

STUDENT HUSTLE, LLC | TERMS AND CONDITIONS

These Terms and Conditions (this “**Agreement**”) concern the mobile application operated, hosted, and/or published by Student Hustle LLC, a Texas limited liability company (together with its affiliates and related entities, “**Company**”) (together with the mobile application’s respective pages and features, the “**Platform**”) and all associated services and products provided on, through, or in relation to the Platform (the “**Services**”). This Agreement is made and entered into by and between you and any person helping you access or use the Platform or the Services, whether as a guest or a registered user (collectively, “**you**” or “**your**”), on the one side, and Company on the other side. You and Company are sometimes referred to herein, individually, as a “**Party**” and, collectively, as the “**Parties**”.

Please read this Agreement carefully before accessing or using the Platform and/or the Services because it constitutes a legally binding contract between you and Company. **This includes the “Dispute Resolution” clause contained in this Agreement, which provides for binding arbitration and waivers of jury trials and class actions.**

You are automatically accepting and agreeing to the most recent version of this Agreement whenever you access or use the Platform and/or the Services. Your continuing access or use of any of the foregoing reaffirms your acceptance and agreement in each instance. If you do not accept and agree to this Agreement in its entirety, then you are strictly prohibited from accessing or using the Platform and/or the Services.

Company may supplement, amend, or otherwise modify this Agreement at any time. Such modifications will be posted on this or another page of the Platform, as Company deems appropriate in its sole discretion, and such modifications shall be deemed effective as of their stated effective or modification dates. It is your responsibility to carefully review this Agreement each time you access or use the Platform or the Services.

You may download or copy the content of the Platform and other downloadable materials displayed on the Platform for your personal use only. No right, title, or interest in any such downloaded content is transferred to you as a result of any such downloading or copying. You may not reproduce (except as expressly provided hereunder), publish, transmit, distribute, display, modify, create derivative works from, sell, or exploit in any way any of such content or the Platform.

1. **Eligibility.** The Platform is offered only to users eighteen (18) years of age or older (or otherwise the age of majority in each user’s respective jurisdiction) and who have accepted this Agreement, except where a minor of thirteen (13) years of age or older has received the verifiable consent of the minor’s parent or legal guardian to access the Platform. By accessing or using the Platform or the Services, you represent and warrant to the Company

that you meet these eligibility requirements. You agree to comply with all applicable laws for accessing and using the Platform or the Services.

2. **Privacy**. Company respects the privacy of others. Company's policies concerning the collection and use of your personal information in connection with the Platform are set forth in Company's Privacy Policy, which you should carefully review each time you access or use the Platform or the Services.
3. **Your Devices**. Certain portions of the Platform may be configured for, and Company may offer the Platform through, certain computers, tablets, smart phones or other electronic devices ("**Device(s)**"), and this Agreement shall apply with equal force and measure to your access and use of the Platform through such Devices. You are responsible for obtaining and updating the Device, software, operating system, carrier and network access necessary to properly access and use the Platform. Company does not guarantee that the Platform or any portions thereof will function on or in connection with any particular Device, software, operating system, carrier, or network. If you access or use the Platform through a particular Device, then you hereby acknowledge and agree that information about your use of the Platform through that Device or its carrier or network (such as, by way of example only, the identity of your Device, or your Device's carrier or network) may be communicated to Company and/or certain third parties (such as, by way of example only, your Device's carrier or network). All or any part of the voice, message and data fees, rates, charges and taxes of your Device's carrier or network, or another third party, may apply to your access or use of the Platform. Company is not responsible for, and you further accept full responsibility for, all Device carrier and network fees, rates, charges and taxes which may apply, if any.
4. **Ownership**. The Platform and all elements and derivatives of the Platform (including, without limitation, all content, information, source codes, object codes, data, instructions, documentation, and expressions), as well as all copyrights, trademarks, trade secrets, and other intellectual properties of the foregoing, are owned, licensed, or permissibly used by Company. In no event shall you have or retain any rights, title, or interests in or to the foregoing other than those limited rights expressly granted to you under this Agreement. No rights or permissions granted to you under this Agreement are coupled with an interest. Nothing contained in this Agreement shall be construed as a waiver or limitation of Company's or its licensors' respective rights and remedies under applicable law.
5. **User Account**.
 - a. **Registration**. As explained further herein, to secure the right to access and use the registration-only pages or features of the Platform, you may be required to register with and create a personal user account with Company through the Platform (a "**User Account**"), as well as reaffirm your acceptance of and agreement to this Agreement and those additional terms, conditions and policies referenced herein, as Company may

require from time-to-time. As part of the registration process, you may be required to satisfy certain conditions precedent imposed by Company (including, for example, providing additional information to Company and entering into additional agreements with Company). Unless otherwise permitted by Company in writing, you may only have one (1) non-transferable User Account.

