



TERMS & CONDITIONS

THE LEGALS

PLEASE READ THE TERMS OF USE CAREFULLY BEFORE SIGNING UP TO BECOME A Fixt TECHNICIAN. BY SUBMITTING THE FORM, THE USER ("YOU") AGREE TO BECOME BOUND BY THE TERMS OF USE AND THE Fixt PRIVACY POLICY, WHICH ARE INCORPORATED BY REFERENCE. THESE TERMS OF USE APPLY TO ALL TECHNICIANS, INCLUDING USERS WHO ARE ALSO CONTRIBUTORS OF CONTENT, INFORMATION, AND OTHER MATERIALS OR SERVICES ON THE SITE. IF YOU DO NOT UNCONDITIONALLY AGREE TO ALL THE TERMS AND CONDITIONS OF THE TERMS OF USE, YOU DO NOT HAVE ANY RIGHT TO USE THE SERVICE OR THE SERVICES. Fixt's ACCEPTANCE IS EXPRESSLY CONDITIONED UPON YOUR ASSENT TO ALL THE TERMS AND CONDITIONS OF THIS AGREEMENT; YOUR CONTINUED USE OF OR ACCESS TO THE SERVICE AND/OR SERVICES SHALL BE DEEMED ACCEPTANCE OF THE TERMS OF USE.

ACCEPTANCE OF TERMS

The following terms and conditions govern all use of the Fixt Technician Application (the Site) and the services available on or facilitated by the Site (the Service). The Service is owned and operated by Asurvest Inc. (Fixt Inc). The Service is offered subject to acceptance without modification of all of the terms and conditions contained herein (the Terms of Use) and all other operating rules, policies and procedures that may be published from time to time on the Site by Fixt.

The Service is available only to individuals who are at least 18 years old or who are emancipated minors, or possess legal parental or guardian consent, and are fully able and competent to enter into the terms, conditions, obligations, affirmations, representations, and warranties set forth in these Terms of Use, and to abide by and comply with these Terms of Use. In any case the Site is not intended for children 13 or under. If you are 13 or under years of age, then please do not use the Site. Fixt may, in its sole discretion, refuse to offer the Service to any person or entity and change its eligibility criteria at any time.

Fixt reserves the right, at its sole discretion, to modify or replace any of the Terms of Use at any time, by posting the modified Terms of Use or other policies or guidelines on the Site, and if permitted to do so, sending you an email notifying you of the nature of the modifications and a link to the modified document on the Site so that you may review it. It is your responsibility to check the Terms of Use periodically for changes. Your continued use of the Service following the posting or notification of any changes to the Terms of Use constitutes your acceptance of those changes and your agreement to abide and be bound by the Terms of Use, as amended. If at any time you choose not to accept the Terms of Use, including following receipt of notification of any modifications hereto, then please do not use the Site or the Service.

PRICE

We will provide the price of the services for each opportunity we send. This price is final, and no modification or adjustment of the stated price may be made without the express written consent of Fixt. Repairs are not valid unless accepted in the Fixt Technician App by You and Fixt will not recognize your acceptance based on verbal orders. Your commencement of work on the services subject to each repair request shall be deemed an effective mode of acceptance of price offered and set by Fixt.

RULES AND CONDUCT

As a condition of use, you promise not to use the Service for any purpose that is prohibited by the Terms of Use. The Service (including, without limitation, any Content or User Submissions (both as defined below)) is provided only for your own personal use. For purposes of the Terms of Use, "Content" includes, without limitation, any video, audio, information, data, text, software, images, photographs, scripts, graphics, logos, interactive features, and other works of authorship in any form, medium or technology now known or later developed, which is generated, provided, or otherwise made accessible by Fict on or through the Service.

