

# PropJump Terms of Service

**Welcome to PropJump!** These Terms of Service (“Terms”) govern your access to and use of PropJump, an online marketplace that connects commercial property managers and owners (“Clients”) with service providers and vendors (“Service Providers”). By accessing or using PropJump, you agree to these Terms and enter a binding agreement with PropJump (referred to as “we,” “us,” or “our”). If you do not agree to any part of these Terms, please do not use the PropJump platform.

## 1. User Eligibility and Account Registration

- **Eligibility Requirements:** You must be at least 18 years old (or the age of legal majority in your jurisdiction) and capable of forming binding contracts to use PropJump. By using our platform, you represent and warrant that you meet this age and capacity requirement. We do not permit use by individuals under 18.
- **Account Creation:** To access certain features, you will need to create a PropJump account. You agree to provide truthful, accurate, and current information during registration and to update it if it changes. Providing false information or impersonating another person is a breach of these Terms. We reserve the right to approve or reject account registrations in our sole discretion.
- **Account Security:** You are responsible for maintaining the confidentiality of your account login credentials. **Do not share** your password with anyone. You are solely responsible for all activities that occur under your account, whether or not authorized by you. If you discover any unauthorized use of your account or security breach, you must notify PropJump immediately. We are not liable for any loss or damage arising from your failure to secure your account.
- **One Account Rule:** Each user should register only one account unless we explicitly approve multiple accounts. You may not transfer or sell your account to another party without our consent.
- **Account Profile:** When creating your profile (whether as a Service Provider or Client), you agree to provide complete and accurate information. Service Providers should only list services they are qualified to perform, and Clients should accurately describe their property and service needs. Misrepresentation of your identity, qualifications, or services is strictly prohibited.

## 2. Roles and Responsibilities of Users

PropJump facilitates interactions between two main user groups: **Service Providers (Vendors)** and **Property Managers/Owners (Clients)**. While all users must follow PropJump's general guidelines, certain responsibilities apply uniquely to each role:

**Service Providers (Vendors):** As a Service Provider offering services on PropJump, you agree to:

- **Qualifications and Compliance:** Ensure you have the necessary skills, licenses, permits, and insurance required to perform the services you offer. You are an independent professional, **not an employee of PropJump or the Client**. It is your responsibility to comply with all laws and regulations in providing your services (e.g. professional licensing, safety codes, employment and tax laws). PropJump does not supervise or direct your work and is not involved in your work arrangements.
- **Accurate Listings:** Provide truthful and detailed information about your services, experience, pricing, and availability. Do not misrepresent your qualifications, offer services you cannot competently perform, or list content that is fraudulent or illegal. You are solely responsible for the content you post and for fulfilling the services you agree to perform.
- **Professional Conduct:** Perform services in a professional, timely, and quality manner. Communicate promptly with Clients, show up as scheduled, and complete the job as agreed. Treat Clients and their property with respect, and comply with any reasonable rules or requirements at the Client's premises (e.g. security or safety protocols).
- **Financial Obligations:** You are responsible for establishing the terms of payment for your services with the Client (through PropJump's platform or as agreed). You assume all liability for reporting and paying any applicable taxes on income earned. PropJump does not withhold taxes or provide insurance for you; you must manage your own business expenses and insurance needs.
- **Independence:** You understand and agree that you are an independent contractor in relation to both PropJump and the Client. **No employment, partnership, or agency relationship** is created between you and PropJump or you and the Client by using our platform. You cannot represent that you are an agent or employee of PropJump, and you may not commit PropJump to any obligations. Clients may not require you to work exclusively for them, and you remain free to offer your services to others (including competitors of the Client) outside the PropJump platform.

**Property Managers and Owners (Clients):** As a Client seeking services on PropJump, you agree to:

- **Legitimate Use and Authority:** Only request services for properties and projects that you own, manage, or have authority over. You will provide accurate, thorough information about the job requirements, location, timing, and any relevant conditions or restrictions when posting a request. Do not request any service that is illegal or against any property rules or regulations.
- **Fair Hiring Practices:** You will treat Service Providers professionally and without discrimination. You agree to evaluate Service Providers based on their qualifications, experience, and reviews, and not on any inappropriate basis (such as race, religion, gender, etc.). All hiring and project details should be handled through PropJump's platform when possible, and you should not mislead providers about the scope or terms of a job.
- **Payment for Services:** Ensure that you have the budget and authorization to pay for any services you book. When you engage a Service Provider, you agree to pay the agreed-upon amount for completed services in a timely manner, pursuant to whatever payment schedule is arranged. If using PropJump's payment tools, you will adhere to the payment terms below. Failing to pay for services received is a serious violation of these Terms.
- **Safe and Legal Environment:** Provide a safe environment for Service Providers who perform work on-site at your property. You must ensure the work conditions comply with applicable health and safety laws. If a Service Provider will be coming to your location, you are responsible for maintaining adequate insurance (if required) and for supervising or securing the premises as needed. You also agree to obtain any necessary permissions (for example, building permits or landlord consent) for the work to be done.
- **Contractual Relationship with Provider:** You acknowledge that any service agreement formed with a Service Provider is **solely between you and that provider**. PropJump is **not a party to your contracts** with Service Providers and does not guarantee any particular outcome of the services. You assume responsibility for determining whether a Service Provider should be classified as an independent contractor or otherwise for your purposes, and for complying with any legal obligations toward the Service Provider (such as tax reporting or worker's compensation if applicable). PropJump **disclaims any liability** for your determination of the Service Provider's status or for any employment-related claims between you and a Service Provider.