- b. User Account Activity and Information. You are responsible for all activity that occurs under your User Account and are prohibited from authorizing or allowing any third party to access or use your User Account. Accordingly, you should take all steps necessary to protect and keep secret your User Account details and access information (including your login name and password). You should also maintain accurate, complete, and up-to-date information in your User Account (including, without limitation, maintaining a valid and current payment method and email address) because your failure to do so may result in your inability to access, use, or receive all or any part of the Platform and/or Company's termination of this Agreement. For the sake of security, you must immediately notify Company if you suspect that a third party has gained access to or is making any use of your User Account without authorization. For the avoidance of doubt, Company has the unencumbered right to access and use, and to allow its agents, employees, representatives, contractors, and vendors to access and use, the information in your User Account to facilitate the exercise and performance of Company's rights and obligations under this Agreement (including, without limitation, the Services), the operation of the Platform, and/or any other rights, obligations, operations, products, and services related to the Platform, the Services, your User Account, or the subject matter of this Agreement (including, without limitation, payments and communications).
- c. Indemnification in Connection with User Account. **If you fail to comply with any terms or conditions of Section 5(b) above (whether intentionally or unintentionally), then you accept full responsibility for the consequences thereof (including, without limitation, any unauthorized charges and payments, any unauthorized changes to your User Account information and settings, and any unauthorized access or use of your User Account), and you agree to indemnify, release, and hold harmless Company, Company's parents, subsidiaries, and other affiliates, and their respective officers, directors, managers, owners, partners, agents, employees, representatives, trustees, assigns, transferees, contractors, vendors, and licensees from and against any and all liabilities, claims, suits, demands, actions, judgments, losses, damages, fines, penalties, and expenses (including costs and reasonable outside attorney fees) incurred by or asserted against any such indemnitees, arising out of or in connection with your failure to comply with such terms or conditions.**
- d. Additional Terms for Student Users. In the event that you are a user of the Platform who is a student between the ages of thirteen (13) and seventeen (17) (a "**Student**"), then the

following terms and conditions apply to you:

- i. You will be required to verify and provide documentation supporting your status as a Student.
 - ii. You will provide, in the format Company requires for the Platform, accurate and complete information for each service that you will offer through the Platform ("**Student Jobs**"). You will promptly update all information as needed to ensure that the listing for your Student Jobs remains accurate and complete.
 - iii. You will be responsible for collecting any and all fees from Adults that become owed and due to you as a result of your performance of Student Jobs from any Adults. You understand and agree that Company shall not be responsible for, and shall not facilitate in any manner, the exchange of fees between you and any other user of the Platform (including, without limitation, any Adults for whom you perform Student Jobs).
 - iv. You are solely responsible for any non-performance or other act, error, omission, damage, or injury in connection with the fulfillment of your Student Jobs.
- e. Additional Terms for Adult Users. In the event that you are a user of the Platform over the age of eighteen (18) (an "**Adult**"), then you understand and agree that (i) you will be required to verify and attest to being over the age of eighteen (18), and (ii) you may be subject to additional terms and conditions between you and Company as may be implemented by Company from time-to-time (including, without limitation, the Recurring Subscription terms set forth under Section 10(f)).

6. **Rights, Permissions, and Consents**.

