

1ZOOSPI.COM™ MOBILE SERVICE PROVIDER “MSP” TERMS OF USE

Introduction and Acceptance of Terms

Zoospi.com provides a service to customers and building contractors (“Mobile Service Providers” or “MSPs”) by providing a forum (referred to hereinafter “the Service”) for customers to locate, schedule and pay for a contractor’s services subject to the following Terms of Use (“TOU”). By using the Service in any way, you are agreeing to comply with all of the TOU set forth below. In addition, when using any Zoospi service, or accessing information from the Zoospi website, you agree to abide by all then applicable posted guidelines and courtesy rules, which may change from time to time. Before you can access or use Zoospi’s services, you must read and accept all of the terms and conditions in this TOU.

If you object to any term or condition of the TOU, or any subsequent modifications of the TOU, your only recourse is to discontinue use of Zoospi.com.

Modifications to this Agreement

Zoospi reserves the right to modify, add to or delete from these terms and conditions at any time, and at our sole discretion. Such modifications shall become effective immediately upon the posting thereof. You must review this agreement on a regular basis to keep yourself apprised of any changes.

Information Presented on Zoospi.com

You understand that all information contained on Zoospi.com (“Content”), including but not limited to contractor availability, ability, suitability, licensing status, insurance status and/or the identity or abilities of specific individuals associated with a MSP are the sole responsibility of the person from whom such Content originated, and that Zoospi neither reviews, investigates nor attempts in any other way to determine the accuracy or truthfulness of the content and representations. You acknowledge that Zoospi does not solicit, pre-screen or approve specific MSPs or customers that post on the Service, but that Zoospi may, at its sole discretion, block access to any MSP or customer that violates the letter or spirit of the TOU for any reason.

You hereby agree and understand that you are solely responsible for all Content you post on the Service, including information regarding licensing, bonding, insurance and any or all statements of qualification. You further agree and understand that it is the responsibility of each Zoospi user to independently evaluate and determine whether to proceed with work that is processed through Zoospi. You understand that Zoospi has made no attempt to verify the existence of any of the conditions named above, has not investigated the MSP or customer, and that Zoospi’s sole purpose is to assist customers and MSPs to coordinate service and payment.

Dealings Among Zoospi Users and the Service

You agree that Zoospi shall not be responsible or liable for any loss or damage incurred as a result of any dealings with any person that you come into contact with through the Service. If

there is a dispute between you and other user of the site, or between users and any third party, you understand and agree that Zoospi has no obligation to become involved in that dispute in any manner. In the event that you have a dispute with one or more other users, including any customer, MSP, employees of the MSP, owners, supervisors or any other individual associated with any MSP, you hereby release Zoospi, and Roospi, Inc., its officers, employees, agents and successors in rights from claims, demands and damages (actual and consequential) of every kind or nature, known or unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way related to such disputes and/or the Service. If you are a California resident, you waive California Civil Code Section 1542, which states: "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which, if known by him, must have materially affected his settlement with the debtor."

Taxes, Reporting and Legal Responsibilities

Each Member is solely responsible for satisfying any income tax, VAT, payroll tax, payroll withholding, sales and use tax, governmental reporting and other legal requirements under applicable law, including without limitation those applicable to the purchase and sale of Services from and by independent contractors.

Transactions Involving Zoospi Customers

By using the Service, you understand and agree to the following:

You will promptly respond to any requests for service received through the Zoospi service.

Zoospi is not responsible for any booking requests that are not genuine requests for service, nor for any criminal activity that occurs as the result of any party's use of the Zoospi.com site or Service. You understand that Zoospi does not investigate, screen or attempt to qualify in any way any customers which request services through Zoospi.

In order to facilitate communications with Zoospi customers, you will obtain and maintain at your own expense equipment that is capable of receiving text messages.

That you are solely responsible for ensuring that your then current text message service and contact information is registered with Zoospi.com.

If Zoospi terminates or suspends your use of the Service at any time, any and all Calendars or appointments can be cleared at the sole discretion of Zoospi management.

Dealings with Individuals Working With You

By using the Service, you understand and agree to the following:

You are responsible for the proper amount of tax withholding on all money you receive from Zoospi.

You are responsible for all payment and/or withholding, income, disability or any other taxes or payments required by law applicable to yourself, or any individuals working on your behalf, either directly or indirectly – e.g., employees, independent contractors or others – imposed by any state or federal government which applies to your operations.