By way of example, and not as a limitation, you shall not (or permit others to) either (a) take any action or (b) upload, download, post, submit or otherwise distribute or facilitate distribution of any content using any communications service or other service available on or through the Service, that:

- infringes any patent, trademark, service mark, trade secret, copyright, right of privacy or publicity or other right of any other person or entity;
- includes video or a photograph of another person or an identifiable location that you have posted without that person's or the owner of such location's consent;
- is unlawful, threatening, abusive, harassing, defamatory, libelous, deceptive, fraudulent, invasive of another's privacy, tortious, obscene, offensive, sexually explicit or profane, depicts nudity, unlawful activities, death or violence, or encourages conduct that could constitute a criminal offense;
- constitutes unauthorized or unsolicited advertising, junk or bulk email ("spamming");
- involves commercial activities and/or sales without Fict's prior written consent such as contests, sweepstakes, barter, advertising, or pyramid schemes;
- advertises to, or solicits, any other user of the Service to buy or sell any products or services through the Service other than as incorporated in User Submissions which are otherwise in accordance with these Terms of Use;

- displays an advertisement, or accepts payment or anything of value from a third person in exchange for your performing any activity on or through the Service on behalf of that person, such as posting commercial content, or posting blogs or bulletins with a commercial purpose;
- contains software viruses or any other computer codes, files, or programs that are designed or intended to disrupt, damage, limit or interfere with the proper function of any software, hardware, or telecommunications equipment or to damage or obtain unauthorized access to any system, data or other information of Fixt Inc. or any third party; or
- impersonates any person or entity, including any employee or representative of Fixt

Additionally, you shall not:

- (i) take any action that imposes or may impose (as determined by Fixt in its sole discretion) an unreasonable or disproportionately small strain on Fixt's infrastructure;
- (ii) interfere or attempt to interfere with the proper working of the Service or any activities conducted on the Service; or
- (iii) bypass any measures Fixt may use to prevent or restrict access to the Service (or other accounts, computer systems or networks connected to the Service).
- (iv) self promote your services or business to Fixt customers
- (v) discuss payments terms or accept any form of payment from a Fixt customer

You shall not (directly or indirectly):

- (i) decipher, decompile, disassemble, reverse engineer or otherwise attempt to derive any source code or underlying ideas or algorithms of any part of the Service, except to the limited extent applicable laws specifically prohibit such restriction,
- (ii) modify, translate, or otherwise create derivative works of any part of the Service or as explicitly provided on the Site, or
- (iii) copy, rent, lease, distribute, or otherwise transfer any or the rights that you receive hereunder.

You shall abide by all applicable local, state, national and international laws and regulations.

REGISTRATION

In order to access some features of the Site, you will have to create an account. You must submit a valid email address and select a password during the registration process. You may never use another's account without permission. When creating your account, you must provide accurate and complete information. Failure to do so shall constitute a breach of the Terms of Use, which may result in immediate termination of your Fixt account.

You shall not:

- (i) select or use as a Fixt account name of another person with the intent to impersonate that person;
- (ii) use as a Fixt account name subject to any rights of a person other than you without appropriate authorization; or
- (iii) use as a Fixt account name that is otherwise offensive, vulgar or obscene.

Fixt reserves the right to refuse registration of, or cancel a Fixt account in its sole discretion. You are solely responsible for activity that occurs on your account and shall be responsible for maintaining the confidentiality of your Fixt password. You shall never use another user's account without such other user's express permission. You will immediately notify Fixt in writing of any unauthorized use of your account, or other account related security breach of which you are aware.

We make no guarantees that you or your business will receive repair opportunities after signing up for the Service.

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AFFILIATION

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WARRANTY DISCLAIMER

THE SERVICE IS PROVIDED "AS IS" AND "AS AVAILABLE" AND IS WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES IMPLIED BY ANY COURSE OF PERFORMANCE OR USAGE OF TRADE, ALL OF WHICH ARE EXPRESSLY DISCLAIMED. Fixt MAKES NO WARRANTIES OR REPRESENTATIONS ABOUT THE ACCURACY OR COMPLETENESS OF THE SITE'S CONTENT OR THE CONTENT OF ANY SITES LINKED TO THIS SITE AND ASSUMES NO LIABILITY OR RESPONSIBILITY FOR ANY

