

NEGLIGENCE OF A REMOTE LEVERAGE PARTY, EXCEPT AS SECTION 27.1 PROVIDES, AND SECTION 27.2 GOVERNS ITS PROCEDURE.

11.15 Liability Cap for Self Serve: Direct Pay Services. **FOR ALL CLAIMS RELATING TO THE SELF SERVE: DIRECT PAY SERVICES, THE TOTAL LIABILITY OF ALL REMOTE LEVERAGE PARTIES, UNDER ANY THEORY, INCLUDING NEGLIGENCE, WILL NOT EXCEED THE LESSER OF (A) THE TRANSACTION FEES THE DIRECT PAY CLIENT PAID REMOTE LEVERAGE IN THE THREE (3) MONTHS BEFORE THE EVENT GIVING RISE TO THE FIRST CLAIM AND (B) FIVE THOUSAND U.S. DOLLARS (US$5,000). SECTION 26.3 APPLIES TO THIS CAP.**

11.16 Ending the Self Serve: Direct Pay Services. A Direct Pay Client or Remote Leverage may end the Client's use of the Self Serve: Direct Pay Services on fourteen (14) days' Notice. Remote Leverage may suspend or end it immediately if the Client breaches Section 11.3(d), Section 11.4, Section 11.5, or Section 10.7, engages in Prohibited Conduct, or if law or a Payment Partner requires, or if continuing would create legal, regulatory, fraud, or reputational risk. When the Client's use ends, subject to Section 10.8, Payment Partners will release payments the Client has already approved and funded, funds a Payment Partner received for a Direct Contractor will be paid to that Direct Contractor, and any other funds a Payment Partner holds for the Client that are not owed to any payee will be returned to the Client less amounts owed; Section 28.3 governs fees and data; and the Direct Contracts are not affected.

11.17 Direct Contractor Obligations. Each Direct Contractor agrees that: (a) it will record time, submit Deliverables, and invoice only through Leve for work administered through it; (b) whether, when, and how much it is paid through Leve depends on the Client's approval and funding, as the Client decides under Section 11.6 for its Payment Arrangement and the Direct Contract; (c) REMOTE LEVERAGE IS NOT LIABLE FOR ANY CLIENT'S NON-PAYMENT, LATE PAYMENT, OR CHARGEBACK, AND THE DIRECT CONTRACTOR'S ONLY RECOURSE FOR UNPAID AMOUNTS IS AGAINST THE CLIENT, EXCEPT AS SECTION 11.4 PROVIDES; (d) it is solely responsible for its own taxes, licenses, registrations, insurance, equipment, and legal compliance, and for keeping its tax forms current; and (e) it is bound by Section 14 (where time tracking is activated for it), Section 15, Section 18, and Section 19.

11.18 Direct Contracts Signed Outside Leve. A Direct Pay Client that signs a Direct Contract outside Leve must upload a fully signed copy to Leve before the first payment, and Remote Leverage may suspend payments for that Direct Contractor until it does.

Section 12. Managed: Contractor of Record Services

12.1 Separate Agreements Required. No Managed: Contractor of Record Services engagement is processed until the COR Client has signed the COR MSA, the COR Contractor has signed its independent contractor agreement with Remote Leverage, and onboarding is complete.

12.2 Matters Governed by the COR Agreements. Except for Projects and Milestones, which Section 10.16 governs, the scope, approval of work, time records, invoicing, payment timing, rate changes, termination, and every other commercial term of each Managed: Contractor of Record Services engagement are governed exclusively by the COR MSA and the COR Contractor's own agreement with Remote Leverage. COR Clients and COR Contractors use Leve to carry out those steps as those agreements provide.

Section 13. Recruitment Services

13.1 How Recruitment Works. A Recruitment Client submits a placement Request. Remote Leverage sources, screens, and presents Placement Candidates, including through the Talent Marketplace. The Client alone evaluates, interviews, selects, and decides whether to hire any Placement Candidate, and on what terms. Remote Leverage may help Placement Candidates prepare for interview format and logistics. The Client authorizes Remote Leverage to extend offers to Placement Candidates on the Client's behalf, on the terms the Client approves on Leve.

13.2 Leve Rules for Recruitment. On Leve: (a) Placement Candidate profiles are Remote Leverage Confidential Information until a placement is completed, and the Client becomes an independent controller of Placement Candidate data it receives, as described in the Privacy Agreement; (b) offers are made through Leve on terms the Client approves, and each approval is a Request under Section 16; (c) any replacement Request must be made through Leve within the period the Client's Service Order allows; and (d) after placement, the Client and the hired Placement Candidate deal with each other directly, unless the placement is set up as a COR engagement.

13.3 No Fees to Candidates; Background Checks. Remote Leverage never charges a Placement Candidate any fee for Recruitment Services. Remote Leverage does not run criminal background checks unless agreed in a signed writing, and any consumer report is obtained only under a separate signed authorization that complies with applicable law.

13.4 Placement Is Not Employment by Remote Leverage. A Placement Candidate hired by a Client is engaged by that Client, under terms the Client and the Placement Candidate agree. Remote Leverage is not the employer, contracting party, or guarantor of that relationship, and has no responsibility for the hired Placement Candidate's performance or the Client's treatment of that person, except as stated in a replacement guarantee in the Client's Service Order.

13.5 Hiring Outside the Recruitment Services. If a Client, or any affiliate or third party acting for it, engages a Placement Candidate presented by Remote Leverage in any capacity within twelve (12) months after the presentation, other than through the Recruitment Services, the placement fee in the Client's Service Order or, if none, in the Leve pricing, becomes immediately due.

13.6 Placements, Fees, and Replacement Guarantee. Placements are purchased individually or in bundles, at the prices and on the terms in the Client's Service Order. Unless the Service Order states otherwise: (a) a placement is completed, and its placement fee is earned in full and is non-refundable, when a Placement Candidate signs or otherwise accepts an offer extended on the Client's behalf, whatever the start date, performance, or tenure; (b) the Client may cancel a search only before it decides to move forward with a Placement Candidate after interviews; and (c) any replacement guarantee in the Service Order is the Client's sole remedy for dissatisfaction with a placed Placement Candidate, must be requested through Leve, and is not a refund or credit.

13.7 Talent Marketplace. The Talent Marketplace lets anyone who has checked the acceptance box under Section 1.1, accepting these Terms and the Privacy Agreement, view Marketplace Profiles, without any need to register for an Account, search them, including with automated tools, shortlist Placement Candidates, and request interviews. (a) No one may access the Talent Marketplace without that acceptance, and Remote Leverage may limit or end any User's access at any time. (b) A Placement Candidate whose Marketplace Profile a Client, its affiliate, or a person acting for it views, shortlists, or asks to interview has been presented by Remote Leverage for purposes of Section 13.5. (c) Marketplace Profiles and Video Introductions are Remote Leverage Confidential Information under Section 13.2(a) and Section 22, and may be used only as the Privacy Agreement allows. (d) Profiles, rates, availability, and search results are indicative only, and the terms of any engagement are those in the offer the Client approves. (e) Remote Leverage may hide, edit, de-rank, or remove any Marketplace Profile at any time under Section 20, and removes one at the Placement Candidate's request as the Privacy Agreement provides.