**All Users (General Responsibilities):** All PropJump users, whether Providers or Clients, agree to use the platform in good faith and to refrain from any behavior that harms the integrity of the marketplace. You must not engage in fraud, harassment, theft, or any unlawful activities in connection with PropJump. You also agree not to circumvent PropJump's platform for the purpose of avoiding fees or engaging in prohibited conduct (for example, soliciting or accepting

a service engagement you discovered on PropJump *off* the platform in order to avoid any PropJump fees). If PropJump has implemented a payment or booking system, users should honor those processes rather than seeking off-platform transactions without PropJump's consent.

## 3. Marketplace Usage Guidelines

To ensure a reliable and respectful marketplace, all users must adhere to the following usage guidelines when interacting on PropJump:

### 3.1 Service Listings by Providers

- **Quality of Listings:** Service Providers should create listings or profiles that clearly describe the services offered, rates, qualifications, and service areas. All information must be truthful and not misleading. Do not include irrelevant keywords, fake reviews or endorsements, or any content that you do not have the right to use. PropJump does not guarantee the accuracy or quality of any listings – that responsibility lies with the Service Provider.
- **Prohibited Services:** You may only offer services that are legal and appropriate for a professional marketplace. You must not list any services that involve illegal activity, violate any third-party rights, or that PropJump otherwise deems inappropriate. PropJump reserves the right to remove or modify any listing that violates these guidelines or any applicable laws.
- **Updating and Removing Listings:** Keep your service information up-to-date. If your availability changes or you no longer wish to offer a particular service, promptly update or remove your listing. You should only list services that you are ready and able to perform. PropJump may, in its discretion, hide or remove listings that appear to be inactive, outdated, or in violation of our Terms.

### 3.2 Job Requests and Booking by Clients

- **Posting Requests:** When requesting a service (posting a job), Clients must provide a clear and detailed description of the needed work, the location, desired timing, and any special requirements. This helps Service Providers decide if they can meet your needs. Do not post hypothetical, duplicate, or non-serious requests. Ensure that your request complies with all relevant laws (for instance, don't solicit unlicensed work where a license is required).
- **Selecting a Provider:** Clients are free to choose a Service Provider among those who respond or are available, and should do so based on merit and suitability. PropJump **does not guarantee** that any Service Provider will accept your request or that every

project can be fulfilled. We also do not guarantee the qualifications or performance of any Service Provider; **users must exercise their own judgment** when entering into agreements.

- **Booking Agreements:** Once you agree to terms with a Service Provider (such as scope of work, price, schedule), that agreement is binding between you and the Provider. We recommend confirming the key terms through PropJump's messaging or booking features for record-keeping. If PropJump provides a booking confirmation system, both parties should honor the confirmed booking or formally cancel through the platform if necessary. Last-minute cancellations or no-shows by either party may result in account actions or fees according to our policies.
- **No Circumvention:** If a Client finds a Service Provider through PropJump, the Client agrees not to intentionally circumvent PropJump by hiring that Service Provider outside of PropJump for the initial project. (We understand ongoing relationships may continue off-platform, but initial matches from PropJump should be handled through PropJump.) This ensures the integrity of the marketplace and proper handling of any applicable fees.

### 3.3 Communication and Messaging

- **Platform Messaging:** We encourage all users to communicate through PropJump's messaging system before and during a project. This helps protect both parties by creating a record of what has been agreed. Users should respond to messages and inquiries in a timely and professional manner.
- **Respectful Conduct:** All communications on PropJump must be respectful and lawful. **Harassment, hate speech, or abuse is strictly forbidden.** Do not send messages that are obscene, defamatory, threatening, or that contain slurs or personal attacks. Remember that a basic standard of professionalism is expected – treat others how you would want to be treated.
- **No Spam or Advertising:** Do not use the messaging or any part of the platform to send unsolicited advertising, spam, chain letters, pyramid schemes, or any kind of mass solicitation. Users may not promote unrelated products or services to others on the platform. Service Providers can advertise only their PropJump-listed services, and only to users genuinely seeking such services.
- **Exchange of Information:** In the interest of safety and professionalism, exercise caution when sharing personal contact information. **Until a booking is confirmed or a direct need arises, communications should remain on the platform.** You may exchange necessary details (like address of the job site, phone number for day-of coordination, etc.) once you are engaged in a service agreement, but always be mindful of privacy and security. Do not ask for or share sensitive personal data that is not

needed for the service.

- **Content Restrictions:** When posting any content (including messages, reviews, profile descriptions, etc.), you must not transmit content that is illegal, offensive, or otherwise violates our content standards. Examples of prohibited content include: content that promotes illegal activity or violence; hate speech or discriminatory language targeting protected groups; sexually explicit material; defamatory or libelous statements; false or misleading information; malware or any code intended to harm systems; or any content that infringes someone's intellectual property or privacy rights. We reserve the right (but do not assume the obligation) to review, edit, or remove any user content that we determine, in our sole discretion, violates these Terms or our policies.

By following these usage guidelines, you help maintain a safe and trustworthy PropJump community. Violations of these guidelines may result in content removal, account suspension, or other consequences.