You are responsible for ensuring that you, and any individuals working on your behalf, either directly or indirectly – e.g., employees, independent contractors or others – comply with any and all laws, rules and regulations in the state in which you are operating which apply to contractors.

You are responsible for ensuring that you, and any individuals working on your behalf, either directly or indirectly – e.g., employees, independent contractors or others – comply with any and all of the TOU contained herein.

Zoospi.com is not, and will not, be responsible for ensuring payment of any individuals, including yourself, working for you or on your behalf.

Billing and Payment Terms

By using the Zoospi service, you understand and agree to the following:

You agree to use Zoospi service to bill the customer for all work which you perform as a result of customer that contact you directly or indirectly through the Zoospi service

You agree to accept payment from Zoospi once per calendar month, no earlier than at the end of the month in which payment is received by Zoospi, for all customer payments submitted to Zoospi on your behalf. Payments will be made through U.S. Mail or an independent courier. Upon agreement in writing by you and Zoospi, payments will be made electronically by Zoospi to an agreed upon account.

That Zoospi is responsible only for ensuring that payments made to Zoospi are transmitted to you, that Zoospi.com is not responsible for ensuring that payments are made by the customer, and that you are solely responsible for securing payments in those instances in which a customer does not submit all or any portion of a payment to Zoospi.

That Zoospi is not responsible for stolen payments.

If a customer submits payment(s) which are subsequently dishonored, stopped or reversed, you agree to allow Zoospi to deduct the amount of the dishonored payment, plus any bank or credit charges, from that month's or subsequent payments, and you understand that you will be responsible for ensuring payment by the customer as set forth above. If payments from customers in the subsequent month are insufficient to cover such charges, you understand and

agree that you will be responsible for payment to Zoospi of the full amount of the dishonored payments and bank or credit charges described herein.

You agree to pay Zoospi a credit card processing fee. The credit card fee will be based on Zoospi's then existing credit card processing fee schedule for all work which you do as a result of your use of the Zoospi service which is paid to Zoospi by use of a credit card, and you understand that the fee will be deducted from the monthly payments collected by Zoospi. Zoospi reserves the right to modify its credit card processing schedule at any time and at its sole discretion. Such modifications shall become effective 30 days after the posting thereof. You must review this agreement on a regular basis to keep yourself apprised of any changes. If you object to a change in the credit card processing fee schedule, your only recourse is to discontinue use of the Zoospi Service.

Credit Card Processing Fee Schedule

Zoospi's credit card processing fees are MSP is based on a sliding scale that is calculated each calendar month, and is based on the amount of money paid by credit card to Zoospi for that MSP in each calendar month. Zoospi's current credit card processing fee schedule is as follows:

- 2.9% if the amount processed per month is less than \$3,000 per month.
- 2.5% if the amount processed per month is between \$3,000 and \$10,000
- 2.2% if the amount processed per month is more than \$10,000.

Conduct

You agree not to post, email or otherwise make available to Zoospi users, MSPs or customers any material:

that is unlawful, harmful, threatening, abusive, harassing, defamatory, libelous, invades another's privacy, or is harmful to minors in any way;

that contains or links to any material containing viruses, spyware, malware or any other technologies that may harm Zoospi, the Zoospi Service, or the interests or property of Zoospi users;

that impersonates any person or entity, including but not limited to a Zoospi employee, or falsely states or otherwise misrepresents your affiliation with any person or entity;

that is false, deceptive, misleading, deceitful, or constitutes "bait and switch";

Additionally, you agree not to:

Contact anyone who has asked not to be contacted;

Stalk or otherwise harass anyone;

Collect personal data about other users or MSPs for unlawful purposes;

Copy, modify or distribute content from the Service or Zoospi websites;

Use automated means, including spiders, robots, crawlers data mining tools, or the like to download data from the Service unless expressly permitted, in writing, by Zoospi;

Information Disclosure

Your use of the Service signifies acknowledgment and agreement that Zoospi may preserve or disclose information that you disclose to Zoospi if required to do so by law or in the good faith belief that such disclosure is reasonably necessary to respond to subpoenas, court orders, or other legal process. You further agree that Zoospi may disclose information about its users, including information that you disclose to Zoospi, as reasonably necessary to comply with legal process, enforce the TOU, respond to claims that information posted on or provided to the Service violates the rights of third parties, or to protect the rights, property or personal safety of the Service, its users or the general public.

