

Task4Pros
Online Employee Capacity Platform
TERMS AND CONDITIONS OF USE

The Task4Pros Program (“Task4Pros”) is a software program (the “Platform”) developed and administered by Techlogistics, and the software is licensed for the exclusive use of Task4Pros in the North American market, for “Task4ProsTask4Pros” to provide on-demand employees (“On-Demand Workers”) to companies requiring additional capacity on a short-term basis (“Capacity Users”).

1. Use of the Platform. By using the Platform, you agree to be bound by all Terms and Conditions of this Agreement (the “Agreement”), any employment agreements you enter into, and the rules and regulations of any worksite on which an On-Demand Worker performs services. Any questions, complaints, suggestions or comments you have with respect to this Agreement, as well as the use of the Platform may be sent to information@Task4Pros.com.
 - 1.1. Other Agreements. The service provided by On-Demand Workers is or may be subject to specific Licensing, terms of use, contracts and regulations. In the event of a conflict between such instruments and this document, the specific conditions shall prevail.
 - 1.2. Privacy Policy. The Privacy Policy as published August 1, 2023 is part of this Agreement.
2. Definitions
 - 2.1. **Task4Pros:** Web and mobile application developed and administered by Task4Pros for management and management of cargo loading and unloading, locating and connecting cargo transport companies with On-Demand Workers.
 - 2.2. **Application, or Platform (digital):** refers to both the Website and the Mobile Application, developed and managed by **Task4Pros**, unless expressly stated.
 - 2.3. **User:** every natural or legal person who accesses or uses the **Platform**. Unless expressly stated otherwise, the terms "you", "your" or "your" refer to the User.
 - 2.4. **Capacity Users (Companies / Shippers):** the Platform will provide the capability to post open positions to allow Users to access On-Demand Workers using criteria set forth in the Platform.
 - 2.5. **On-Demand Workers:** Individual employees seeking temporary placement using open positions posted in the Platform.
 - 2.6. **Shifts:** all open positions registered on the platform by the Capacity User to be filled by interested On-Demand Workers.
3. The Platform. The Platform provides information on demand for Shifts as posted by Capacity Users that are visible to On-Demand Workers using criteria listed in the Platform or provided by automated systems within the Platform, including geolocation information, rating systems, and other automated systems to match open Shifts with appropriate On-Demand Workers. Through the Platform, the On-Demand Worker can register for Shifts, and may also release real-time information about the work done for both the On-Demand Worker and the Capacity User. In addition, the platform has a real-time tracking system (via GPS and mobile network), to permit the monitoring of the logistics process, indicating the current position of freight.

4. Registering on the Platform. All communications and services will be performed through the Platform. In order to register, a User must provide true, accurate, current and complete personal data, as well as keep this information up-to-date on the Platform.
 - 4.1. Users may be asked to provide additional data to permit full use of the services. This information may include bank details (where applicable) and access to the geolocation system (GPS and mobile network).
 - 4.2. The personal data provided by you is that information that is strictly necessary for the Platform to identify you, contact you, comply with legal requirements, effect agreed charges provide better experiences, offer specific products for your taste and profile, and ensure your security, in accordance with our Privacy Policy. All data shared by You will be held securely by Task4Pros, in accordance with the terms set out in the Privacy Policy. By entering into this Agreement, you expressly authorize Task4Pros to share your platform usage information and registration data among the Users of the platform to provide and provide the best and most efficient experience and service.
 - 4.3. If you wish to cancel your registration on the Platform, you can do so at any time by logging into the platform with your username and password, accessing the "My Registration" section in the main menu of the Platform and then choosing the option "Remove Registration" just below your data. If you have difficulties, email - Information@Task4Pros.com.
 - 4.4. Cancellation of registration will result in loss of access to your data of use of the Platform. Cancellation will not extinguish or cancel any pending or open charges. Once you have closed your account on the Platform, we will store your data for any period required by law and will provide it to the authorities when requested.
5. Rules of Use. This Agreement may be updated without notice, you may always access the most recent terms and conditions in the Platform. Task4Pros recommends accessing the Platform periodically to ensure you have the most updated version of this Agreement.
 - 5.1. The use of the login and password are non-transferable and may only be assigned to one User per account; you further agree that you will respect all copyright, moral, material and related, as well as those owned, patented and marketing the content you have access to.
 - 5.2. You declare science and agree, that you may not: **(a)** create a user account where prohibited by the platform, regardless of the reason; **(b)** insert in the Platform of any type of content that is illegal or that is not directly related to the objectives or use of the Platform; **(c)** use the trademark, name, or any type of reference or data of the Platform for illicit purposes or that may, in any way, denigrate the company's image; **(d)** share your login and access password with third parties, even if authorized.
 - 5.3. The Platform reserves the right to refuse any registration request and to cancel a previously accepted registration, in its sole discretion and without notice, in the event of non-compliance with the rules of this document and the Privacy Policy, as well as in any circumstance that Task4Pros deems, in its sole judgment to be illegal or contrary to contractual provisions. In addition, in the event of such cancellation or refusal, there will be no compensation or reparation for the cancellation of any registrations or rejection of registration.
6. Evaluation and feedback services.
 - 6.1. Evaluations of Platform and Services. All reviews and evaluations of the Platform, Services, On-Demand Service Providers, and Capacity Users must be made within the Platform and will be subject to all rules and conditions set forth therein. Task4Pros reserves the sole right to delete or revise a review or evaluation if, after opportunity for investigation and input by both parties, Task4Pros determines a revision or deletion should be made.