- (I) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT,
- (II) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO AND USE OF THE SERVICE,
- (III) CONSEQUENCES OF USING THE SITE OR YOUR EXPOSURE TO ANY CONTENT OR USER SUBMISSIONS ON THE SITE,
- (IV) UNAUTHORIZED DISCLOSURE OF IMAGE, INFORMATION OR DATA THAT RESULTS FROM THE UPLOAD, DOWNLOAD OR STORAGE OF USER SUBMISSIONS, OR

- (V) STATISTICS PROVIDED TO YOU OR OTHER USERS OF THE SERVICE INCLUDING BUT NOT LIMITED TO SITE ACTIVITY, SEARCH RESULTS, OR CONTENT VIEWS. Fixt IS NOT RESPONSIBLE FOR ANY SEARCH RESULTS OR RANKINGS OR THE ADDITION OF OR CHANGE TO ASSOCIATED METADATA OF CONTENT ON THE SITE.

Fixt, AND ITS DIRECTORS, EMPLOYEES, AGENTS, SUPPLIERS, PARTNERS AND CONTENT PROVIDERS DO NOT WARRANT THAT:

- (A) THE SERVICE WILL BE SECURE OR AVAILABLE AT ANY PARTICULAR TIME OR LOCATION;
- (B) ANY DEFECTS OR ERRORS WILL BE CORRECTED;
- (C) ANY CONTENT OR SOFTWARE AVAILABLE AT OR THROUGH THE SERVICE IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS;
- (D) THE SITE OR THE SERVICE WILL OPERATE IN COMBINATION WITH ANY OTHER HARDWARE, SOFTWARE, SYSTEM OR DATA, OR
- (E) THE RESULTS OF USING THE SERVICE WILL MEET YOUR REQUIREMENTS.

Fixt DOES NOT WARRANT, ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY PRODUCT OR SERVICE ADVERTISED OR OFFERED BY A THIRD PARTY THROUGH THE SERVICE OR ANY HYPERLINKED SITE OR FEATURED IN THE CONTENT OF THE SITE OR ANY BANNER OR OTHER ADVERTISING, AND Fixt WILL NOT BE A PARTY TO OR IN ANY WAY BE RESPONSIBLE FOR MONITORING ANY TRANSACTION BETWEEN YOU AND THIRD-PARTY PROVIDERS OF PRODUCTS OR SERVICES. AS WITH THE PURCHASE OF A PRODUCT OR SERVICE THROUGH ANY MEDIUM OR IN ANY ENVIRONMENT, YOU SHOULD USE YOUR BEST JUDGMENT AND EXERCISE CAUTION WHERE APPROPRIATE. YOUR USE OF THE SERVICE IS SOLELY AT YOUR OWN RISK.

90 DAY LIMITED WARRANTY

Fixt warrants all repairs and parts free of defects in materials and workmanship for a period of 90 days from the date of purchase. If the unit should malfunction, technicians must honor the Fixt warranty. The Fixt technician will go out to diagnose the repair immediately upon notice of defect. Upon examination by Fixt technician, if the unit is found to be defective it will be repaired or replaced at no charge. The Fixt warranty, however, does not apply to defects resulting from any action of the customer, including but not limited to mishandling, physical damage, water

damage, improper interfacing, operation outside of design limits, repair by someone other than Fixt, use of any other product other than Fixt products, or unauthorized modification. This warranty is VOID if the unit shows evidence of any misuse or mishandling, including but not limited to being tampered with (broken seal), being damaged as a result of excessive corrosion; or current, heat, moisture or vibration; improper specification; misapplication; abuse or other operating conditions outside of Fixt's control. Software warranty applies to factory restores, backups, unlocks, performed by Fixt. Warranty is VOID, however, if customer performs any software modifications not limited to restore, updating software on the device, downloading unauthorized or unapproved software, viruses, malware, spyware, or attempts to modify any software that has been installed by Fixt. Fixt reserves the right to VOID any warranty if any improper software installations or modifications have been made after the Fixt technician has left the customer. This warranty is non-transferable (for example this warranty does not apply to any purchaser who bought the product from a customer of Fixt, or a reseller or distributor not authorized by Fixt, including, but not limited to purchases from internet auction sites.