- a. License of the Platform. Subject to the terms and conditions of this Agreement, Company grants you a limited, non-exclusive, personal, freely-revocable, non-transferable, and non sub-licensable license to access and view the various publicly displayed pages of the Platform, and to view the information and content found thereon. You must not access or use for any commercial purposes any part of the Platform or any services or materials (including, without limitation, the Services) available on or through the Platform. Your unauthorized use of the Platform or any breach by you of this Agreement will automatically terminate this license.
- b. License of User Materials. All names, information, statements, communications, and any other content that you submit to or publish on, through, or in relation to the Platform, including those which you submit to or publish on any online social media account that you own and link or otherwise associate with the Platform, if any and as applicable, are

hereinafter defined as the “**User Materials**”. You hereby grant Company an irrevocable, non-exclusive, royalty-free, fully-paid, transferable, sub-licensable, perpetual, and universe-wide license for Company to host, store, reproduce, transmit, distribute, sell, resell, license, sublicense, market, modify, adapt, create derivative works, communicate, publish, syndicate, publicly perform, publicly display, archive, and otherwise use and exploit all or any part of such User Materials and any elements and derivatives thereof in any language, manner, medium, or form, whether now known or hereinafter devised, as Company sees fit in its sole discretion. For the avoidance of doubt, the foregoing is not intended to conflict with any provision of Company’s Privacy Policy.

- c. Reservation of Rights. Nothing in this Agreement restricts or limits Company’s rights, title, or interests in or to the Platform, the Services, the User Materials, or any elements or derivatives of the foregoing.
- d. Warnings: Disclaimers. Please note that the User Materials might become the subject of public disclosure. Thus, Company is not responsible for, and expressly disclaims any liability arising from or in connection with, its use of any User Materials in accordance with the terms and conditions of this Agreement. For the avoidance of doubt, the foregoing is not intended to conflict with any provision of Company’s Privacy Policy.

7. Intermediary Nature of the Platform.

- a. Nature of the Platform. You understand, acknowledge, and agree that the Platform serves as an intermediary platform pursuant to which certain Students and Adults utilize the Platform to connect with one another for the purposes of Adults engaging Students to perform the Student Jobs and providing Students with consideration for such services. In connection with the function of the Platform as an intermediary platform, you understand that certain information set forth under your User Account may be shared with other users of the Platform. You further acknowledge and agree that the Student Jobs available from Adults are facilitated through the Platform as an intermediary service, and the Students and Adults are merely licensees of the Platform in accordance with this Agreement. Company does not perform any Student Jobs and does not employ any persons (including, without limitation, any Students) to perform Student Jobs. Each user must exercise such user’s own independent business judgment when determining whether to enter into any arrangement involving Student Jobs.
- b. Disclaimer and Limitation of Liability. **All communications, statements, materials, and transactions conducted on, through, or in relation to the Student Jobs between Students and Adults are those of the Students and Adults and not Company. You acknowledge and agree that Company is not a party to or responsible for any such communications, statements, materials, transactions, products, or services by any Students or Adults and that, in no event, shall Company be responsible for any**

loss, harm, claims, or other damages arising from or relating to any communications, statements, materials, transactions, products, or services between any Students or Adults.

8. **Suspension or Termination of Service; Disclaimer.** Company has the right, but not the obligation, to suspend or terminate the function or existence of all or any part of the Platform. **Company shall not be liable to you or any third party for any loss or damage that is caused by or arises from or in connection with any such suspension or termination (including, without limitation and by way of example only, refunds, lost profits, lost opportunities, monetary damages, disruption in or loss of service, or loss of content).**

9. **Products and Services.**

- a. **Sale of Products and Services.** Company or its affiliates or licensees might offer, sell, license, or otherwise make available various products or services (which may include Company's own products and services or the products and services of third parties) on, through, or in relation to the Platform, some of which might only be made available to you upon completion and submission of an online form or other instructions provided to you by Company or which may be available exclusively online or in limited quantities on or through the Platform. Company has the right to refuse its products and services to you or to any geographic region or jurisdiction, including if it suspects that you are in any way involved in fraudulent or illegal activity, and may contact your payment method issuer, law enforcement, or others and share information relating to your payments, as applicable, if Company believes doing so will prevent a violation of the law or financial loss. Prices for, and descriptions of, any products or services offered on or through the Platform are subject to change without notice and in the sole discretion of Company. Company reserves the right to discontinue any product or service at any time. You understand and agree that certain sales of such products or services may be subject to additional terms and conditions of Company.
- b. **Additional Transactions with Company.** You also understand and agree that certain transactions between you and Company may be subject to additional terms and conditions of Company.

10. **Payments.**

- a. **Sales Transactions.** Sales transactions conducted on or through the Platform will take place through an online shopping cart system (the "***Shopping Cart***"). Once you proceed to "check-out" or the like, you will be able to review your order, update quantities, remove items, and enter promotional codes, if any, as applicable.
- b. **Cancellation of Transactions.** Company reserves the right to refuse any order you place.