Section 14. Time Tracking and Work Verification

14.1 When This Section Applies. Not every Contractor User is monitored. This Section applies only to a Contractor User for whom time tracking or work verification has been activated on Leve, by the Client it serves or by Remote Leverage, and who has given the authorization described in Section 14.2. Where time tracking and work verification have not been activated for a Contractor User, this Section does not apply to that Contractor User.

14.2 Authorization Required. Each Contractor User gives the authorization for monitoring under this Section and, for use of a personal device, the personal-device consent, by accepting these Terms under Section 1.1, as described in Section 1.7 and the Privacy Agreement. Before any monitoring begins, Leve notifies the Contractor User of the monitoring and the data shared. No monitoring takes place unless the Contractor User has given that authorization. Where a Client or Remote Leverage has activated monitoring for an Engagement, the authorization may be a condition of that Engagement. A Contractor User may withdraw it by Notice, after which the Client may end the time-verified Engagement, or, for a COR Engagement, Remote Leverage may end it, in each case without liability to Remote Leverage, subject to payment of amounts due for approved work.

14.3 Use of the Monitoring Tool Where Activated. **WHERE TIME TRACKING HAS BEEN ACTIVATED FOR A CONTRACTOR USER AND THE CONTRACTOR USER HAS AUTHORIZED IT, THE CONTRACTOR USER MUST INSTALL, KEEP CURRENT, AND RUN THE MONITORING TOOL ON EVERY DEVICE USED FOR THAT WORK WHILE THE TIMER IS RUNNING.**

14.4 Data Collected and Shared. For a monitored Contractor User, the Monitoring Tool may collect account, device, and usage data and work-activity data, including screenshots, applications and URLs used, activity levels, and idle time, and approximate location only where enabled and lawful ("Work-Verification Data"). Work-Verification Data may be accessed by Remote Leverage, by the Client the Contractor User serves (for that Client's Engagements only), by the Monitoring Tool operator, and by their service providers. It may be used to verify work, reconcile Timesheets, invoice and pay, resolve disputes and chargebacks, protect security, investigate misuse, and establish or defend legal claims, and may be transferred internationally, all as described in the Privacy Agreement.

14.5 No Expectation of Privacy While Tracking. **TO THE MAXIMUM EXTENT PERMITTED BY LAW, A MONITORED CONTRACTOR USER HAS NO EXPECTATION OF PRIVACY, AS AGAINST REMOTE LEVERAGE, THE CLIENT, AND THE MONITORING TOOL OPERATOR, IN ACTIVITY WHILE THE TIMER IS RUNNING, AND MUST STOP THE TIMER BEFORE ANY PERSONAL ACTIVITY.**

14.6 Limits on Monitoring. Monitoring takes place only while the timer is running, is never covert, and does not include keystroke-content logging or webcam capture as a standard measure. No User may enable monitoring beyond the scope Remote Leverage has enabled. A Client may use Work-Verification Data only to manage its Engagements and verify work, and must not use it to control the manner and means of a Contractor User's work. A Client that activates monitoring is solely responsible for the lawfulness of the monitoring settings it selects.

14.7 Falsification. For a monitored Contractor User, circumventing, spoofing, or manipulating the Monitoring Tool or Work-Verification Data is falsification. It permits immediate termination of the Contractor User's Engagements and Account, withholding of payment for the affected time, recovery or set-off of overpayments, and notice to the Client.

Section 15. Messaging and Access to Messages

15.1 Communications Stay on Leve. Communications between Clients and Contractor Users or Placement Candidates about opportunities, Engagements, work, payments, and disputes must take place on Leve. Users must not exchange contact or payment details to move a relationship off Leve. This does not restrict a Client and a hired Placement Candidate after placement, or day-to-day operational communications on Client systems that a Client lawfully provides, so long as rates, payments, engagement terms, and terminations remain on Leve.

15.2 Remote Leverage Access. **REMOTE LEVERAGE MAY ACCESS, SCAN (BY AUTOMATED MEANS AND AUTHORIZED PERSONNEL), MONITOR, RECORD, RETAIN, AND USE ALL MESSAGES, ATTACHMENTS, AND METADATA FOR SECURITY, FRAUD PREVENTION, ENFORCEMENT OF THESE TERMS, VERIFICATION OF TIME AND PAYMENTS, DISPUTES AND CHARGEBACKS, LEGAL COMPLIANCE, AND USE AS EVIDENCE, AS DESCRIBED IN THE PRIVACY AGREEMENT.**

15.3 Client Access to Work Messages. **A CLIENT, THROUGH ITS ACCOUNT ADMINISTRATORS, MAY ACCESS, READ, SEARCH, EXPORT, AND RETAIN ALL MESSAGES, ATTACHMENTS, AND METADATA EXCHANGED (I) BETWEEN ITS PERSONNEL AND ANY CONTRACTOR USER SERVING IT, AND (II) AMONG CONTRACTOR USERS SERVING IT, WHERE THOSE MESSAGES ARE IN THE CLIENT'S WORKSPACE OR CONCERN THE CLIENT'S ENGAGEMENTS, DURING THE ENGAGEMENT AND THE APPLICABLE RETENTION PERIOD. EVERY CONTRACTOR USER CONSENTS TO THIS ACCESS.**

This access does not extend to a Contractor User's Messages with or about other Clients, or to its own account, identity, tax, or payment communications with Remote Leverage support. A Client may use Messages only to manage its Engagements, protect its information, and establish or defend its claims.

15.4 Consent of All Parties. **BY ACCEPTING THESE TERMS, AND BY SENDING OR RECEIVING A MESSAGE OR JOINING A CALL RECORDED AFTER NOTICE, EACH USER CONSENTS, AS A PARTY TO THE COMMUNICATION, TO ITS ACCESS, RECORDING, RETENTION, AND USE UNDER SECTION 15.2 AND SECTION 15.3, FOR PURPOSES OF EVERY FEDERAL, STATE, AND FOREIGN LAW GOVERNING THE INTERCEPTION, RECORDING, OR STORAGE OF COMMUNICATIONS. TO THE MAXIMUM EXTENT PERMITTED BY LAW, NO USER HAS AN EXPECTATION OF PRIVACY IN LEVE COMMUNICATIONS AS AGAINST REMOTE LEVERAGE OR THE APPLICABLE CLIENT.**

15.5 Recordings, Prohibited Content, and Retention. Calls with Remote Leverage personnel may be recorded after notice to all participants. Users must not send health information, identity documents, full account or card numbers, credentials, or Regulated Data through the Messaging Service except through designated secure channels, and Remote Leverage may delete such content. Messages are encrypted in transit and at rest but not end-to-end, are Leve Records, and are retained as described in the Privacy Agreement.