No Spam Policy

You understand and agree that sending unsolicited email advertisements to Zoospi users or through Zoospi computer systems is expressly prohibited by these TOU, and will use or cause to be used servers located in California. Any unauthorized use of Zoospi computer systems may be a violation of the TOU as well as federal and state laws, including without, but not limited to, the Computer Fraud and Abuse Act (18 U.S.C. §1030, et seq.), California Penal Code §502 and/or California Business and Professions Code §17538.45, and that such violations may subject the sender and/or its agents to civil and criminal penalties.

Access to the Service

Zoospi grants you a limited, revocable, nonexclusive license to access the Service for use by yourself and your own business. This license does not include any collection, aggregation, copying, duplication, display or derivative use of the Service or any information contained therein, nor use of any data mining, robots, spiders or similar data gathering and extractions tools for any purpose unless expressly permitted in writing by Zoospi. A limited exception is provided to general purpose internet search engines and non-commercial public archives that use such tools to gather information for the sole purpose of displaying hyperlinks to the Service, using an easily identifiable agent. "General purpose internet search engine" does not include any website or search engine or related service that specializes in classified listings, contractor listings or referrals, or which is in the business of providing classified ad listing services.

Termination of Access and Account

You agree that Zoospi, in its sole discretion, has the right to delete or deactivate your account, block e-mail to your IP address through the Service, or otherwise terminate your access or use of the Service immediately and without notice, and remove any or all content within the Service's

site, for any reason, including without limitation if Zoospi believes that you have acted inconsistently with the letter or spirit of any or all of the TOU contained herein. You agree that Zoospi shall not be liable to you or any third party arising out of termination of your access to the Service or as a result of Zoospi blocking access to you through the Service. Further, you agree not to attempt to use the Service after such termination.

Limitations on Liability

ZOOSPI IS NOT INVOLVED IN THE ACTUAL TRANSACTIONS BETWEEN USERS, CUSTOMERS AND/OR MSPs. WE HAVE NO CONTROL OVER AND DO NOT GUARANTEE THE QUALITY, SAFETY OR LEGALITY OF SERVICES OR PRODUCTS OFFERED BY MSPs, THE TRUTH OR ACCURACY OF LISTINGS, THE ABILITY OF MSPs TO COMPETENTLY OR OTHERWISE PROVIDE THE SERVICES OR THE ABILITY OF USERS TO PAY FOR SERVICES, THAT AN MSP WILL ACTUALLY APPEAR AT A GIVEN TIME OR SATISFY AN AGREED UPON TRANSACTION.

UNDER NO CIRCUMSTANCES SHALL ZOOSPI OR ROOSPI BE LIABLE FOR DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES (EVEN IF ZOOSPI HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM, OR ARISING OUT OF, ANY ASPECT OF YOUR USE OF THE ZOOSPI WEBSITE, REGARDLESS OF WHETHER THE DAMAGES ARISE FROM USE OR MISUSE OF THE SERVICE, THE INTERRUPTION, SUSPENSION, MODIFICATION, ALTERATION, OR TERMINATION OF THE ZOOSPI WEBSITE, OR ANY RELATED SERVICE.

ZOOSPI ALSO WILL NOT BE RESPONSIBLE FOR DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES (EVEN IF ZOOSPI HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), INCURRED BY REASON OF SERVICES OR PRODUCTS DISCOVERED THROUGH, RECEIVED THROUGH, ADVERTISED ON, REFERRED BY, OR OTHERWISE ASSOCIATED WITH THE SERVICE, OR ANY LINKS ON THE ZOOSPI WEBSITE, AS WELL AS BY REASON OF ANY INFORMATION, ADVICE, RECOMMENDATIONS OR SUGGESTIONS RECEIVED THROUGH, ADVERTISED ON, OR ORIGINATING FROM ANY ENTITY REFERRED BY, OR CONNECTED IN ANY WAY TO ZOOSPI OR THE SERVICE, INCLUDING BUT NOT LIMITED TO DAMAGES RESULTING FROM CRIMINAL ACTIVITIES BY MSPs, CUSTOMERS, OR OTHER INDIVIDUALS OR ENTITIES THAT YOU COME INTO CONTACT WITH THROUGH THE ZOOSPI SERVICE.