- 6.2. Service Reviews. Users should provide evaluations and ratings via the tools made available after the completion of the service to permit accurate feedback to Capacity Users and On-Demand Workers. Users will be able to fill out and respond to forms containing more information about the Services after the completion of the provision of the Service. This information will only be available between the parties involved and to the platform's collaborators, as set out in the system.
 - 6.3. Review Averages. The average rating for each User will be available to other Platform Users to permit analysis and selection for other Users at the time of the pre-acceptance (verification stage and choice of services / professionals available for hiring).
 - 6.4. Suspensions. Users who have low evaluations and/or utilizations (such as repeated delays and unjustified cancellations), will be suspended and/or excluded from the Platform, at the sole discretion of Task4Pros after opportunity for investigation and input by both parties and will no longer be able to provide or request Shifts.
 - 6.5. Inappropriate Content. Users, employees of Task4Pros, or any other person who sees any offensive, illegal and/or unrelated content from the services provided by Task4Pros may make a request for verification and/or removal of content via e-mail: Information@Task4Pros.com.
7. Use by On-Demand Workers.
 - 7.1. After registration, the On-Demand Worker will have access to the list of Shifts available in his region, according to the information recorded by Capacity Users, which is updated in real time.
 - 7.2. The Platform will display available Shifts in an area that covers a predefined distance around the address provided by the On-Demand Worker at the time of registration. This area varies by region/city. Please refer to the Platform for your region's rules for up-to-date information.
 - 7.3. The service consists of four steps: Pre-accepted, Shift Selection, Post-Acceptance and Completion / Receipt of Values.
 - 7.3.1. **Pre-accepted**: the On-Demand Worker will have access, through the platform, to a list containing the available Shifts, in the terms above, which will contain basic information of location of the service, value, date and time of completion deadline, evaluation note (when available) and name of the Capacity User.
 - 7.3.2. **Shift selection**: after checking the list of available Shifts the On-Demand Worker can select one and request placement, at which time the Capacity User will receive a notification containing information of approximate distance, On-Demand Worker and evaluation scores (when available).
 - 7.3.3. **Post-acceptance**: the Capacity User may, at its sole discretion accept or refuse the On-Demand Worker for the Shift. In addition, the Capacity User may, based on the information registered in the system, request and accept the provision of services of more than one On-Demand Worker per Shift. At this time, additional data, including personal data, will be communicated between the parties.
 - 7.4. **Completion / receipt of values**: after the completion of the Shift, the On-Demand Worker must confirm this on the Platform and evaluate the Capacity User. The Capacity User must make the payment of the amounts registered in the Shift via the platform for the services provided.
8. Capacity Users.
 - 8.1. After registration, the Capacity User will have access to the list of On-Demand Workers available in his region, according to the information recorded by On-Demand Workers, which is updated in real time.

8.2. The region considered by the system is an area that covers a predefined distance around the address provided in description of the Shift. This area varies by region/city. Please refer to the Platform for your region's rules for up-to-date information.

8.3. The service consists of five stages: Shift Registration, Pre-accepted, Post-accepted On-Demand Worker Selection and Completion and Payment of Amounts.

8.3.1. **Shift registration:** the Capacity User must register the Shift offered, according to the form provided. Each Shift shall contain all information flagged as mandatory on the form and comply with the rules of this document and the legal provisions.