Section 16. Leve Records and Binding Requests

16.1 Leve Records; Every Action Is Logged. "Leve Records" means all logs and records generated by Leve, the Monitoring Tool, Payment Partners, and the electronic-signature provider, including logins, IP and device data, views, clicks, entries, downloads, invoices, approvals, rejections, Requests, submissions, changes to Engagements, payment instructions, uploads, Messages, signatures, acceptances, cancellations, and timestamps. EVERY ACTION OF EVERY USER ON LEVE IS RECORDED AND LOGGED. THIS INCLUDES EVERY LOGIN, VIEW, CLICK, ENTRY, UPLOAD, DOWNLOAD, MESSAGE, REQUEST, APPROVAL, REJECTION, INVOICE, PAYMENT INSTRUCTION, SIGNATURE,

ACCEPTANCE, CHANGE, AND CANCELLATION, TOGETHER WITH ITS DATE AND TIME, THE ACCOUNT USED, AND DEVICE AND IP INFORMATION. By using Leve, you acknowledge and agree to this recording and logging, which is handled as described in the Privacy Agreement.

16.2 Attribution and Binding Requests. **EVERY ACTION TAKEN THROUGH YOUR ACCOUNT, CREDENTIALS, SESSION, API KEY, OR AUTHORIZED USERS IS CONCLUSIVELY YOUR ACT. EVERY REQUEST, INCLUDING FOR A PAID SERVICE, AN ADDITIONAL PLACEMENT OR ENGAGEMENT, A REPLACEMENT, OR A CHANGE IN SCOPE, HOURS, RATE, OR SCHEDULE, IS A BINDING INSTRUCTION AND AN IRREVOCABLE OFFER WHEN LOGGED, IS ACCEPTED WHEN REMOTE LEVERAGE CONFIRMS IT OR BEGINS PERFORMANCE, AND FORMS A SERVICE ORDER FOR ANY FEES SHOWN WHETHER OR NOT YOU USE THE RESULT.** A Request may be withdrawn only through Leve's cancellation function before processing begins. Leve's authentication and logging procedures are a commercially reasonable security procedure for attributing electronic records and signatures under the E-SIGN Act and other applicable electronic transactions law.

16.3 No Repudiation. **YOU WAIVE ANY DEFENSE THAT YOU DID NOT MAKE, AUTHORIZE, INTEND, READ, OR UNDERSTAND AN ACTION RECORDED AS TAKEN THROUGH YOUR ACCOUNT, UNLESS YOU PROVE BY CLEAR AND CONVINCING EVIDENCE THAT IT RESULTED SOLELY FROM A SYSTEM ERROR OF REMOTE LEVERAGE OR FROM UNAUTHORIZED ACCESS, NOT CAUSED BY YOUR BREACH OF SECTION 7.4, THAT YOU REPORTED TO THE SUPPORT EMAIL PROMPTLY AFTER DISCOVERING IT.**

16.4 Evidentiary Effect. **LEVE RECORDS ARE CONCLUSIVE ABSENT MANIFEST ERROR, AND ARE IN ANY EVENT PRIMA FACIE EVIDENCE.**

You agree that Leve Records are business records made and kept in the regular course of business and, to the extent permitted by law, waive objections based on their electronic form or the best-evidence rule. Remote Leverage has no duty to retain or produce them except as law requires.

Section 17. Notices

17.1 Notices to You. Remote Leverage may give Notices by email to your Notice Email, through your Leve dashboard, by in-Leve message or banner, through the Messaging Service, by posting on Leve for general changes, or by SMS or text message under Section 17.5. **A NOTICE SENT TO YOUR NOTICE EMAIL OR POSTED TO YOUR DASHBOARD IS BINDING WHETHER OR NOT YOU OPEN OR READ IT. IT TAKES EFFECT ON THE DATE OF SENDING WHEN SENT BEFORE 5:00 P.M. ON A BUSINESS DAY IN YOUR RECORDED TIME ZONE, AND OTHERWISE ON THE FOLLOWING BUSINESS DAY, UNLESS THE SENDER RECEIVES AN AUTOMATED DELIVERY-FAILURE MESSAGE.**

17.2 Your Responsibilities. You are responsible for keeping your Notice Email current and monitored, subject to Section 7.6, and for spam filters and other issues on your side. Failure to read a Notice is not a defense. Delivery to any Account Administrator or Authorized User, or to the Client's Notice Email, is delivery to the Client. Leve Notices bind for all purposes, including invoices, dispute windows, deemed approvals, debits, fee changes, changes to these Terms, payment defaults, suspension, and termination.

17.3 Critical Notices. Notices of breach, termination, indemnification claims, legal process, and dispute initiation should be sent both through Leve and by email, but either channel alone is effective if the other is unavailable.

17.4 Single Contact Address for Remote Leverage. The Support Email is the only email address for contacting Remote Leverage, including for support, Notices to Remote Leverage, disputes, informal resolution and arbitration notices, copyright complaints, and security reports. Notices to Remote Leverage are effective only when sent through the Leve support function or to the Support Email. Requests about personal data may be made as set out in the Privacy Agreement. Messages to individual Remote Leverage personnel are not notice to Remote Leverage. Except for quotes accepted as a Service Order, messages from account managers, recruiters, or support staff are operational only and do not amend or waive these Terms; only a writing signed by an authorized officer of Remote Leverage can do so.

17.5 Electronic Communications; Language; Service of Process. You consent to receive all Notices, agreements, and records electronically under the E-SIGN Act and other applicable electronic transactions law. The English version of these Terms and of every Notice controls over any translation. To the extent permitted by law, you consent to service of process and arbitration demands by email to your Notice Email. By accepting these Terms, each User consents to receive tax forms and statements, including, without limitation, IRS Forms 1099,

electronically through Leve in PDF format. This consent covers every tax year until withdrawn. A User may request a paper copy, or withdraw consent, by Notice to the Support Email; a withdrawal applies to statements furnished after Remote Leverage processes it. Viewing these Terms in PDF format demonstrates that the User can access statements in that format. Remote Leverage will give Notice of any change to the hardware or software needed to access statements, and each User must keep its Notice Email current. If a User withdraws consent to electronic communications, Remote Leverage may end that User's access to Leve without affecting any amount owed. Each User that provides a mobile number consents, by accepting these Terms, to receive recurring text and RCS messages, including automated messages, from Remote Leverage about its Account and the Services; message frequency varies; message and data rates may apply; the User may opt out at any time by replying STOP, without affecting its Account or any Service; and the User is responsible for carrier charges. Promotional text messages are sent only to a User who opts in as the Privacy Agreement describes, and that opt-in is never a condition of any Service.

Section 18. User Responsibilities

18.1 All Users. Every User must: use Leve lawfully and for business purposes only; provide accurate information and never submit anything false or altered; keep its Account secure; comply with the Privacy Agreement and Section 31; respond fully within five (5) business days to Remote Leverage's requests for information or re-verification in any investigation, dispute, or chargeback; preserve relevant evidence; promptly report Prohibited Conduct, security incidents, and legal process; and treat others professionally.

