

TERMS OF SERVICE

I. Introductory Provisions

1. The company **EXTRA SERVICES USA LLC, North Scenic Highway 1144, Lake Wales, FL 33853 US** (hereinafter referred to as the "**Company**"), hereby issues these Terms of Service (hereinafter referred to as the "**Terms**").
2. The Company operates the online Platform within the scope of its commercial and business activities.
3. The contact details of the Company are as follows:
 - Postal address: **North Scenic Highway 1144, Lake Wales, FL 33853 US**
 - Email: info@extra-services.com
4. The Company owns and operates the internet portal accessible via the website <https://extra-services.com> (hereinafter referred to as the "**Platform**"). The Company, as the operator of the Platform, is exclusively responsible for the operation of the Platform and the digital application located thereon.
5. The Platform enables the collection and display of job inquiries from customers (hereinafter referred to as the "**Customer**") who request services (hereinafter referred to as an "**Inquiry**") offered by service providers. The Company also allows the registration of service providers (hereinafter referred to as the "**Provider**" or "**Contractor**") on the Platform who are interested in accepting the submitted Inquiries, offering their services to the Customer, and performing them.
6. The acceptance or claiming of an Inquiry by the Provider creates a direct contractual relationship between the Customer and the Provider for the performance of the service. The Company is not an employer, an employment agency, nor a party to the contract between the Customer and the Provider.
7. The Company merely provides a digital space for selection and communication between the Customer and the Provider. The Company shall not be liable in any way for the outcome of such communication or the achievement of any result of the service accepted or provided. The Company will forward the assignment details to the Customer once an Inquiry is claimed by a Provider. The Company does not promote any specific Providers or their services. It is the sole responsibility of the Platform Users to correctly understand the legal relationship that has arisen between them and to comply with all legal obligations imposed by law on such relationships. The Company does not control, supervise, or monitor the proper performance of the legal obligations of its Users.
8. The Company shall not be liable for the proper or timely execution of the Inquiry, nor for the content, quality, and accuracy of any of the submitted Inquiries. All potential deficiencies, claims (including rights arising from defective performance), and other disputes that may arise in connection with the use of the Platform by its Users (Customer/ Provider) shall be resolved exclusively between the Users themselves. The Company shall not be liable for non-payment for a completed Inquiry or for the consequences of any unlawful actions by any Users.

9. The availability and proper functioning of the Platform depend on several factors, some of which are beyond the Company's control. Therefore, the Company warns that the Platform may occasionally be unavailable and access to it may be impeded, without this being considered a defect or fault on the part of the Company. The Company shall not be held responsible for any platform outages, impaired availability, functionality, system security breaches, or loss or corruption of User data.
10. Users of the Platform are required to provide accurate, current, and truthful information during registration and use of the services. The Company is not responsible for the accuracy or timeliness of the data entered by Customers or Providers.
11. The content, related products, and services published on the Platform are available only to persons of legal age who are legally authorized to enter into binding contracts and agreements.
12. The Company reserves the right to modify the Platform, its Digital Content, and Digital Content Services as it deems necessary or appropriate to improve quality, efficiency, or performance, or to comply with applicable US laws, without affecting its liability to any User.

II. Terms of Use of the Platform by the Customer

1. The Customer may publish their Inquiries on the Platform free of charge and without registration. The Inquiry must contain accurate contact details, and the description of the requested service must be filled out truthfully and responsibly. The Inquiry form must not be misused for the hidden purpose of promoting the Customer's own goods or services.
2. To use the functions of the Platform, the Customer must enter their Inquiries truthfully, providing up-to-date information, including valid contact details.
3. Upon the claiming or acceptance of an Inquiry by a Provider, the Customer will be immediately notified via text message (SMS) containing information about the Provider who has accepted the Inquiry and is interested in offering their services.
4. The Customer retains the right to reject the Provider's offer or service at any time without any consequence or penalty.
5. The Customer shall pay directly to the specific Provider for the execution of the Inquiry, and the Provider shall bear all warranties and liabilities arising from the performance of the work.
6. The Company shall be entitled to prevent or restrict access to the Platform, or cancel and suspend any activities of the Customer without further liability if:
 - The Company receives an order from a court, law enforcement, or public authority imposing such an obligation;
 - The Company concludes that the Customer is abusing the Platform for unauthorized personal benefit or to undermine the trustworthiness of the Platform;
 - The Customer violates these Terms, uses the Platform for a purpose not authorized by the Company, or engages in fraudulent or illegal activities.

III. Terms of Provider Registration and Use of the Platform

1. To use the professional functions of the Platform, the Provider must register and create a User account to access their digital interface. When creating an account, the Provider must provide all requested information accurately and truthfully. In the event of any changes, the Provider is required to update the entered data without undue delay. Furthermore, the Provider is obliged to keep their login credentials confidential and protect them from unauthorized access by third parties. If there is any suspicion that the login data has been stolen or misused, the Provider must take immediate action and change their credentials. Upon registration, each Provider will be granted access to the central database of Customer Inquiries.
2. The Company reserves the right to refuse or disapprove any Provider registration at its sole discretion.
3. The Company is entitled to block or restrict access to the Platform, or cancel and suspend the User's account without further liability or any liability for damages if:
 - The Company receives a binding order from a court or public authority imposing this obligation;
 - The Provider violates these Terms, uses the Platform for a purpose not authorized by the Company, or engages in fraudulent or illegal activities;
 - The Provider does not log into or use their User account for a period exceeding one year.
4. The Provider may choose a free registration tier, where no upfront entry fee is paid, and the Provider pays for each claimed Inquiry according to the current Price List. Alternatively, the Provider can choose a paid registration package, through which the Provider receives ten prepaid Inquiries and subsequently pays for each additional Inquiry claimed according to the current price list. By registering on the Platform, the Provider confirms that they have thoroughly read and accepted the Company's current price list and these Terms.
5. The Provider is entitled to cancel their contract concluded with the Company via the Platform within 14 days without giving any reason, but only on the condition that they have not yet claimed or booked any Inquiry from the database.
6. Each Provider is required to pay for each claimed Inquiry that they choose to accept from the central database on the Platform, according to the valid Price List for the selected region/state. Payments to the Company as the Platform operator are processed electronically via a preloaded Digital Wallet with a minimum top-up amount of **USD 160** and a maximum reload amount of **USD 2,000**. Upon the first recharge of the Wallet, the amount deposited by the Provider will be boosted by a 100% credit bonus. An electronic receipt/invoice will be issued immediately for each completed transaction.
7. Funds deposited or credited as a bonus into the Digital Wallet can only be used for claiming Inquiries and cannot be refunded or claimed back.
8. The Provider is required to pay the booking fee for each claimed Inquiry, even if the actual execution of the service does not take place for any reason beyond the Company's control.