Manufacturer Warranties

You recognize that Fixt is an independent, third party repair company not affiliated with any original manufacturer or insurance company and that having your device repaired or worked on by Fixt may void any manufacturer warranty or ability to utilize insurance providers. Fixt is not responsible for any warranty that is considered void after repair services by Fixt have been rendered.

LIMITATION OF LIABILITY

IN NO EVENT SHALL Fixt, NOR ITS DIRECTORS, EMPLOYEES, AGENTS, PARTNERS, SUPPLIERS OR CONTENT PROVIDERS, BE LIABLE UNDER CONTRACT, TORT, STRICT LIABILITY, NEGLIGENCE OR ANY OTHER LEGAL THEORY WITH RESPECT TO THE SERVICE

- (I) FOR ANY LOST PROFITS OR SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER, SUBSTITUTE GOODS OR SERVICES ARISING FROM

- (A) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT, OR

- (B) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO THE SITE AND USE OF THE SERVICE,

- (II) FOR ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE (REGARDLESS OF THE SOURCE OF ORIGINATION), OR

- (III) FOR ANY DIRECT DAMAGES IN EXCESS OF (IN THE AGGREGATE) \$10 (U.S.).

SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS AND EXCLUSIONS MAY NOT APPLY TO YOU.

INDEMNIFICATION

You shall defend, indemnify, and hold harmless Fixt, its affiliates and each of its, and its affiliates' employees, contractors, directors, suppliers and representatives from all liabilities, claims, and expenses, including reasonable attorneys' fees and legal expenses, that arise from

- (i) your use or misuse of, or access to, the Service;
- (ii) your violation of the Terms of Use; or,
- (iii) the infringement by you, or any third party using your account, of any intellectual property, privacy, publicity or other right of any person or entity.

Fixt reserves the right to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will assist and cooperate with Fixt in asserting any available defenses. This obligation survives indefinitely the termination and/or expiration of these Terms of Use and/or your status as an Fixt User.

TERMINATION

Fixt may terminate the Service or your access to all or any part of the Service at any time, with or without cause, with or without notice, effective immediately. If you wish to terminate your account, contact us. All provisions of the Terms of Use that by their nature should survive termination shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity and limitations of liability.

NOTICE

Fixt may deliver notice to you by means of telephone call, e-mail, a general notice through the site, or by other reliable method to the address you have provided to Fixt.

DISPUTE RESOLUTION

A printed version of the Terms of Use and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to the Terms of Use to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. You and Fixt agree that any cause of action arising out of or related to the Service must commence within one (1) year after the cause of action arose; otherwise, such cause of action is permanently barred.

The Terms of Use shall be governed by and construed in accordance with the laws of the State of Maryland, excluding its conflicts of law rules, and all applicable federal laws. You expressly agree that the exclusive jurisdiction and venue for any claim or action arising out of or relating to the Terms of Use or your use of this Site or Services shall be only the state or federal courts located in Baltimore City, Maryland, and you

further agree and submit to the exercise of personal jurisdiction and venue of such courts for the purpose of litigating any such claim or action. Use of the Service is not authorized in any jurisdiction that does not give effect to all provisions of the Terms of Use, including without limitation, this section.

THIRD-PARTY LINKS

The Service may permit you to link to other websites or resources on the Internet, and other websites or resources may contain links to the Site. These other websites are not under Fixt's control, and you acknowledge that Fixt is not responsible or liable for the content, functions, accuracy, legality, appropriateness or any other aspect of such websites or resources. The inclusion of any such link does not imply endorsement by Fixt or any association with its operators. You further acknowledge and agree that Fixt shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with the use of or reliance on any such Content, goods or services available on or through any such website or resource.