## 4. Payment Terms and Transaction Policies

PropJump may facilitate payments between Clients and Service Providers for services booked through the platform. By engaging in a transaction on PropJump, you agree to the following terms (if PropJump's payment features are used):

- **Third-Party Payment Processor:** PropJump uses third-party payment services (for example, Stripe, PayPal, or similar) to handle payment transactions. **When you make or receive payments through PropJump, you are also agreeing to the payment processor's terms of service.** PropJump is **not a bank or escrow agent**, and we do not hold funds on account for users except as necessary to facilitate transactions via our third-party processor.
- **Payment Processing and Fees:** If you are a Client purchasing services, you agree to pay the price agreed for the service (e.g. the quote accepted) and any applicable fees or taxes. Payments may be charged automatically at the time of booking or upon completion, depending on the service arrangement. If PropJump charges a platform service fee or transaction fee, it will be disclosed to you before you confirm a booking. Service Providers may be charged a commission or fee by PropJump for each booking or may be required to pay a subscription/membership fee – any such fees will be made clear in advance (for example, via our **Fees page** or during sign-up). **Do not proceed with any transaction unless you understand and agree to the fees.**
- **Responsibility for Payments:** Clients are responsible for timely payment of all amounts due. If a payment is not successfully settled (for example, a credit card charge is declined), you remain obligated to pay the Provider, and PropJump may charge you a penalty or assist the Provider in collection efforts. Service Providers understand that

receipt of payment for services is contingent on the Client's payment. PropJump is **not liable for unpaid amounts** if a Client fails to pay; the contract is between the Client and Provider. However, PropJump may, at its discretion, seek to help the Provider obtain what is due or use available security measures (such as suspending a non-paying Client's account).

- **Disbursement to Service Providers:** If PropJump collects payment on behalf of Service Providers, we will aim to remit funds to the Service Provider's designated account in a timely manner after any agreed service completion criteria are met. Some transactions might use an escrow system (holding funds until work is completed). Service Providers may be required to have a valid bank account or payment account on file to receive payments. Note that **payment processing may be subject to delays** outside of PropJump's control (for instance, bank processing times). We are not responsible for payment processor delays or errors.
- **Refunds and Cancellations:** Any refund policies for services (for instance, if a Client is unhappy with a service or if a booking is canceled) should be determined between the Client and Service Provider and clearly communicated. PropJump may assist in facilitating a refund through our platform if both parties agree or if our policies provide for it (e.g., a refund may be given if a Provider did not deliver the service as promised and the issue is reported through PropJump's channels). However, except as required by law, PropJump is not responsible for resolving payment disputes between users. **Disputes about the quality or completion of services are between the Client and Provider** (see **Dispute Resolution** below). PropJump will not independently issue a refund to a Client or enforce payment to a Provider without both parties' agreement or a legal order.
- **Payment Disputes:** You agree not to initiate a chargeback or reversal of payment with your bank or credit card issuer without attempting to resolve the matter with the other party and/or PropJump first. Improper or fraudulent chargebacks may result in account termination. If you believe a charge was made in error, contact PropJump support and we will investigate. For Service Providers, if a Client disputes a charge for your service, you agree to cooperate with PropJump and the payment processor to provide any requested information about the work provided.
- **Taxes:** PropJump does not withhold or handle taxes on behalf of any users. Service Providers are **solely responsible** for determining and paying any taxes (income tax, sales tax, VAT, etc.) applicable to the services they provide and the fees they receive. Clients may be responsible for any use taxes or equivalent on services purchased, if applicable. You should consult your tax advisor if you are unsure of your tax obligations. PropJump may collect tax identification information from users and report payments to tax authorities if required by law (for example, issuing IRS Form 1099 for U.S. freelancers who meet certain thresholds), but users remain responsible for their own tax

compliance.

- **No Liability for Processor or Payment Issues:** PropJump is not liable for problems caused by the third-party payment processor or bank, but we will use commercially reasonable efforts to rectify issues within our control. For example, if the payment processor has a security breach or funds are mishandled, that may be governed by the processor's terms. PropJump does not guarantee payment to Service Providers if the Client's payment fails, or guarantee refunds to Clients beyond what is stated in these Terms or our policies.

By conducting transactions through PropJump, both Clients and Service Providers agree to these Payment Terms. If you choose to handle payment for a PropJump-sourced engagement outside of our platform, be aware that these Terms (including sections on **Disclaimers**, **Limitation of Liability**, and **Dispute Resolution**) still apply to your interactions arising from PropJump. PropJump strongly encourages keeping payments on the platform to qualify for any support or protections we may offer.

## 5. Reviews and Ratings Policy

PropJump allows Clients to leave reviews and ratings for Service Providers once a service is completed (and in some cases, Providers may review Clients as well). Our review system is intended to foster trust and accountability. By leaving or receiving a review on PropJump, you agree to the following:

- **Honest and Respectful Feedback:** Reviews should be truthful and based on actual first-hand experiences. You must not include false information, exaggerations, or malicious remarks in a review. Keep your feedback constructive and relevant to the service provided. Personal insults, profanity, or discriminatory comments are not allowed.
- **Review Eligibility:** Clients can review a Service Provider only if they have engaged that Service Provider through PropJump for a service. Likewise, if Service Providers are allowed to rate Clients, they should only do so for actual clients they have served. You may not review your own services or those of someone with whom you have a conflict of interest. **Fake or inauthentic reviews are strictly prohibited.**
- **No Retaliation or Gag Clauses:** Service Providers should not attempt to prevent or discourage Clients from leaving honest reviews – for example, you may not threaten or bribe a user for a positive review or to remove a negative review. Similarly, Clients should not extort Service Providers with the threat of a negative review to obtain unwarranted benefits (like a discount or free service). Such behavior can result in account suspension.