18.2 Clients. Every Client must also: (a) be solely responsible for classifying and lawfully managing every Direct Contractor and hired Placement Candidate it engages, and comply with the COR MSA for COR Contractors; (b) approve work and charges, and make payments, only through Leve; (c) verify each Contractor User's and Placement Candidate's qualifications and fitness for the role before engaging them; (d) have a lawful basis for the personal data it shares; (e) fund amounts when due; (f) post only genuine and lawful opportunities; (g) make selection, pay, and termination decisions without unlawful discrimination; (h) not require unpaid work beyond a skills assessment of no more than two (2) hours; (i) control and remove Contractor User access to its systems and data; (j) comply with every law that applies to it, its use of Leve, and each Service, including labor, employment, classification, wage payment, tax, immigration, anti-discrimination, data protection, sanctions, and anti-corruption law; (k) amend, renew, extend, suspend, or end any agreement with a Contractor User or Placement Candidate only as that agreement and applicable law allow, give every notice that the agreement or the law requires, and record each amendment through Leve; (l) keep each such agreement current and compliant with applicable law; (m) never instruct or permit any Contractor User to act unlawfully; (n) maintain every record that law requires it to keep about the persons it engages; (o) obtain and keep every license, registration, and permit its business requires; (p) promptly notify Remote Leverage through Leve of any sanctions concern, any status as a government contractor or regulated entity, any change in a Contractor User's role or location, and any audit, investigation, or penalty relating to a person engaged through Leve; (q) not require any Contractor User to work on-site or travel without prior written consent recorded on Leve, and be solely responsible for all health, safety, injury, and immigration risks of any on-site work or travel; (r) obtain and keep any additional insurance that Remote Leverage reasonably requests for a particular risk; and (s) not make Leve or any Service available to its own customers or any third party without Remote Leverage's written consent, and be responsible for the acts and omissions of every person it allows to use Leve as if they were its own.

18.3 Placement Candidates. Every Placement Candidate must also: (a) keep its profile, credentials, work history, and location truthful; (b) attend every interview, assessment, and verification personally, without any substitute or undisclosed assistance; and (c) promptly withdraw from consideration through Leve if no longer available. A Placement Candidate that records a Video Introduction must record it personally, as a genuine and unaltered recording of its own face and voice, without artificial-intelligence generation or alteration, avatars, face or voice filters, lip-sync or voice-cloning tools, or another person's participation, and without showing other persons or confidential information.

18.4 Contractor Users. Every Contractor User must also: (a) keep its profile, credentials, and location truthful and attend every interview and verification personally; (b) disclose any change in its location in advance; (c) not share its Account or use any substitute or subcontractor without consent recorded on Leve; (d) comply with Section 14; (e) keep its tax forms current under Section 31.3; (f) maintain its own licenses, insurance, and equipment and

return any equipment provided to it; (g) keep Client and Remote Leverage information confidential and follow each Client's security and AI-tool policies; (h) disclose conflicts and overlapping engagements and never record time for two engagements at once; (i) give, through Leve, the notice its own contract requires before ending an Engagement; and (j) record time, submit Deliverables and Milestone completions, and invoice only through Leve, under the Payment Arrangement recorded for its Engagement.

18.5 Consequences. Each obligation in this Section is material. On any breach or reasonably suspected breach, Remote Leverage may take any action under Section 20.2.

Section 19. Prohibited Conduct

You must not, directly or indirectly, engage in any of the following ("Prohibited Conduct"):

(a) **Identity and accounts:** using fake, borrowed, or purchased identities; holding multiple or shared Accounts, or buying, selling, or renting Accounts; impersonating anyone; using deepfakes, voice cloning, or a substitute person in any interview, verification, Video Introduction, profile, or work; misrepresenting your location, including by VPN; or submitting false credentials or work history, or artificial-intelligence-generated or altered images, video, or audio presented as a genuine depiction of yourself.

(b) **Time and work fraud:** padding hours; using mouse jigglers, auto-clickers, or activity simulators; tampering with screenshots or Work-Verification Data; tracking time while idle or for two engagements at once; double-billing; outsourcing work or submitting others' work without disclosure, or submitting AI-generated work where the Client prohibits it; or abandoning an Engagement.

(c) **Payment abuse:** paying or seeking payment outside Leve for work that originated on or is administered through it; avoiding fees; initiating chargebacks or reversals; making payments not tied to genuine work or invoices; acting as a money transmitter or payment intermediary for others; using Leve to send money to anyone not engaged through Leve, to pre-fund balances, or to move funds unrelated to services; submitting fake or split invoices; laundering money; paying unverified persons; or making personal or consumer payments.

(d) **Circumvention:** sharing contact details to move off Leve; engaging Users outside Leve in breach of these Terms or any agreement with Remote Leverage, including through another employer of record, contractor of record, or staffing provider; or inducing any User to leave Remote Leverage.

(e) **Communications:** harassing, threatening, discriminating against, or bullying anyone; sending hate speech, sexual content, spam, phishing, or malicious links; sharing sensitive personal data in Messages; making knowingly false or defamatory statements; or abusing Remote Leverage personnel.

(f) **Illegal activity:** performing unlawful work; dealing with Sanctioned Persons; bribery; infringing intellectual property or misappropriating trade secrets; violating privacy; processing Regulated Data; providing unlicensed regulated professional services; gambling, adult, weapons, or controlled-substance work; securities or investment fraud; or anything that harms or exploits minors.

(g) **Client misuse:** acting inconsistently with the COR MSA; amending, extending, or ending any agreement with a Contractor User or Placement Candidate other than as that agreement and applicable law allow; instructing any Contractor User to do anything unlawful; charging any Contractor User or Placement Candidate a fee for access to work; posting fake jobs; harvesting Placement Candidate data; or making discriminatory or solely automated decisions with significant effects.

(h) **Technical abuse:** scraping, crawling, or mining data; using bots; reverse engineering; testing security without written permission; overloading Leve; introducing malware; bypassing access controls; misusing APIs; framing or mirroring Leve; using it to build or benchmark a competing product; using Leve outputs or data to train, fine-tune, distill, evaluate, or improve any artificial intelligence model; extracting model weights or system architecture; or accessing Leve if controlled by a competitor of Remote Leverage, or for competitive intelligence. Vulnerabilities reported promptly and in good faith to the Support Email, without accessing other Users' data, are not Prohibited Conduct.

(i) **Leve integrity:** posting fake or incentivized reviews; extorting reviews; bringing bad-faith complaints, disputes, refund demands, or guarantee claims; obstructing investigations; or destroying evidence.

(j) **Catch-all:** any other conduct that Remote Leverage determines, in good faith, harms or risks harm to Remote Leverage, Users, Payment Partners, or Leve, or exposes any of them to legal, financial, or reputational risk, for purposes of Section 20 only.

Nothing in these Terms restricts any individual's honest review of Remote Leverage, or any right to report possible violations of law to a government agency.

Section 20. Remote Leverage's Rights

20.1 Authority. **REMOTE LEVERAGE MAY, AT ANY TIME, IN ITS SOLE DISCRETION, WITH OR WITHOUT NOTICE (EXCEPT WHERE LAW OR A SIGNED AGREEMENT REQUIRES NOTICE), AND WITHOUT LIABILITY, TAKE ANY ACTION IN SECTION 20.2 ON ANY GROUND IN SECTION 20.3.**

20.2 Actions. Remote Leverage may: (a) review User data, Messages, Work-Verification Data, and Leve Records as the Privacy Agreement permits; (b) edit, redact, hide, de-rank, or remove any profile, content, review, or listing; (c) require re-verification; (d) limit features, payments, or Engagements; (e) hold, set off, or reverse funds under Section 10; (f) cancel or decline any Request or Engagement; (g) suspend a Contractor User's access to any Engagement on Leve and, in the Managed: Contractor of Record Services, remove a COR Contractor from a COR Engagement or offer a replacement; (h) issue warnings; (i) suspend or (j) terminate any Account or User; (k) ban Users and their associated persons, devices, IP addresses, and payment methods; (l) preserve data and cooperate with authorities and Payment Partners; (m) notify affected Users, such as telling a Client of a Contractor User's falsification or telling a Contractor User of a Client's funding failure; and (n) pursue every legal remedy.