Company may, in its sole discretion, limit or cancel quantities purchased per person, per household, or per order. These restrictions may include orders placed by or under the same User Account, the same credit card, and/or orders that use the same billing and/or shipping address. In the event that Company makes a change to or cancels any of your orders, Company may attempt to notify you by contacting the billing address, phone number, or email provided at the time the order was placed. Company further reserves the right to limit or prohibit orders that, in Company's sole discretion, appear to be placed by dealers, resellers, or distributors.

- c. Payment Authorization. If you provide Company with your payment information, then you authorize Company to do the following as Company deems necessary, although Company has no obligation to do so: (i) share your payment information with any third-party payment processing vendor(s), as applicable, (ii) obtain your updated payment information from your payment issuer and any third-party payment processing vendor(s), as applicable, and (iii) use your payment information to charge payments that accrue under your account(s) with Company in accordance with this Agreement.
- d. Payment Obligations. You agree that you are responsible for the payment of all amounts that accrue under your account(s) with Company, the Platform, and/or in relation to the performance of the Services. You also agree to be responsible for all payments, fines, penalties, and other liabilities incurred by any such person or entity that arise out of or relate to payments that you authorize or accept on or through the Platform, including, without limitation, all fees, penalties, taxes, and duties, and to be responsible for all expenses (including costs and reasonable outside attorney fees) and interest incurred by any such person or entity to collect any overdue amounts.
- e. Waiver of Claims in Connection with Unauthorized Payments. **To the fullest extent permitted by law, you agree to waive all claims against Company and its affiliates related to any unauthorized payments made on, through, or in relation to your account(s) with Company, Company's third-party sellers and payment processing vendor(s), any other third-party providers, or any other person or entity, regardless of whether they are authorized or unauthorized.**
- f. Subscriptions for Adult Users. If you are an Adult user of the Platform, then you understand that you will pay an annual, recurring subscription fee equal to the amount set forth on the Platform, which is required for you to access the Platform (the "**Recurring Subscription**"). You understand and acknowledge that the Recurring Subscription has an automatic renewal feature and that you authorize Company to maintain your account information and charge your account automatically upon the annual renewal of your account as authorized by you when you enrolled in the Recurring Subscription, with no further action required by you. In the event that Company is unable to charge your account as authorized by you when you enrolled in the Recurring Subscription, Company

may, in its sole discretion: (i) bill you for the Recurring Subscription and suspend your access to the Platform until payment is received, and/or (ii) seek to update your account information through third party sources (*i.e.*, your bank or a payment processor) to continue charging your account as authorized by you. Company may change the price for Recurring Subscriptions from time to time in its sole discretion. Price changes for Recurring Subscriptions will take effect at the start of the next subscription period following the date of the price change. As permitted by applicable law, you accept the new price by continuing to use your Recurring Subscription after the price change takes effect. If you do not agree with the price changes, you have the right to reject the change by canceling your Recurring Subscription. Therefore, please make sure you read any notification of price changes (which may be published on a page of the Platform) carefully. **You may cancel your Recurring Subscription by contacting Company at info@studenthustle.app or by following the prompts under the “Settings” in your User Account.**

- g. Accurate Payment Information. You represent and warrant to Company that any payment information you provide on or through the Platform is current, complete, and accurate, and that you will promptly notify Company if your payment information has changed (such as a change in address or expiration date), if your payment method has been cancelled, or if you become aware of a breach of security.
- h. No Refunds. Except as otherwise expressly stated in this Agreement, all sales and payments made on, through, or regarding the Platform or any products or services offered, marketed, sold, or provided on, through, or in relation to the Platform are final, irrevocable, and not subject to or eligible for refund or return, in whole or in part.

11. Electronic Communications.

- a. Express Consent. You hereby expressly consent to Company sending or otherwise communicating with you for any purpose (including, without limitation, for advertising, telemarketing, or other marketing or promotional purposes, or for sending or notifying you about special offers, updates, newsletters or other informational purposes) via any electronic means or forms as Company deems appropriate in its sole discretion, whether through the Platform, through your User Account, by personal communication, by email, by automatic telephone dialing system, by telephone, by artificial or prerecorded voice, by online social media, by text message (*e.g.*, short message service a/k/a SMS, and multimedia messaging service a/k/a MMS) or by other electronic media means or forms. By giving such consent, you agree that no such communication shall violate the CAN SPAM Act, the Telephone Consumer Protection Act, or any other applicable laws, rules, or regulations. Voice, message, and data fees, rates, charges, and taxes may apply to you, and you are responsible for payment of the same. You are not required to grant the foregoing consent as a condition for the purchase or license of any Company products or

services.