- **Content Guidelines for Reviews:** All review content must adhere to PropJump's content standards (see Section 3.3 Communication and Messaging). This means no confidential information, hate speech, harassment, or irrelevant content in reviews. If you had a private dispute or used offline communication, do not reveal sensitive personal data about the other party in a public review. Focus on the work quality, professionalism, and experience.
- **PropJump's Role in Reviews:** PropJump generally does not censor or edit user reviews, as they reflect the opinions of our users. Reviews posted are publicly visible to other users as part of a Service Provider's profile or Client's history. **However, PropJump reserves the right to remove or edit reviews** that violate these Terms or our policies, or that are legally problematic (for example, defamatory or obscene content). We are under no obligation to fact-check reviews, and we are **not liable** for any content in a user's review. Users are responsible for what they post and can be held legally accountable for false or defamatory statements.
- **Disputing a Review:** If you believe a review you received is fraudulent, retaliatory, or otherwise violates our guidelines, you may flag it or contact PropJump support. We will investigate and determine whether it should be taken down or modified. Our decision on review disputes will be based on our policies and the evidence provided, and we reserve the right to make the final call. We do not arbitrate factual disagreements – a difference of opinion or perspective is not grounds for removal if the review falls within our rules.
- **Composite Ratings:** PropJump may calculate an overall rating or use other feedback metrics (e.g. star averages, badges for top-rated providers, etc.) based on user reviews. These metrics are presented for convenience and informational purposes. While we strive for accuracy, composite ratings are not a guarantee of performance. They are simply aggregated user feedback. PropJump is not responsible for any consequences (positive or negative) resulting from the publication of these ratings.

By using the platform, you acknowledge that the review system is critical for community transparency. **PropJump disclaims any liability for the content of user reviews**, and by reading reviews you understand they reflect individual opinions, not statements of fact by PropJump. We encourage users to consider multiple reviews to get a balanced understanding and to approach each hiring decision with due diligence beyond just the rating score.

## 6. User-Generated Content and Intellectual Property

This section discusses ownership of content on PropJump and how content can be used:

### 6.1 Your Content and License to PropJump

- **User-Generated Content:** “Content” refers to anything you post or upload to PropJump’s platform – including profile information, service listings, job requests, messages, photos, reviews, and any other material. **You retain ownership of the content you create and submit** on PropJump. PropJump does not claim ownership of your original works such as descriptions or images you post. However, by submitting content on the platform, you are granting PropJump a license to use that content as needed to provide and promote our services.
- **License Grant:** Specifically, you give PropJump a worldwide, royalty-free, non-exclusive license to use, copy, modify, display, distribute, and create derivative works from your user content in connection with operating the marketplace. For example, we may display your profile and listings on our site for Clients to see, we might use snippets of your reviews in marketing materials, or we may format your content for better presentation. This license is only for the purposes of running and marketing PropJump and has the same duration as your intellectual property rights. Aside from this license, you retain all rights to your content. We will never sell your content to third parties without your permission, and this license will terminate when you remove the content from our platform (allowing a reasonable time for propagation out of backups and caches), **except** that the license may persist for archival copies or as needed for PropJump to fulfill legal obligations.
- **Your Responsibilities:** You represent and warrant that you have all necessary rights to post the content you share via PropJump. This means, for example, that you either own the copyright in the material or you have permission from the owner to use it, and that by posting it you aren’t violating anyone else’s rights (including intellectual property, privacy, or publicity rights). You also confirm that your content is lawful – it must not be obscene, defamatory, infringing, or otherwise unlawful. **You are solely responsible for the content you provide**, and any harm arising from content that violates these Terms.
- **Content Moderation:** PropJump is not obligated to pre-screen or monitor user content, but we have the right to do so. We may remove or restrict access to any content on the platform at our sole discretion if we believe it violates these Terms or the law, or for any other reasonable reason. This can include editing or removing offensive language in a review, deleting irrelevant photos, or taking down listings that we receive infringement notices for. We may also terminate accounts of repeat infringers (see Termination section). That said, PropJump is **not responsible for any failure or delay in removing harmful content** and we make no promises that all objectionable content will be taken down. Use PropJump at your own risk, understanding you might encounter user content that you find inappropriate or inaccurate, and under no circumstances will PropJump be liable for such content.

## 6.2 PropJump’s Intellectual Property

- **PropJump Platform Content:** Except for the content provided by users, all other content on the PropJump website or app – including the design, text, graphics, logos, button icons, images, software and functionality, and the compilation and arrangement thereof – is the **property of PropJump or our licensors** and is protected by copyright, trademark, and other intellectual property laws. PropJump retains all rights, title, and interest in our brand name, logos, and all content we have created for the platform. **You may not copy, modify, distribute, or create derivative works from any portion of PropJump’s content** (such as our logos, feature illustrations, or database of listings) without our prior written consent.
- **Limited Use License:** PropJump grants you a limited, revocable, non-exclusive, non-transferable license to use our platform and content for its intended purpose – i.e., for listing, finding, and transacting services through PropJump. This allows you to view and interact with the site, download or print pages for your personal use of the marketplace, etc. **This license does not allow:** any resale or commercial use of our site or its contents; any collection or use of listings, descriptions, or prices for data scraping or similar purposes; any derivative use of the site; or any use of data mining, robots, or similar data gathering tools. If you wish to use any PropJump content or branding in any way outside of the platform, you must obtain our explicit permission.
- **PropJump Trademarks:** The PropJump name, logo, and any slogans or taglines we use are trademarks or service marks owned by PropJump. You are not granted any right or license to use any PropJump trademarks by these Terms. All goodwill arising from any permitted use of PropJump trademarks will inure to the sole benefit of PropJump. You shall not remove, alter, or obscure any copyright, trademark, or other proprietary rights notices on any content obtained through the platform.
- **Third-Party Intellectual Property:** PropJump respects intellectual property rights of others and expects users to do the same. You must not upload or use content on PropJump that infringes someone else’s copyrights, trademarks, or other IP rights. If you believe content on PropJump infringes your copyright or other IP, please notify us (see our DMCA/Copyright Policy for the procedure – generally you may need to provide a written notice with details of the infringement claim). We will promptly review claims and remove or disable content where appropriate in accordance with applicable laws. Similarly, if your content is removed due to an infringement claim and you believe it was wrongful, you may send us a counter-notice as permitted by the DMCA.
- **Feedback:** If you provide PropJump with any suggestions, ideas, enhancement requests, or other feedback about our platform (“Feedback”), you hereby grant PropJump a perpetual, irrevocable, worldwide license to use and incorporate that Feedback in our products or services without any obligation to you. In other words, we may use any suggestions you give us to improve PropJump, and we will own any resulting improvements. (If for some reason such assignment is ineffective, you at least