20.3 Grounds. Each of the following is an independent ground: (a) breach or suspected breach of these Terms, the Privacy Agreement, or any other agreement with Remote Leverage; (b) Prohibited Conduct; (c) a legal, regulatory, fraud, security, Payment Partner, or reputational risk, unverifiable information, or inactivity for twelve (12) months; or (d) any reason or no reason, on Notice, with termination on this ground taking effect after the notice period in Section 28.2.

20.4 Signed Agreements. Where a signed agreement requires notice or a cure period before Remote Leverage ends it, Remote Leverage will observe that period for ending that agreement but may take any other action under Section 20.2 in the meantime.

20.5 Finality; No Duty. Remote Leverage's determinations are final for Leve purposes, and it need not give reasons unless law requires. Your sole remedy if you disagree is to stop using Leve, without prejudice to payment of amounts due for approved work, your rights under a signed agreement, or a claim of bad faith under Section 30. **THE EXISTENCE OR EXERCISE OF ANY REVIEW, VERIFICATION, OR ENFORCEMENT RIGHT CREATES NO DUTY TO MONITOR, DETECT, WARN, OR ACT, AND NO LIABILITY FOR NOT DOING SO.**

Section 21. User Content, Intellectual Property, and Reviews

21.1 Your Content. You keep ownership of your User Content and grant Remote Leverage and its affiliates a worldwide, non-exclusive, royalty-free, sublicensable license to host, use, adapt, display, and process it to operate, secure, improve, and market Leve, comply with law, and enforce these Terms, including showing Placement Candidate and Contractor User profiles and assessments to prospective Clients and displaying Marketplace Profiles in the Talent Marketplace, subject, for Video Introductions, to the Privacy Agreement. You warrant that you have the rights to grant this license and that your User Content is accurate and lawful.

21.2 Aggregated Data, Feedback, and Publicity. Remote Leverage may use de-identified and aggregated data for any lawful purpose described in the Privacy Agreement, and may use feedback without restriction. Remote Leverage may identify a Client by name and logo as a customer unless the Client opts out by Notice.

21.3 Reviews. Reviews must be honest and based on the reviewer's own experience. Remote Leverage may weight ratings by its own methods and may remove reviews that are knowingly false, defamatory, harassing, unlawful, incentivized, manipulated, off-topic, or that disclose confidential or personal information.

21.4 Remote Leverage Is Not the Publisher. Remote Leverage is not the publisher or speaker of information provided by Users, and its good-faith moderation of User Content does not make it the publisher or speaker of that content.

21.5 Leve Intellectual Property. Leve, the Templates, and Remote Leverage's methods, data compilations, software, and marks belong to Remote Leverage or its licensors. Remote Leverage grants you a limited, revocable, non-transferable, non-sublicensable license to use Leve for your internal business purposes while these Terms apply to you. No other license is granted, by implication or otherwise.

21.6 Work Product. Ownership of Work Product is governed by the Direct Contract for the Self Serve: Direct Pay Services (Section 11.12), by the COR MSA and the contractor's own agreement with Remote Leverage for the Managed: Contractor of Record Services, and by the Client's own arrangement with the hired Placement Candidate for the Recruitment Services. Except as stated in a signed agreement, Remote Leverage gives no warranty or indemnity for any Work Product.

21.7 Trade Secret Immunity Notice. Under the Defend Trade Secrets Act, an individual will not be held criminally or civilly liable under any federal or state trade secret law for disclosing a trade secret that is made in confidence to a federal, state, or local government official, directly or indirectly, or to an attorney, solely for the purpose of reporting or investigating a suspected violation of law, or that is made in a complaint or other document filed in a lawsuit or other proceeding, if that filing is made under seal. An individual who files a lawsuit for retaliation for reporting a suspected violation of law may disclose the trade secret to the individual's attorney and use it in the court proceeding if the individual files any document containing the trade secret under seal and does not disclose it except under court order.

21.8 Copyright Complaints. Notices of claimed infringement that meet the requirements of the Digital Millennium Copyright Act may be sent to Remote Leverage's designated copyright agent at the Support Email or by mail to the address in Section 31.6. Remote Leverage may remove or disable the material, notify the User, accept a counter-notice that meets the Act's requirements, and terminate the Accounts of repeat infringers.

Section 22. Confidentiality and Data Protection

Data protection, data security, and all processing of personal data through Leve are governed by the Privacy Agreement. In addition, each User must keep confidential, with at least reasonable care, and use only for using Leve and the Services, all non-public business information it receives through Leve ("Confidential Information"), including the identities, profiles, rates, and availability of Placement Candidates and Contractor Users, Remote Leverage's pricing, methods, and terms, and Leve's non-public code, APIs, architecture, workflows, interface, documentation, Templates, data compilations, and AI prompts and outputs, except information that is public, already known to it, independently developed, or rightfully received from a third party. A User compelled by law to disclose Confidential Information must, where lawful, give Remote Leverage prompt Notice and disclose only what is required. Each User must return or destroy Confidential Information on request, except copies law requires it to keep. Any breach may cause irreparable harm warranting injunctive relief.

Section 23. Third-Party Services

Leve relies on third parties, including the Monitoring Tool operator, Payment Partners, electronic-signature and identity-verification providers, video-conferencing and AI providers, and integrations a Client connects. Their own terms apply to your use of their services. **REMOTE LEVERAGE IS NOT RESPONSIBLE FOR ANY THIRD-PARTY SERVICE, INCLUDING ITS OUTAGES, ERRORS, HOLDS, DATA HANDLING, OR COMPLIANCE DECISIONS, EXCEPT TO THE EXTENT THE PRIVACY AGREEMENT OR A SIGNED AGREEMENT MAKES REMOTE LEVERAGE RESPONSIBLE FOR A SUBPROCESSOR IT ENGAGED.** Remote Leverage may add or replace any third-party provider at any time, as described in Section 8.3 and the Privacy Agreement. Where a Client connects a third-party account or integration, the Client appoints Remote Leverage as its limited agent to access that account, store the credentials, and import and export data as needed to operate the connection. The Client warrants it is authorized to make that appointment.