MISCELLANEOUS

The Terms of Use are the entire agreement between you and Fixt with respect to the Service and use of this Site, and supersede all prior or contemporaneous communications and proposals (whether oral, written or electronic) between you and Fixt with respect to this Site or any other of the subject matter hereof. If any provision of the Terms of Use is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that the Terms of Use will otherwise remain in full force and effect and enforceable. No failure of Fixt or the Site to enforce any of its rights under these Terms of Use will act as a waiver of such rights. The Terms of Use are personal to you, and are not assignable, transferable or sublicensable by you except with Fixt's prior written consent. Fixt may assign, transfer or delegate any of its rights and obligations hereunder without consent. No agency, partnership, joint venture, or employment relationship is created as a result of the Terms of Use and neither party has any authority of any kind to bind the other in any respect. You acknowledge that you will be performing services as an Independent Contractor and not an employee of Fixt. In any action or proceeding to enforce rights under the Terms of Use, the prevailing party will be entitled to recover costs and attorney's' fees. All notices under the Terms of Use will be in writing and will be deemed to have been duly given when received, if personally delivered or sent by certified or registered mail, return receipt requested; when receipt is electronically confirmed, if transmitted by facsimile or e-mail; or the day after it is sent, if sent for next day delivery by recognized overnight delivery service.

ACKNOWLEDGMENT AND AUTHORIZATION FOR BACKGROUND CHECK

I hereby authorize the obtaining of “consumer reports” and/or “investigative consumer reports” by the Company at any time after receipt of this authorization and throughout my term as a contractor, if applicable. To this end, I hereby authorize, without reservation, any law enforcement agency, administrator, state or federal agency, institution, school or university (public or private), information service bureau, employer, or insurance company to furnish any and all background information requested by Checkr, Inc., 550 15th Street, Suite 27, San Francisco CA 94103, 844-824-3247, checkr.io. I understand that the results of this investigation may be used in decisions about my status as a contractor for Fixt, where legally permissible. I agree that a facsimile (“fax”), electronic or photographic copy of this Authorization shall be as valid as the original.

You will also receive a copy via e-mail of the following documents entitled A SUMMARY OF YOUR RIGHTS UNDER THE FAIR CREDIT REPORTING ACT and the DISCLOSURE AND AUTHORIZATION FOR BACKGROUND CHECK for your review and record keeping.

California applicants only: Under California Civil Code section 1786.22, you are entitled to find out what is in the CRA's le on you with proper identification, as follows:

In person, by visual inspection of your le during normal business hours and on reasonable notice. You also may request a copy of the information in person. The CRA may not charge you more than the actual copying costs for providing you with a copy of your le. A summary of all information contained in the CRA le on you that is required to be provided by the California Civil Code will be provided to you via telephone, if you have made a written request, with proper identification, for telephone disclosure, and the toll charge, if any, for the telephone call is prepaid by or charged directly to you.

By requesting a copy be sent to a specified addressee by certified mail. CRAs complying with requests for certified mailings shall not be liable for disclosures to third parties caused by mishandling of mail after such mailings leave the CRAs.

New York applicants only: Upon request, you will be informed whether or not a consumer report was requested by the Company, and if such report was requested, informed of the name and address of the consumer reporting agency that furnished the report. You have the right to inspect and receive a copy of any investigative consumer report requested by the Company by contacting the consumer reporting agency identified above directly. By signing below, you acknowledge receipt of Article 23-A of the New York Correction Law.

Washington State applicants only: You also have the right to request from the consumer reporting agency a written summary of your rights and remedies under the Washington Fair Credit Reporting Act.

"Proper Identification" includes documents such as a valid driver's license, social security account number, military identification card, and credit cards. Only if you cannot identify yourself with such information may the CRA require additional information concerning your employment as a contractor and personal or family history in order to verify your identity. The CRA will provide trained personnel to explain any information furnished to you and will provide a written explanation of any coded information contained in les maintained on you. This written explanation will be provided whenever a le is provided to you for visual inspection. You may be accompanied by one other person of your choosing, who must furnish reasonable identification. An CRA may require you to furnish a written statement granting permission to the CRA to discuss your le in such person's presence.