grant us a permanent free license to use and implement your suggestions).

## 7. Indemnification

You agree to **indemnify and hold harmless PropJump**, its parent company, affiliates, officers, directors, employees, representatives, and agents, from and against any and all claims, liabilities, damages, losses, and expenses (including reasonable attorneys' fees) arising out of or related to: (a) your use of the PropJump platform or services obtained through the platform; (b) your violation of these Terms or of any law or regulation; (c) your infringement or misappropriation of any intellectual property or other rights of third parties in connection with your use of PropJump; or (d) any dispute or damage caused by your interactions with other users (including any contract disputes, personal injuries, property damage, or legal claims between you and a Client/Service Provider you connected with via PropJump).

In plain language, if your actions or content cause PropJump to be sued or incur costs, you agree to cover those costs. **Example:** if you are a Client and you violate labor laws in hiring a Service Provider, leading to a claim against PropJump, or if you are a Service Provider who posts someone else's copyrighted photo in your listing and we get a copyright complaint, you will be responsible for the resulting damages or legal fees. We will notify you of any such claim and, at our discretion, allow you to assist in defending it, provided you do so cooperatively and in a way that doesn't harm PropJump's rights.

This indemnification obligation will survive termination of your relationship with PropJump and the use of our services. (Note: Consumers in certain jurisdictions may have specific indemnity limitations; this clause is intended to apply to the fullest extent permitted by applicable law.)

## 8. Disclaimers of Warranties

PropJump provides the online platform to facilitate connections between Clients and Service Providers **"as is" and "as available."** While we strive to maintain a reliable and safe marketplace, **PropJump makes no warranties or representations** about the accuracy or completeness of the content on our site, the availability of our services, or the quality or reliability of any Service Provider or Client you encounter through PropJump. Use of our platform is at your own risk.

### Specific Disclaimers:

- **No Warranty of Service Outcomes:** PropJump does not guarantee that any service or project arranged through our platform will meet your expectations. **Clients:** We do not guarantee the performance or quality of work of any Service Provider you find on PropJump. **Service Providers:** We do not guarantee that Clients will be legitimate, will actually hire you, or will pay you as agreed. PropJump simply provides a venue for initial connection; the details of the service contract are determined by the users. All services

are provided by users, not by PropJump, and **PropJump is not responsible for those services**. For example, we are **not responsible for the quality of any property maintenance job, for whether a Service Provider holds a valid license or insurance, or for a Client's failure to pay for services**.

- **Platform Availability:** We do not warrant that the PropJump platform will be available at any given time or that it will be free from errors, interruptions, or security breaches. There may be occasions when the site is unavailable (scheduled maintenance, network outages, etc.), or when certain features do not work as intended. PropJump is not liable for any losses due to your inability to access the platform or errors in our software. We do not guarantee that any browser or device compatibility issues will be resolved, or that the platform will be free of viruses or other harmful components (though we certainly strive to avoid those).
- **Third-Party Content and Links:** Content provided by users (such as profiles or listings) or third parties is not verified or endorsed by PropJump. We may also link to third-party websites or resources for your convenience. **We are not responsible for any third-party sites** or services, and we do not endorse or assume liability for any content, advertising, products, or materials on or available from those sites. If you access any third-party website or engage with a third-party service (for example, a payment processor) through PropJump, you do so at your own risk.
- **No Implied Warranties:** To the fullest extent permitted by law, PropJump disclaims all warranties that are not expressly set out in these Terms. This includes **implied warranties** of merchantability, fitness for a particular purpose, and non-infringement. We do not guarantee that the platform will meet your specific needs or that it will operate without error. For instance, we make no promise that using PropJump will generate any specific amount of business for Service Providers or that you will find the perfect contractor for your needs.
- **User Conduct:** PropJump does not control (and has no duty to control) the actions of users. We disclaim any responsibility for the conduct of Clients or Service Providers. We do not vet or background-check every user, though we may perform checks at our discretion (and may display certain verifications on profiles). **You assume all risk when engaging others through our platform**. We are not liable for any personal or property damage arising from meetings or work arrangements between users. Always exercise caution and common sense when sharing information or meeting in person.

Some jurisdictions do not allow the exclusion of certain warranties, so some of the above disclaimers may **not apply to you**. In such cases, any implied warranties will be limited to the minimum scope and duration permitted by applicable law.