9. The Provider is strictly required to comply with all local, state, and federal laws and regulations of the jurisdiction in the United States where the service or services are being provided.
10. The Provider is prohibited from allowing third parties to access or use their designated User account.
11. The Provider shall transparently inform each Customer that they operate as an independent contractor and are not a Franchisee of the Company, unless they hold a specific franchise license.
12. The Provider may offer their Services up to a maximum price cap set by the Company, which is determined based on the specific US state in which the Provider operates. The Provider is, therefore, required to familiarize itself with these regional maximum price lists.

IV. Other Obligations of the Provider

1. The Provider is required to contact the Customer who submitted the Inquiry within three (3) hours of claiming the Inquiry from the central database.
2. All contractual arrangements regarding the final price of the service, including the direct financial settlement and payment methods, are the sole responsibility of the Platform Users. The Provider shall be solely responsible for fulfilling all legal, tax, and invoicing obligations regarding the issuance of receipts for the completed work.
3. The Provider is required to comply with all safety, licensing, and professional requirements arising from the legal regulations governing the services provided, and must be properly equipped and insured to perform them. They are required to execute the services with professional due diligence, reliably, and to the best of their professional ability.

V. User Content

1. Information regarding the description of the requested services, photos, text, and other materials representing the Customer's User Content may be published on the Platform by Customers. The Company shall not be held responsible for any User Content. By uploading User Content to the Platform, the Customer declares and warrants that they are fully authorized to do so and that the publication or subsequent use of such content will not violate third-party intellectual property rights or applicable laws.
2. The Company maintains a passive and neutral position regarding User Content. This means the Company does not systematically screen, monitor, or actively search for facts indicating that the content is unlawful. On its own initiative, the Company reserves the right to conduct voluntary reviews or take measures to detect, remove, or restrict access to illegal content. The Company will also take necessary enforcement actions to comply with legal requirements or administrative orders, but assumes no responsibility for the accuracy, legality, or truthfulness of User Content.
3. The Customer is strictly prohibited from uploading to the Platform or disseminating through it any content that is illegal, defamatory, infringes upon third-party rights, or violates these Terms.

VI. Other Terms of Use of the Platform

1. It is strictly prohibited to use the Platform in any manner or to an extent not expressly permitted by these Terms. In particular, it is prohibited to:
 - Submit false, deceptive, or fictitious inquiries (e.g., inquiries using stolen identities or fake contact details);
 - Engage in any activity that places an unreasonable infrastructure load on the Platform or may damage, disable, block, or disrupt its operation;
 - Circumvent or violate the Platform's security and authentication measures, or access the Platform using credentials other than your own valid account;
 - Attack the Platform, including introducing malware (computer viruses, Trojan horses, ransomware, etc.) or any other malicious code designed to disrupt, damage, or gain unauthorized access to computers, software, or networks;
 - Publish false, fraudulent, or intentionally misleading information on the Platform;
 - Cause harassment, damage, or treat other Users with impropriety;
 - Use the Platform for competitive analysis, or for developing, providing, or operating a competing service or product;
 - Use the Platform in a manner that violates intellectual property rights, privacy rights, or federal, state, or local laws.
2. Each User of the Platform is responsible for ensuring that they have the legal right to transmit relevant data to the Company via the Platform, and that the processing of such data by the Company does not infringe upon the rights of third parties, including privacy, publicity, or intellectual property rights.

VII. Final Provisions

1. If any provision of these Terms is found to be invalid, illegal, or unenforceable by a court of competent jurisdiction, the remaining provisions of these Terms shall remain in full force and effect.
2. Communication with the Company is conducted primarily through electronic means via email. If any communication requires written form, an email with a standard electronic signature shall satisfy this requirement.
3. The Company processes personal data in accordance with applicable data privacy laws, including the **California Consumer Privacy Act (CCPA)**, as amended by the **California Privacy Rights Act (CPRA)**, and other applicable US state comprehensive privacy laws, as well as cross-border data transfer regulations where applicable. Full information on the processing of personal data is available in our Privacy Policy.
4. The provisions of these Terms form an integral part of the contract concluded between the Company and the Provider. The legal relationship between the Company and the Users under these Terms shall be governed by, and construed in accordance with, the laws of the Florida, without regard to its conflict of laws principles. Any legal action or proceeding

arising under these Terms shall be brought exclusively in the courts of competent jurisdiction located in the Florida.

5. The Company reserves the right to amend, update, or modify these Terms at any time. Such modifications shall not affect the accrued rights and obligations that arose during the validity period of the previous version of the Terms.

These Terms of Service shall become effective on **March 1, 2024**.