Section 24. Disclaimers

24.1 Scope of the Disclaimers. **EACH DISCLAIMER IN THIS SECTION APPLIES TO THE MAXIMUM EXTENT PERMITTED BY LAW AND TO EVERY THEORY OF LIABILITY, INCLUDING CONTRACT, TORT, NEGLIGENCE, NEGLIGENT HIRING, SELECTION, SCREENING, OR SUPERVISION, STRICT LIABILITY, AND STATUTE, AND IT EXPRESSLY APPLIES TO CLAIMS BASED ON THE ORDINARY NEGLIGENCE OF THE REMOTE LEVERAGE PARTIES. NOTHING IN THIS SECTION DISCLAIMS LIABILITY FOR THE FRAUD, GROSS NEGLIGENCE, OR INTENTIONAL MISCONDUCT OF A REMOTE LEVERAGE PARTY, LIABILITY THAT CANNOT LAWFULLY BE DISCLAIMED, OR AN OBLIGATION REMOTE LEVERAGE EXPRESSLY ACCEPTS IN A SIGNED AGREEMENT.**

24.2 As Is and As Available. **LEVE, ITS CONTENT, THE TEMPLATES, AND ALL SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE." EVERY WARRANTY, WHETHER EXPRESS, IMPLIED, OR STATUTORY, IS DISCLAIMED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, ACCURACY, AVAILABILITY, SECURITY, OR FREEDOM FROM ERRORS OR VIRUSES.**

24.3 Other Users. **REMOTE LEVERAGE IS NOT RESPONSIBLE FOR ANY PLACEMENT CANDIDATE'S OR CONTRACTOR USER'S IDENTITY (BEYOND THE VERIFICATION REMOTE LEVERAGE ACTUALLY PERFORMS), CREDENTIALS, BACKGROUND, OR CRIMINAL HISTORY; SKILLS, PERFORMANCE, WORK, OR RESULTS; COMMUNICATIONS OR CONDUCT ON OR OFF LEVE; NEGLIGENCE, FRAUD, THEFT, DATA BREACH, MISUSE OF CLIENT SYSTEMS, CONFIDENTIALITY BREACH, INFRINGEMENT, OR USE OF AI TOOLS; TAX OR LEGAL COMPLIANCE; INJURY TO PERSONS OR PROPERTY; OR ANY ILLEGAL OR CRIMINAL ACT. EACH CLIENT ASSUMES THESE RISKS AND IS RESPONSIBLE FOR PROTECTING ITS OWN SYSTEMS, FUNDS, AND DATA. REMOTE LEVERAGE IS ALSO NOT RESPONSIBLE FOR ANY CLIENT'S INSTRUCTIONS, PAYMENTS OR FAILURE TO PAY, TREATMENT OF ANY USER, OR THE LEGALITY OF ITS BUSINESS OR JOB POSTS, OR FOR THE CONDUCT, CONTENT, MESSAGES, REPRESENTATIONS, OR UNLAWFUL ACTS OF ANY USER OR THIRD PARTY. REMOTE LEVERAGE DOES NOT ENDORSE ANY USER, AND DEALINGS BETWEEN USERS ARE SOLELY BETWEEN THEM.**

24.4 Tools and Descriptions. **MATCHES, RANKINGS, SCORES, AI OUTPUTS, AND COMPLIANCE TOOLS ARE INFORMATIONAL ONLY. WORDS SUCH AS "VETTED," "PRE-SCREENED," "PRE-VETTED," "ENGLISH-FLUENT," AND "TOP 1%" DESCRIBE REMOTE LEVERAGE'S INTERNAL SOURCING PROCESS AND ARE NOT WARRANTIES OF ANY OUTCOME. YOU HAVE NOT RELIED ON ANY STATEMENT THAT IS NOT SET OUT IN THESE TERMS OR A SIGNED AGREEMENT.**

24.5 Payments, Security, and Outcomes. **REMOTE LEVERAGE IS NOT RESPONSIBLE FOR PAYMENT DELAYS, HOLDS, REJECTIONS, PAYMENT RAIL FAILURES, CURRENCY CONTROLS, OR EXCHANGE-RATE MOVEMENTS, EXCEPT FOR ITS OBLIGATIONS DESCRIBED IN SECTION 26.3(c) AND (d). NO SYSTEM IS COMPLETELY SECURE. REMOTE LEVERAGE DOES NOT GUARANTEE ANY HIRING OUTCOME, RETENTION, ENGAGEMENT CONTINUITY, VOLUME OF WORK, OR EARNINGS.**

Section 25. Assumption of Risk and Release

25.1 Assumption of Risk. **YOU KNOWINGLY AND VOLUNTARILY ASSUME ALL RISKS OF DEALING WITH OTHER USERS AND THIRD PARTIES THROUGH OR AS A RESULT OF LEVE.**

25.2 Release. **YOU RELEASE AND FOREVER DISCHARGE THE REMOTE LEVERAGE PARTIES FROM ALL CLAIMS, DEMANDS, AND DAMAGES, KNOWN OR UNKNOWN, SUSPECTED OR UNSUSPECTED, IN CONTRACT, TORT, STATUTE, OR OTHERWISE, ARISING OUT OF OR RELATING TO ANY DISPUTE WITH, OR ANY ACT OR OMISSION (INCLUDING ANY CRIMINAL OR FRAUDULENT ACT) OF, ANY OTHER USER OR THIRD PARTY. THIS RELEASE EXPRESSLY INCLUDES CLAIMS BASED ON THE ORDINARY NEGLIGENCE OF THE REMOTE LEVERAGE PARTIES, INCLUDING NEGLIGENT SOURCING, SCREENING, VERIFICATION, OR PRESENTATION OF ANY USER.**

25.3 Waiver of Unknown Claims. **YOU EXPRESSLY WAIVE THE BENEFIT OF ANY STATUTE, RULE, OR DOCTRINE OF ANY JURISDICTION THAT WOULD LIMIT A GENERAL RELEASE TO CLAIMS THAT ARE KNOWN OR SUSPECTED AT THE TIME OF THE RELEASE. YOU UNDERSTAND THAT FACTS MAY LATER BE DISCOVERED THAT ARE DIFFERENT FROM OR ADDITIONAL TO THOSE YOU NOW KNOW OR BELIEVE, AND YOU INTEND THE RELEASE IN SECTION 25.2 TO APPLY FULLY REGARDLESS.**

25.4 What Is Not Released. **THIS SECTION DOES NOT RELEASE ANY CLAIM FOR THE FRAUD, GROSS NEGLIGENCE, OR INTENTIONAL MISCONDUCT OF A REMOTE LEVERAGE PARTY, ANY CLAIM TO ENFORCE REMOTE LEVERAGE'S EXPRESS OBLIGATIONS UNDER THESE TERMS OR A SIGNED AGREEMENT, OR ANY CLAIM THAT CANNOT LAWFULLY BE RELEASED.**

Section 26. Limitation of Liability

26.1 Excluded Damages. **NO REMOTE LEVERAGE PARTY IS LIABLE FOR LOST PROFITS, LOST REVENUE, LOST DATA, LOSS OF GOODWILL OR BUSINESS OPPORTUNITY, OR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES, UNDER ANY THEORY, INCLUDING NEGLIGENCE, EVEN IF ADVISED OF THEIR POSSIBILITY.**