## 9. Limitations of Liability

**To the maximum extent permitted by law, PropJump (including our affiliates, officers, employees, and agents) will not be liable to you for any indirect, incidental, special, consequential, or punitive damages** arising out of or relating to your use of the PropJump platform, your interactions with other users, or your provision/receipt of services through PropJump. This disclaimer includes, without limitation, damages for lost profits or revenues, loss of data, loss of goodwill, service downtime, or the cost of substitute services, even if we have been advised of the possibility of such damages.

**PropJump's total liability to any user is limited.** In no event shall our aggregate liability for any claims arising out of or related to these Terms or your use of the platform exceed the amount of fees (if any) you have paid to PropJump in the twelve (12) months prior to the event giving rise to the liability, or **USD \$100**, whichever is greater. If you have not paid any service fees to PropJump, PropJump's liability will be capped at \$100 in total. This limitation applies to all claims of harm or loss, whether based on warranty, contract, tort (including negligence), strict liability, or any other legal theory.

PropJump shall **not be liable for any claim arising from the acts or omissions of other users**. If you have a dispute with one or more users, you release PropJump from any and all claims, demands, and damages arising out of or in any way connected with such dispute. For example, if you hire a Service Provider who damages your property or if you are a Service Provider and a Client refuses to pay, those matters are between you and the other party – PropJump is not responsible for resolving or compensating you for those issues.

**No Liability for Certain Types of Loss:** Without limiting the generality of the foregoing, PropJump will not be liable for:

- Any injuries, accidents, or health issues that occur during provision of services (Clients and Service Providers are responsible for any insurance or liability coverage for the job);
- Any damage to property arising from services (that responsibility lies with the parties to the job – consider insurance or written agreements as needed);
- Failure of a Service Provider to perform the service or failure of a Client to pay for the service;
- Unauthorized access to or use of our servers and/or any personal information stored therein, unless directly due to our gross negligence;
- Bugs, viruses, Trojan horses, malware, or other harmful code that may be transmitted to or through our site by any third party (though we take security seriously);
- Any content posted by users, including any errors or omissions in content, or any loss or damage incurred as a result of reliance on user content.

We specifically do **\*\*not** assume liability for the quality of services provided by users, the qualifications or credentials of Service Providers, or the solvency/ability to pay of Clients】. PropJump is a facilitator; the actual contract and work are beyond our control.

**Applicability:** Some states or countries do not allow the exclusion or limitation of liability for consequential or incidental damages, so the above limitation may not fully apply to you. In such jurisdictions, PropJump's liability is limited to the greatest extent permitted by law. These limitations are a fundamental part of the agreement between you and us.

## 10. Termination and Suspension of Accounts

### By PropJump:

PropJump reserves the right to **suspend or terminate your account** at any time for any reason, with or without prior notice. We may take such action if, for example, we believe you have violated these Terms, violated any law in connection with your use of PropJump, provided false information, engaged in fraud or abusive behavior, or if we believe it's necessary to protect the safety of our community or PropJump's interests. We may also suspend accounts that have been inactive for a long period or for other operational reasons.

If your account is terminated or suspended, you will lose access to the platform and any content or data associated with your account (though we may retain certain information for record-keeping as required by law). **We are not liable for any losses following account termination**, including the loss of any potential projects or reviews. If the termination was due to a breach of Terms, we may also refuse to allow you to re-register under a new account in the future.

In cases of minor policy violations or issues, PropJump may choose to suspend your account (making it temporarily inactive) and notify you, giving you a chance to correct the issue (for example, update a profile, or resolve a dispute). However, we are not obligated to provide any warning or opportunity to cure violations before terminating an account.

### By You (User):

You have the right to stop using PropJump and/or terminate your account at any time. You may do this by following the account closure process in your profile settings or by contacting our support team for assistance. If you simply stop using the service without formally closing your account, note that your profile and listings might remain visible until you delete them or request deletion. Upon your request, we will deactivate or delete your account as appropriate, although certain information (such as transaction records or communications) may be retained in accordance with our Privacy Policy or for legal compliance.

If you are a Service Provider with ongoing commitments (for example, a booked job that's not yet completed) or a Client who has hired someone for an upcoming service, we encourage you to fulfill those obligations or inform the other party of your departure to avoid prejudice.

Terminating your PropJump account does not automatically terminate any contracts you formed

with other users; you may still be responsible to the other party under the terms you agreed upon.

### **Effect of Termination:**

Upon termination of your account, whether by you or by PropJump, your right to use the platform ceases immediately. You must cease all use of PropJump's services and any PropJump content. However, the provisions of these Terms that by their nature should survive termination (such as intellectual property rights, indemnification, disclaimers, limitations of liability, dispute resolution, etc.) **will continue to apply**.

If your account was terminated due to a breach of these Terms or unlawful conduct, PropJump reserves the right to take legal action if warranted and to notify law enforcement if necessary.

**No Account Restoration Guarantee:** If your account is terminated or suspended by PropJump, we are under no obligation to restore your account or your user data. PropJump also has no obligation to provide you the specifics of the investigation or findings that led to our decision. In some cases, we might choose to inform you of the general reason (e.g., violation of a specific policy), but we are not required to reveal our internal processes.

We hope to not part ways with our users on bad terms. If you feel your account was suspended or terminated in error, you may contact PropJump support to request a review. We will consider such requests at our discretion; repeated or meritless appeals may not receive a response.