8.3.2. **Pre-accepted:** the Capacity User will have access, through the Platform, to a list containing the On-Demand Workers available, in the terms above, which will contain basic location information, evaluation note (when available), On-Demand Workers and photo (when available).

8.3.3. **On-Demand Worker selection:** after checking the list of On-Demand Workers available, the Capacity User can select one (or more, according to the information registered in the task), requesting the provision of the service, at which time the On-Demand Worker will receive a notification, containing information of approximate distance, Capacity User and notification of priority (when available).

8.3.4. **Post-accepted:** the On-Demand Worker may accept the Shift in his sole discretion. In addition, the Capacity User may, based on the information registered in the system, request and accept the provision of services of more than one On-Demand Worker per Shift. At this stage, additional data, including personal data, will be communicated between the parties.

8.3.5. **Conclusion and payment of amounts:** after the completion of the Shift, the Capacity User must confirm completion on the Platform and evaluate the On-Demand Worker. At this time the Capacity User must make the payment of the amounts registered in the Shift by authorizing the electronic payment via platform for the services provided.

8.4. **Assignment of Receivables:** Task4Pros may assign to third parties the amounts arising from the provision of services, through assignment of the document representing the credit, but remains solely liable to the On-Demand Worker for the services to be provided.

9. Cancellations /changes.

9.1. Changes and cancellations of Shifts, made by any of the parties involved, can only be affected before the post-acceptance step. In the event of any change in the contract between the parties, absent agreement, this will negatively impact the evaluations of the cancelling party. Repeated cancellations may result in suspension or exclusion from the Platform.

9.2. Cancelling parties may be responsible for the payment of fees, compensation or other amounts due under the contractual terms between the parties. Furthermore, the suspension and/or exclusion from the Platform also does not prevent any legal or extrajudicial action that may be taken.

9.3. For more information and/or clarification, please email: Information@Task4Pros.com.

10. General.

10.1. The use of the Platform is subject to update, clarification, and discontinuance at the sole discretion of Task4Pros. Task4Pros presumes you have access to and are using the latest version of the Platform and makes no representation or warranty that prior versions will be accessible. For more information and/or clarification, please send email: Information@Task4Pros.com.

- 10.2. By entering into this Agreement, you agree that you are the legitimate holder of the personal data entered in the Platform, which is solely responsible for the veracity and authenticity of all the data and information provided to the Platform.
- 10.3. This Agreement shall not be assignable by either party, except by Task4Pros to any subsidiary or affiliate of Task4Pros or to any successor in interest to Task4Pros' business.
- 10.4. The provisions of this Agreement shall be binding upon and inure to the benefit of the heirs, personal representatives, successors, and assigns of the parties.
- 10.5. By accepting the terms of the Agreement, the User acknowledges that he is solely and exclusively responsible for the use of the Platform, being responsible for the complete reading and acceptance of the rules of use, exempting Task4Pros and its partners from any liability for damages and losses arising from the misuse of this Platform. You additionally agree that all communication between Task4Pros and the Users, as well as between them, will be carried out through the tools made available on the platform and/or website.
- 10.6. By accepting these terms, the User acknowledges that he/she is solely and exclusively responsible for the use of the Platform, as well as for the services contracted / performed, being responsible for the complete reading and acceptance of the rules of participation, as well as for the payment and its criteria of use, exempting Task4Pros and its partners from any liability for damages and losses arising from the misuse of the Platform.
- 10.7. No waiver of any provision of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.
- 10.8. The accuracy and completeness of User information in the Platform is the full responsibility of the Users.
- 10.9. Users declare that they have all professional and legal records, permits, or licenses that allow them to offer and fulfill the Shifts for which they apply.
- 10.10. If any provision of this document is found to be unenforceable or invalid, that provision shall be invalidated in isolation and shall not meet the remainder of the provisions contained herein. In addition, it is informed that situations not foreseen in this document are subject to analysis and deliberation of the responsible team with the company Task4Pros, upon request.
- 10.11. This Agreement shall be subject to, construed and interpreted under the laws of the State of Tennessee without regard to its conflicts of laws provisions. The parties agree that the exclusive venue for any action relating to this Agreement shall be in a court of competent jurisdiction in Davidson County, Tennessee.

I have read and accept the terms and conditions of use and am over 18 years of age.

Signed: _____ **Date:** _____