- b. **Email Opt-Out.** You may opt-out of receiving any electronic messages from Company as described in Section 11(a) above at any time by any reasonable means, including, without limitation and by way of example, by sending an email to info@studenthustle.app with a subject line of “Opt-Out of Electronic Communications”. You acknowledge that opting out of receiving any such communications may impact your receipt, the success, and/or the performance of all or any part of the Platform and/or your ability to receive certain messages or notifications from Company.

12. **Prohibited Activities.** You shall not engage in any of the following activities at any time with respect to the Platform:

- (a) the impersonation of any person or entity,
- (b) any act that infringes or otherwise violates the intellectual property, privacy, or publicity rights of any person or entity (including, without limitation, the copyrights, trademarks, patents, and trade secrets held by Company or its licensors with respect to the Platform),
- (c) the reproduction of the Platform or any communications, information or content found thereon or therein, in whole or in part, or the creation of any derivative works of the foregoing (unless expressly authorized by Company herein),
- (d) the publication of any content that is objectionable or illegal (including, without limitation, content that is indecent, obscene, infringing, an invasion of privacy, defamatory, disparaging, false, deceptive, misleading, untruthful, fraudulent, threatening, or abusive),
- (e) the publication of a person’s or entity’s personal information or private facts without his/her/its prior written consent,
- (f) the publication of any machine, computer, or randomly generated content,
- (g) supplying or publishing any information or statement on, through, or in relation to the Platform that is false, misleading, deceptive, or incorrect,
- (h) any act intended or designed to drive traffic to or boost the search rankings of third-party websites, networks, platforms, servers, or applications,
- (i) the systematic retrieval or copying of any information or content found on, through, or in relation to the Platform or its servers to directly or indirectly create or compile, in whole or in part, a collection, compilation, database, or directory,

- (j) the use of any software, program, process, device, application, or routine (including, by way of example only, robots, scrapers, spiders, viruses, spyware, and malware) to monitor, copy, disrupt, damage, injure, interfere with or impermissibly access, in whole or in part, the Platform or its servers,
- (k) any act that involves or concerns decrypting, security bypassing or circumventing, hacking, data mining, data scraping, data harvesting, reverse engineering, decompiling, disassembling, attempting to derive source code, modifying, copying or the like on, through, or in relation to the Platform or its servers,
- (l) any act that overloads, unreasonably disrupts, or unreasonably interferes with the infrastructure of the Platform or its servers,
- (m) any act that gains or attempts to gain unauthorized access to computer systems, networks, information, or materials on, through, or in relation to the Platform or its servers, or
- (n) any other act that Company becomes aware of and believes in good faith is improper, illegal, or harmful to the Platform or its servers, or any person, entity, or property.

13. **Links to Other Platforms, Apps, Networks, and Servers.**

- a. **Linked Technologies.** The Platform or any communications sent on, through, or as a function of the Platform may contain links to third-party websites, networks, platforms, servers, or applications, and, similarly, third-party websites, networks, platforms, servers, applications, or communications may contain links to the Platform (collectively, “***Linked Technologies***”). The Linked Technologies are not under the control of Company or the Platform, and any such communications contain the outgoing links as a convenience to you, if for any purpose.
- b. **Disclaimer About Linked Technologies.** **Company is not responsible for any information, content, goods, services, promotions, advertisements, programs, codes, or other items which may be found on or excluded from the Linked Technologies (including, without limitation and by way of example only, malicious software, spyware programs, inaccurate information, and illegal content). Company does not make, nor has Company made, any representations or warranties (whether express, implied, or otherwise) concerning the terms of use or service, privacy policies, agreements, information, content, goods, services, promotions, advertisements, programs, codes, or other items which may be found on or excluded from the Linked Technologies, nor shall the fact that the Platform may link to or from any Linked Technologies constitute an affiliation with, association with, or endorsement of such Linked Technologies or any information, content, goods, services, promotions, advertisements, programs, codes, or other**

items which may be found on or excluded from such Linked Technologies. If you decide to access any Linked Technologies, then you do so at your own risk.