## **11. Dispute Resolution**

We understand that disputes can occasionally arise. The following process applies to different types of disputes:

### **11.1 Disputes Between Users (Client vs. Service Provider)**

PropJump is **not a party to the service agreements** between Clients and Service Providers, and we **do not formally arbitrate or resolve disputes between those parties** (for example, disagreements about the quality of work or amount of payment). Users should resolve such issues directly whenever possible. We encourage clear communication: if a problem arises, first contact the other party through PropJump's messaging to try to work out a mutually agreeable solution.

If you reach an impasse, you can reach out to PropJump's customer support for guidance. **At our discretion, PropJump may attempt to facilitate a resolution** by mediating discussions, providing factual information (such as what was agreed upon on the platform), or suggesting compromises. However, PropJump is **not responsible for enforcing any settlement** and cannot impose a resolution on the parties. Any assistance we provide is goodwill-based and not an obligation or a formal mediation.



In cases where a dispute involves an alleged violation of these Terms (for example, a claim that a Service Provider did not have a required license, or a Client posted a fraudulent job), PropJump may investigate and take appropriate platform actions (like suspension or termination of the offending account), but this is separate from resolving the monetary or service dispute between the users.

Ultimately, if Users cannot resolve a dispute, they may need to seek remedy through appropriate legal channels against each other. This could mean a claim in small claims court or another court of competent jurisdiction, subject to the **Governing Law and Jurisdiction** clause below. **You agree that PropJump has no liability for user-to-user disputes;** by using the platform, you release PropJump from claims, demands, and damages connected to disputes with other users (as noted in Limitations of Liability above).

## 11.2 Disputes Between You and PropJump

If you have a dispute or claim against PropJump arising out of your use of the platform or these Terms (for example, a disagreement about PropJump's fees or services, or a claim that PropJump breached our obligations), you agree to the following resolution process:

- **Contact Us First:** Please contact PropJump at an early stage to describe your concern and seek resolution. You can email our support or use the contact information provided in these Terms. We will attempt to resolve the issue informally through dialogue. Many disputes can be resolved quickly with clear communication.
- **Negotiation/Mediation:** If initial contact does not resolve the dispute, we (you and PropJump) agree to negotiate in good faith to reach a mutually agreeable solution. In appropriate cases, we might suggest mediation (with a neutral third-party mediator) if both sides agree. This is optional but often helpful.
- **Arbitration:** \*\*If we cannot resolve the dispute informally, you and PropJump agree that **most disputes will be resolved by binding arbitration** rather than in court, **except** for the specific matters noted below. Arbitration is a process where an independent arbitrator (not a judge) decides the dispute, and it usually allows for a quicker and more cost-effective resolution. **You and PropJump agree to attempt to settle disputes first through arbitration, and will only use the courts as a last resort if arbitration fails or is unenforceable.** By agreeing to arbitration, we both are waiving the right to a jury trial and to have the dispute decided in court.
  - **Arbitration Procedure:** The arbitration will be administered by a reputable arbitration organization (for example, the American Arbitration Association (AAA) in the U.S.) under its rules for consumer disputes. If the AAA or its rules are not available, we may agree on a comparable arbitration provider and rules. The arbitration may be conducted in person in the county where you reside, or through document submission, phone, or video conference, depending on the

circumstances and mutual agreement.

- **Exceptions: Small Claims:** Either you or PropJump may choose to bring an individual claim in **small claims court** instead of arbitration, for disputes that qualify. **Injunctive Relief:** Also, either party may seek injunctive or equitable relief in a court for matters involving intellectual property infringement or unauthorized access to the platform (for example, you hacking our site, or us seeking to stop someone from misusing our trademarks). Such actions will not require arbitration first.
- **Costs:** Each party will bear their own attorneys' fees and costs, unless the arbitrator awards fees under applicable law or the arbitration rules provide otherwise. PropJump will pay any arbitration filing/administrative fees beyond what a court case would cost (for example, if it costs \$X to file in court and arbitration filing is \$Y, and  $Y > X$ , we'll cover the difference) to ensure arbitration isn't prohibitive.
- **Class Action Waiver: All claims must be brought on an individual basis. You and PropJump agree not to initiate any class action, class arbitration, or other representative action or proceeding on behalf of others.** The arbitrator can only decide your and/or PropJump's individual claims; they may not consolidate or join the claims of other persons or parties who may be similarly situated.
- **Severability of Arbitration Clause:** If the class action waiver is found to be illegal or unenforceable as to all or some parts of a dispute, then those parts will not be arbitrated but will proceed in court, with the rest proceeding in arbitration. If any other part of this arbitration agreement is found unenforceable, it shall be severed and the remaining portions shall remain in force.
- **Court Litigation:** If for some reason a dispute between you and PropJump is not subject to arbitration (either because this arbitration agreement is found not to apply, or because either party properly opts out as described below, or for a dispute that falls under the Exceptions above), then **you agree that such dispute will be resolved exclusively in the state or federal courts** located in the jurisdiction specified in the **Governing Law and Jurisdiction** section below. In such event, you and PropJump expressly waive any right to a trial by jury.
- **Opt-Out Right: You have the right to opt out of the arbitration provision** in this Section 11.2 by sending us a clear written notice of your intention to opt out within 30 days of first accepting these Terms. The notice should include your name, address, the email associated with your PropJump account, and a statement that you choose to opt out of arbitration. Send it to our mailing address or email (provided in the Contact section). If you opt out, the Dispute Resolution section (aside from this sentence) will not

apply to you, but the rest of these Terms will. Opting out of arbitration has no adverse effect on your relationship with PropJump.