26.2 Cap. **THE TOTAL LIABILITY OF ALL REMOTE LEVERAGE PARTIES FOR ALL CLAIMS RELATING TO THESE TERMS, LEVE, OR THE SERVICES, UNDER ANY THEORY, INCLUDING NEGLIGENCE, WILL NOT EXCEED THE LESSER OF (A) THE FEES YOU PAID REMOTE LEVERAGE IN THE THREE (3) MONTHS BEFORE THE EVENT GIVING RISE TO THE FIRST CLAIM AND (B) FIVE THOUSAND U.S. DOLLARS (US$5,000), OR, IF YOU PAID NO FEES, ONE HUNDRED U.S. DOLLARS (US$100). SECTION 11.15 APPLIES TO THE SELF SERVE: DIRECT PAY SERVICES. THE LIMITATION OF LIABILITY IN THE COR MSA CONTROLS FOR CLAIMS WITHIN ITS SCOPE.**

26.3 Exceptions. The limits in this Section and in Section 11.15 do not apply to: (a) liability that cannot lawfully be limited; (b) the fraud, gross negligence, or intentional misconduct of a Remote Leverage Party; (c) in the Self Serve: Direct Pay Services, Remote Leverage's obligation to instruct Payment Partners to release funds they received for a payee, or to return to a Client funds they hold for it that are not owed to any payee, except that where a Payment Partner or bank causes the loss, Remote Leverage's sole obligation is to assign its rights against that party to the affected User; or (d) amounts Remote Leverage owes a COR Contractor under its own agreement with Remote Leverage.

26.4 User Liability; Basis of the Bargain. **NO USER'S LIABILITY IS CAPPED UNDER THESE TERMS. THE DISCLAIMERS, RELEASE, AND LIMITATIONS IN THESE TERMS ARE AN ESSENTIAL BASIS OF THE BARGAIN, THE FEES REFLECT THEM, AND REMOTE LEVERAGE WOULD NOT PROVIDE LEVE WITHOUT THEM.**

Section 27. Indemnification

27.1 User Indemnity. **EACH USER MUST DEFEND, INDEMNIFY, AND HOLD HARMLESS THE REMOTE LEVERAGE PARTIES FROM ALL CLAIMS, LOSSES, FINES, PENALTIES, TAXES, COSTS, AND ATTORNEYS' FEES ARISING FROM: ITS USE OF LEVE, CONDUCT, OR USER CONTENT; ITS BREACH OF THESE TERMS, THE PRIVACY AGREEMENT, OR ANY OTHER AGREEMENT WITH REMOTE LEVERAGE; ITS VIOLATION OF LAW; THE USERS IT DEALS WITH, TO THE EXTENT ARISING FROM ITS OWN ACTS OR INSTRUCTIONS; ITS DISPUTES WITH OTHER USERS; CLASSIFICATION OR TAX CLAIMS RELATING TO ANY PERSON IT ENGAGES (FOR THE MANAGED: CONTRACTOR OF RECORD SERVICES, AS ALLOCATED IN THE COR MSA); ITS CHARGEBACKS OR FUNDING FAILURES; ON-SITE WORK OR TRAVEL IT REQUIRES; DATA PROTECTION OR INTELLECTUAL PROPERTY CLAIMS ARISING FROM ITS DATA OR INSTRUCTIONS; LEGAL PROCESS DIRECTED TO REMOTE LEVERAGE ABOUT ITS MATTERS; AND ANY ASSERTION THAT A REMOTE LEVERAGE PARTY IS A PARTY TO, OR LIABLE UNDER, A RELATIONSHIP BETWEEN USERS. THIS INDEMNITY APPLIES EVEN TO LOSSES CAUSED IN WHOLE OR IN PART BY THE ORDINARY NEGLIGENCE OF A REMOTE LEVERAGE PARTY, BUT NOT TO THE EXTENT A LOSS IS FINALLY DETERMINED TO HAVE BEEN CAUSED BY THE FRAUD, GROSS NEGLIGENCE, OR INTENTIONAL MISCONDUCT OF A REMOTE LEVERAGE PARTY OR BY REMOTE LEVERAGE'S BREACH OF THESE TERMS.**

27.2 Procedure. These indemnities, including the indemnity in Section 11.14, are not capped and are in addition to any indemnity in another agreement with Remote Leverage, but they do not alter the allocation of classification risk in the COR MSA. Remote Leverage will give the indemnifying User Notice of the claim, and delay relieves the User only to the extent it is prejudiced. Remote Leverage may control the defense of any claim at the indemnifying User's cost, the User must cooperate, and no settlement may be made without Remote Leverage's written consent.

Section 28. Term, Suspension, and Termination

28.1 Term and Closure. These Terms apply while you have an Account or use Leve. You may close your Account by Notice after paying all amounts due and ending active Engagements under their terms and any applicable notice period.

28.2 Termination by Remote Leverage. Remote Leverage may terminate your Account for convenience on fourteen (14) days' Notice (or on Notice effective immediately if you have no active Engagement, pending payment, or signed agreement), and may suspend or terminate immediately on any ground in Section 20.3(a) to Section 20.3(c), subject to Section 20.4. Remote Leverage may also terminate immediately if a User becomes insolvent or ceases to do business. Closing a Client Account closes the accounts of all of its Authorized Users.

28.3 Effect. On termination, subject to holds and set-off: Section 11.16 governs Self Serve: Direct Pay Services funds; fees are not refunded; a Client may export its data for thirty (30) days, after which Remote Leverage may delete it subject to the retention periods in the Privacy Agreement, and data not exported in that period may be permanently lost; and accrued obligations survive. Section 2, Section 4, Section 6, Section 10 (as to accrued amounts), Section 11.14 to Section 11.16, Section 13.5, Section 13.6, Section 16, Section 19(d), Section 21 to Section 27, this subsection 28.3, Section 30, Section 31, and every other provision that by its nature should survive, survive termination.

Section 29. Changes to These Terms

29.1 How Changes Are Made. Remote Leverage may amend these Terms by giving Notice by email to your Notice Email or through your Leve dashboard. Each amendment takes effect on the date stated in the Notice. Continued use of Leve after that date is acceptance.

29.2 Advance Notice of Adverse Material Changes. Remote Leverage will give at least fifteen (15) days' advance Notice of any material change that is adverse to Users, except where law, a regulator, a Payment Partner requirement, or a security need requires the change to take effect sooner. If you do not accept a change, your remedy is to stop using Leve and close your Account before the change takes effect.

29.3 Prospective Effect Only. **EVERY AMENDMENT APPLIES ONLY PROSPECTIVELY. NO AMENDMENT APPLIES TO ANY DISPUTE OF WHICH NOTICE WAS GIVEN UNDER SECTION 30.2 BEFORE THE AMENDMENT TOOK EFFECT. CLAIMS ARISING FROM EVENTS BEFORE AN AMENDMENT TO SECTION 30 ARE GOVERNED BY THE VERSION OF SECTION 30 IN EFFECT WHEN THOSE EVENTS OCCURRED.**

Section 30. Dispute Resolution

THIS SECTION REQUIRES INDIVIDUAL ARBITRATION AND WAIVES JURY TRIALS AND CLASS ACTIONS.

30.1 Scope. Any dispute, claim, or controversy between you and any Remote Leverage Party arising out of or relating to these Terms, Leve, the Services, or your relationship with Remote Leverage (a "Dispute") is resolved under this Section, which is governed by the Federal Arbitration Act.