THESE LIMITATIONS SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY THE LAW. THIS LIMITATION SHALL ALSO APPLY TO ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES (EVEN IF ZOOSPI HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), THAT ARE IN ANY WAY DUE TO THE ACTIONS OR INACTIONS OF ANY THIRD PARTY PROVIDER THAT YOU CAME INTO CONTACT WITH, EITHER DIRECTLY OR INDIRECTLY, THROUGH THE ZOOSPI WEBSITE OR SERVICE. In some jurisdictions,

limitations on liability are not permitted. In such jurisdictions, some of the foregoing limitations may not apply to you.

Release

If you have a dispute with another user or MSP, you release Zoospi and the Service, including any directors, agents, subsidiaries, joint venturers and employees from claims, demands and damages, including actual and/or consequential damages, arising out of or in any way connected with such disputes. If you are a California resident, you waive the protections of California Civil Code §1542 which states: “A general release does not extend to the claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known to him must have materially affected his settlement with the debtor.”

No Agency

No agency, partnership, joint venture, employee-employer or franchiser-franchisee relationship exists between Zoospi, any user and/or any MSP, or is intended or created by this TOU agreement.

Notices

Except as explicitly stated otherwise, Zoospi may give you legal notice by mail to the address provided during the registration process. In such case, notice shall be deemed given three days after the mailing. Legal notices must be served upon Zoospi’s agent for services of process as designated with the California Secretary of State.

Abuse of Zoospi or the Service

Without limiting its remedies, Zoospi may limit, suspend or terminate the Service, prohibit access to the Service or website, and take technical and legal steps to keep users off the Site if Zoospi, in its sole discretion, believes that the user is creating problems, creating legal the possibility of legal liability for Zoospi or the Service, or acting inconsistently with the letter or spirit of Zoospi’s policies.

Zoospi Courtesy Rules

You agree to abide by the following courtesy rules, the violation of which may result in termination of your rights to use the Service:

§ You will be paged every time a customer attempts to book you. You agree to promptly respond to pages within the time you identify in your profile, regardless of the date of the booking requested. Failure to confirm a booking releases the customer from the proposed booking.

§ You will not maliciously compete with other Zoospi members. Such competition includes, but is not limited to, placing your service hub on a map or specific day to compete with another Zoospi member.

§ Set prices firmly and fairly.

§ Do not set your Distance Discount proximity range so widely that you cannot meet the target time for your appointments. Timeliness, or lack thereof, reflects on all Zoospi service providers.

§ Do not set your locations/service hubs on the same calendar day so far apart that you cannot make your appointments in either location.

§ Request your customers to provide their reviews of your service on Zoospi.

§ Use Zoospi bumper stickers on your service vehicles, and put Zoospi.com on your business cards and flyers so that you and other Zoospi members collectively benefit from the advertising efforts of all of the Zoospi members.

§ Do not put service hubs or fake crews on your calendar for the sole purpose of showing up on the map more frequently. Service hubs should reflect your true availability for service.

§ Do not identify yourself on the map as “idle” if you cannot provide service on the same day.

Cancellation of Zoospi.com Service

Zoospi reserves the right to cancel the account(s) of any user or MSPs which are inactive for a period which Zoospi determines, in its sole discretion, to be excessive. Zoospi also further reserves the right to cancel service in its sole discretion if it determines that there insufficient booking activity by an MSP, or that there has been a violation of the Zoospi Courtesy Rules stated herein.

Licensing

Zoospi is not licensed as a contractor, and does not act as a broker or agent in any transaction or agreements arising out of the use of the Zoospi website. Zoospi does not act as an agent for you or any other user.

Proprietary Rights

The Service, including each and every component part of the Service are protected to the maximum extent permitted by copyright laws and international treaties. Content displayed on or through the Service is protected by copyright laws and international conventions as a collective work and/or compilation. Any reproduction, modification, creation of derivative work, or redistribution or retransmission of any portion of the site and/or copying or reproducing the sites

or any portion to is prohibited with the express, prior, written consent of Zoospi. You further agree not to reproduce, duplicate or copy content from the Service without the express , prior written consent of Zoospi, and agreed to abide by any and all copyright notices displayed on the Service. You may not decompile, disassemble, reverse engineer or otherwise attempt to discover any source code contained in the Service. Without limiting the foregoing, you agree not to reproduce, duplicate, copy, sell, resell or exploit for any commercial purposes, any aspect of the Service.