We believe arbitration is a fair way to handle disputes, but you have the choice to opt out. **Regardless of the venue, you and PropJump agree that we will resolve disputes only on an individual basis and not as part of any class or representative action.**

## 12. Governing Law and Jurisdiction

These Terms and any dispute or claim arising out of or related to them (including non-contractual disputes or claims) **shall be governed by the laws of the State of California, USA**, without regard to its conflict of laws principles. We choose California law because (hypothetically) PropJump's operations are based there, and having a consistent legal framework benefits all users.

If a dispute between you and PropJump proceeds in court (e.g., if the arbitration agreement is not enforced or you validly opted out of arbitration), **such dispute shall be litigated exclusively in the state or federal courts located in California** (specifically, the courts of Los Angeles County, if state court, or the United States District Court for the Central District of California, if federal court). Both you and PropJump **consent to the personal jurisdiction** of these courts. This means you agree that California courts have authority over you for purposes of resolving the dispute, and you will not argue that it is an inconvenient forum.

If you reside outside the United States, you agree that California, USA law applies, and you accept jurisdiction in the courts of California. However, as a consumer, you may have certain rights under the laws of your home country. Nothing in these Terms is meant to override mandatory consumer protections in your local jurisdiction. If you are an EU consumer, for instance, you may benefit from certain provisions of the law of the country in which you reside. We still designate California law and courts for governing law and jurisdiction, but this choice of law will not deprive you of the protection of any mandatory consumer laws in your country of habitual residence.

**Government or Public Agency Users:** If you are using PropJump on behalf of a U.S. Government agency or entity, note that as a private entity, PropJump's liability and dispute terms still apply. The application of the Federal Arbitration Act (for arbitration) and federal law may be relevant in such cases, but by using PropJump, government users also consent to California law as applied above to the extent permissible.

## 13. Changes to These Terms

PropJump may update or modify these Terms of Service from time to time. **If we make material changes, we will provide reasonable advance notice** to users, such as by posting the updated Terms on our website and indicating the "Last Updated" date, and/or by emailing you or

providing an in-platform notification. We try to give at least 30 days' notice for significant changes when feasible, to allow you to review the new terms. Minor changes (such as clarifications or changes that do not reduce your rights) may become effective immediately upon posting.

Your continued use of PropJump after the effective date of the updated Terms **constitutes your acceptance of those changes**. If you do not agree to any amended Terms, you must stop using PropJump and, if applicable, close your account before the new Terms take effect. We'll remind you of this option in any change notice.

Please check these Terms periodically for updates. It's important you understand your rights and obligations when using PropJump. We will always post the current version of the Terms on our website, and prior versions may be available upon request.

## 14. Miscellaneous

- **Severability:** If any provision of these Terms is held to be invalid or unenforceable by a court or arbitrator of competent jurisdiction, that provision will be enforced to the maximum extent permissible and the remaining provisions of the Terms will remain in full force and effect. In other words, the invalid part will be modified and interpreted to best accomplish the original intent within legal bounds, and the rest of the Terms stay intact.
- **No Waiver:** If PropJump does not enforce a provision of these Terms on any occasion, it does not mean we waive our right to enforce it in the future. Similarly, any waiver of compliance with these Terms in one instance is not a waiver for any other instance. **No waiver** will be effective unless in writing and signed by an authorized PropJump representative.
- **Assignment:** You may not assign or transfer your rights or obligations under these Terms to anyone else without our prior written consent. PropJump may assign its rights and obligations to an affiliate or in connection with a merger, acquisition, reorganization, or sale of assets, or by operation of law or otherwise. These Terms will inure to the benefit of and be binding upon each party's respective permitted successors and assigns.
- **Entire Agreement:** These Terms, along with any additional policies or guidelines referenced (such as our Privacy Policy and any applicable program-specific terms), constitute the **entire agreement** between you and PropJump regarding the use of our platform, superseding any prior agreements or understandings (whether written or oral) between us relating to the subject matter. You acknowledge that you are not relying on any representation or warranty that is not expressly included in these Terms.
- **Relationship:** Nothing in these Terms creates a joint venture, partnership, employment, or agency relationship between you and PropJump or between PropJump users.

**Service Providers are independent contractors** and are **not employees or agents of PropJump**, and Clients are not agents of PropJump either. PropJump is a neutral venue and does not direct or control the day-to-day activities of Service Providers beyond providing guidelines on using the platform.

- **Headings:** Section titles and headings in these Terms are for convenience only and have no legal or contractual effect. They do not limit or define the scope of any section.
- **Notices:** PropJump may provide notices to you by email to the address associated with your account, by postal mail if you've given a physical address, or by posting a message through your account dashboard or our website. You are responsible for keeping your contact information up-to-date. Official notices from you to PropJump should be sent to our contact address provided below (unless we specify an email for certain notices, such as copyright issues).
- **Survival:** Any provisions of these Terms that by their nature should survive termination of this agreement (including but not limited to provisions on intellectual property, indemnification, disclaimer of warranties, limitation of liability, dispute resolution, and governing law) will survive any termination or expiration of these Terms.

## 15. Contact Information

If you have any questions, concerns, or feedback about these Terms or PropJump's services, please contact us. We value open communication and will do our best to address your inquiry promptly.

**Contact Us:**

Email: [support@propjump.com](mailto:support@propjump.com)

Mail: PropJump Inc., 1234 Commercial Way, Los Angeles, CA 90000, USA

By using PropJump, you acknowledge that you have read and understood these Terms of Service and agree to be bound by them. Thank you for being part of PropJump's community – we look forward to helping you connect with others to get commercial projects done efficiently and safely!