30.2 Informal Resolution and Mediation. Before starting arbitration or a court action, a party must send a written notice describing the Dispute and the relief sought, through the channels in Section 17 (for notices to Remote Leverage, the Support Email), and the parties must negotiate in good faith for thirty (30) days. If the Dispute is not resolved, the parties must then submit it to confidential mediation by videoconference administered by the American Arbitration Association ("AAA"). Each party bears its own costs of mediation, and the parties share equally the AAA mediation fees and the mediator's fees. No party may begin arbitration until the mediator declares an impasse or sixty (60) days have passed after the mediation request, whichever is earlier. Completing these steps

is a condition precedent to arbitration, and an arbitration begun without them will be stayed or dismissed without prejudice until they are completed. Any applicable limitation period is tolled while these steps are pending. This Section 30.2 does not apply to the actions described in Section 30.7.

30.3 Arbitration. The Dispute will be finally resolved by confidential, binding arbitration administered by the AAA under its Commercial Arbitration Rules (or its Consumer or Employment/Workplace Arbitration Rules where they mandatorily apply), before one arbitrator, in English, seated in Miami-Dade County, Florida. Hearings may be held by videoconference, and Users outside the United States need not travel. Judgment on the award may be entered in any court with jurisdiction. Each party pays the AAA filing, administrative, and arbitrator fees that the applicable AAA rules allocate to it, unless those rules or applicable law require otherwise, and Section 30.9 governs their recovery.

30.4 Delegation. The arbitrator decides all questions of arbitrability and of the scope, validity, and enforceability of this Section, except that a court decides the validity and effect of the class waiver in Section 30.5.

30.5 Class and Collective Action Waiver. **CLAIMS MAY BE BROUGHT ONLY IN AN INDIVIDUAL CAPACITY, AND NEVER AS A PLAINTIFF, REPRESENTATIVE, OR MEMBER OF A CLASS IN ANY CLASS, COLLECTIVE, CONSOLIDATED, OR REPRESENTATIVE PROCEEDING, AND THE ARBITRATOR MAY AWARD RELIEF ONLY TO THE INDIVIDUAL CLAIMANT.** If a court holds this waiver unenforceable for a claim, that claim proceeds only in the courts in Section 30.7, stayed until any individual arbitration ends.

30.6 Mass Filings. If twenty-five (25) or more similar demands are filed by or with the help of coordinated counsel, the AAA Mass Arbitration Supplementary Rules apply where available. Five (5) bellwether cases chosen by each side proceed first, the rest are held without fees accruing and with limitation periods tolled, the parties then mediate globally, and remaining cases proceed in batches of fifty (50) before one arbitrator for each batch, each decided individually.

30.7 Court Carve-Outs, Venue, and Jury Waiver. (a) Remote Leverage may bring in court, and not in arbitration or mediation, any claim to collect amounts invoiced or otherwise owed to it under these Terms or any Service Order, together with interest, collection costs, and attorneys' fees (a "Collection Action"). A Collection Action, and every defense, set-off, recoupment, and counterclaim arising out of the same invoices, Services, or transactions, is excluded from Sections 30.2 through 30.6, is not subject to arbitration, and may not be stayed pending, or compelled to, arbitration. A court, and not an arbitrator, decides whether a claim is a Collection Action, and Section 30.4 does not apply to that question. Remote Leverage may instead elect to bring a Collection Action in arbitration under Section 30.3. (b) Every Collection Action, and every other court proceeding that this Section 30 permits, must be brought exclusively in the United States District Court for the Southern District of Florida, Miami Division, where that court has jurisdiction, and otherwise in the state courts sitting in Miami-Dade County, Florida. Each User consents to the personal jurisdiction of those courts, waives any objection to venue or based on inconvenient forum, and agrees that process may be served as Section 17.5 provides. (c) Bringing a Collection Action does not waive either party's right to arbitrate any other Dispute. Except for Collection Actions, every Dispute, including any claim for injunctive or other equitable relief, is resolved only by arbitration under this Section 30, and no User may bring any claim in small claims court. (d) EACH PARTY KNOWINGLY AND VOLUNTARILY WAIVES TRIAL BY JURY IN ANY PROCEEDING RELATING TO THESE TERMS, LEVE, OR THE SERVICES.

30.8 Excluded Claims. Nothing in this Section requires arbitration of any claim that, under the Ending Forced Arbitration of Sexual Assault and Sexual Harassment Act, the person bringing it elects to bring in court, or of any other claim that federal law makes non-arbitrable. Nothing in this Section prevents any individual from filing a charge or complaint with a government agency.

30.9 Attorneys' Fees. The substantially prevailing party in any arbitration or court proceeding under this Section recovers its reasonable attorneys' fees and costs.

30.10 COR MSA. If you have signed the COR MSA and it contains its own governing law, forum, or arbitration terms, those terms govern Disputes relating to the COR MSA, and this Section governs all other Disputes.

Section 31. Governing Law, Sanctions, Taxes, and General Provisions

31.1 Governing Law. Florida law governs these Terms and all Disputes, without regard to conflict of laws rules. The parties exclude application of the United Nations Convention on Contracts for the International Sale of Goods.

31.2 Sanctions and Anti-Corruption. Each User represents that it, its owners and officers, and anyone it pays through Leve are not Sanctioned Persons, and that no payment will benefit a Sanctioned Person or a comprehensively sanctioned country or region. Each User must comply with the U.S. Foreign Corrupt Practices Act, the UK Bribery Act 2010, and all anti-money-laundering laws. Remote Leverage may block, hold, report, or refuse any transaction or User, and may restrict access to data by persons connected to countries of concern, as law requires or permits.

31.3 Taxes. Each User is responsible for its own taxes. Remote Leverage creates no permanent establishment for any User. Each payee must provide a valid IRS Form W-8BEN, W-8BEN-E, or W-9 (or local equivalent) before its first payout and keep it current; a valid form is a condition of every payout. Backup withholding applies where required, and Payment Partners may issue IRS Forms 1099-K where required. If Remote Leverage or a Payment Partner pays any tax, levy, or charge that a User owed, the User must repay it on demand.

31.4 Severability and Reformation. If any provision of these Terms, including any disclaimer, release, limitation, indemnity, waiver, or restrictive covenant, is held invalid or unenforceable in any respect, it will be narrowed and reformed to the minimum extent necessary to make it enforceable while preserving its intent as closely as possible, and the rest of these Terms remains in full force. Nothing in these Terms waives any right that applicable law, including the law of the place where you are located, makes non-waivable, and any provision that would do so is read down accordingly.

31.5 General. These Terms, together with the Privacy Agreement, the COR MSA (where signed), and any Service Order, are the entire agreement on their subject, and no User has relied on any other statement. You may not assign these Terms without Remote Leverage's written consent; Remote Leverage may assign them freely. Waivers must be in a writing signed by an authorized officer of Remote Leverage. Force majeure does not excuse payment obligations. The only third-party beneficiaries are the Remote Leverage Parties under Section 24 to Section 27 and Section 30. Remedies are cumulative, and equitable relief is available from the arbitrator without bond to the extent permitted by law. You must reimburse Remote Leverage's costs of responding to legal process about your matters.

31.6 Contact

Remote Leverage Inc., doing business as Remote Leverage, 1395 Brickell Avenue, Suite 800, Miami, Florida 33131. Email: legal@remoteleverage.com.