Disclaimer of Warranties

YOU AGREE THAT USE OF THE ZOOSPI SITE AND SERVICE IS ENTIRELY AT YOUR OWN RISK. THE ZOOSPI SITE AND SERVICE ARE PROVIDED ON AN “AS IS” OR “AS AVAILABLE” BASIS, WITHOUT ANY WARRANTIES OF ANY KIND. ALL EXPRESS AND IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT OF PROPRIETARY RIGHTS ARE EXPRESSLY DISCLAIMED TO THE FULLEST EXTENT PERMITTED BY LAW. ZOOSPI AND THE SERVICE ALSO DISCLAIMS TO THE FULLEST EXTENT PERMITTED BY LAW, ANY WARRANTIES AS TO THE SECURITY, RELIABILITY, TIMELINESS, ACCURACY AND/OR PERFORMANCE OF THE ZOOSPI SITE AND SERVICE. ZOOSPI ALSO DISCLAIMS, TO THE FULLEST EXTENT PERMITTED BY LAW ANY WARRANTIES OR OTHER SERVICES OR GOODS RECEIVED AS A RESULT OF USE OF THE ZOOSPI SITE OR SERVICE, OR ACCESSED THROUGH LINKS ON THE ZOOSPI SITE OR SERVICE. TO THE FULLEST EXTENT PERMITTED BY LAW, ZOOSPI ALSO DISCLAIMS ANY WARRANTIES FOR VIRUSES OR OTHER HARMFUL COMPONENTS IN CONNECTION WITH THE ZOOSPI SITE OR THE SERVICE. Some jurisdictions do not allow the disclaimer of implied warranties. In such jurisdictions, some of the disclaimers described above may not apply to you as they related to implied warranties.

Indemnity

You agree to indemnify and hold Zoospi, Roospi, its officers, subsidiaries, affiliates, successors, assigns, directors, officers, agents service providers, suppliers and employees harmless from any claim or demand, including claims for attorneys fees and court costs, made by any third party due to or arising out of information posted by you on the Service, arising out of your use of the Service, or resulting from actions of other Zoospi Service users with whom you transact, your violation of the TOU, your breach of any of the representations and warranties herein, or your violation of any rights of another.

Jurisdiction

All claims you bring against Zoospi, Roospi, or the Service must be resolved in accordance with the TOU. The TOU and the relationship between you and Zoospi shall be governed by the laws of the State of California without regard to the conflict of laws provisions of California or any other State in which you access or use the Service. You and Zoospi agree to submit to the personal and exclusive jurisdictions of the courts located within the County of Santa Clara,

California. All claims filed or brought contrary to this section shall be considered improperly filed. Should you file a claim contrary to this Section, Zoospi may recover attorneys fees and costs up to \$1,000, provided that Zoospi has notified you in writing of the improperly filed claim, and you have failed to promptly withdraw the claim.

Privacy Policy

The TOU incorporates in full Zoospi's privacy policy.

General Information

The TOU, including any agreements explicitly incorporated in writing, constitutes the entire agreement between you and Zoospi and governs your use of the service, superseding any prior agreements between you and Zoospi. The failure of Zoospi to exercise or enforce any rights or provisions of the TOU shall not constitute a waiver of that right or provision. If any provision of the TOU is found to be invalid by a court of competent jurisdiction, the parties agree that the court should endeavor to give effect to the parties intentions as reflected in that provision and/or the TOU, and all other provisions of the TOU shall remain in full force and effect. You agree that regardless of any statute or law to the contrary, and claim or cause of action arising out of or related to your use of the services must be filed within one (1) year after such claim or cause of action arose or be forever barred.

The section titles in these TOU are solely used for the convenience of the parties and have no contractual or legal significance.

Amendment of Agreement

Zoospi may amend these TOU at any time by posting the amended terms on this Site. Except as otherwise stated, all amended terms shall be automatically effective 30 days after they are initially posted. This Agreement may not be otherwise amended except in a writing signed by you and Zoospi. This Agreement sets forth the entire understanding and agreement between you and Zoospi with respect to the subject matter hereof.

UPDATED: NOVEMBER 11, 2008