14. **Take Down**. Company reserves the right, but not the obligation, to take down or otherwise exclude from the Platform, without notice or recourse, any communications, statements, names, photographs, information, and/or content made or submitted by you or others on or through the Platform that Company believes, at any time and in its sole discretion, to be infringing or otherwise in violation of the proprietary rights, the right of privacy, or the right of publicity of any person or entity; defamatory, disparaging, or embarrassing of or towards any person or entity; profane, indecent or obscene; derogatory in terms of race, nationality, religion, gender, gender identification, sexual orientation or otherwise; threatening; abusive; false, misleading or deceptive; or otherwise illegal or something that Company considers unsuitable for the Platform or its users.
15. **Copyright Infringement**. Company respects the copyrights of others and prohibits users from uploading, posting, distributing, or otherwise transmitting any materials on or through the Platform, or from engaging in any activities on or through the Platform, which violate the copyrights of others. It is the policy of Company to terminate, and Company reserves the right to terminate without penalty or recourse, in appropriate circumstances, the right of any subscriber and account holder (which may include, without limitation, you) to access, register with, and use the Platform who is a repeat copyright infringer. If Company becomes aware that a user who is not a subscriber or account holder (which may also include, without limitation, you) is a repeat copyright infringer, then it is the policy of Company to take reasonable steps within its power to terminate, and Company reserves the right to terminate without penalty or recourse, in appropriate circumstances, the right of that user to access and use the Platform. The following procedures shall apply in the event that you or another person or entity alleges that the reproduction, public performance, public display, digital transmission, or other use of a work found on the Platform infringes your copyright, the copyright of said person or entity, or any other intellectual property right owned by you or said person or entity. These procedures are intended to comply with 17 U.S.C. § 512 and any other applicable laws. By visiting, accessing, registering with, or using the Platform, you are automatically agreeing to comply with the following procedures.
 - a. **Takedown Notice (Materials)**. To report any materials on the Platform that violate the copyrights of others, you must send Company a written communication that includes substantially the following:
 - i. A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
 - ii. Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works on the Platform are covered by a single notification, a

representative list of such works on the Platform;

- iii. Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit Company to locate the material;
 - iv. Information reasonably sufficient to permit Company to contact the complaining party, such as an address, telephone number, and, if available, an electronic mail address at which the complaining party may be contacted;
 - v. A statement that the complaining party has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and
 - vi. A statement that the information in the notification is accurate and, under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.
- b. Takedown Notice (Information Location Tools). To report any information location tools (e.g., hyperlinks) on the Platform that refer or link users to an online location containing infringing material or infringing activity, you must send Company a written communication that includes substantially the following:
- i. A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
 - ii. Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works on the Platform are covered by a single notification, a representative list of such works on the Platform;
 - iii. Identification of the reference or link to material or activity claimed to be infringing that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit Company to locate that reference or link;
 - iv. Information reasonably sufficient to permit Company to contact the complaining party, such as an address, telephone number, and, if available, an electronic mail address at which the complaining party may be contacted;
 - v. A statement that the complaining party has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and

- vi. A statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.
 - c. Counter-Notice. If you believe that any material you have uploaded, posted, distributed, or otherwise transmitted on the Platform has been removed by mistake or misidentification, and if you have the right to upload, post, distribute or otherwise transmit the material at issue, then you may send Company a written communication that includes substantially the following:
 - i. A physical or electronic signature of the user;
 - ii. Identification of the material that has been removed or to which access has been disabled and the location at which the material appeared before it was removed or access to it was disabled;
 - iii. A statement under penalty of perjury that the user has a good faith belief that the material was removed or disabled as a result of mistake or misidentification of the material to be removed or disabled; and
 - iv. The user's name, address, and telephone number, and a statement that the user consents to the jurisdiction of the Federal District Court for the judicial district located in the Western District of Texas, Austin Division, and that the user will accept service of process from the person who provided notification under 17 U.S.C. § 512(c)(1)(C) or an agent of such person.
 - d. Company Contact for Copyright Matters. The foregoing communications (*i.e.*, the above described takedown notices and the above-described counter-notice) must be sent to the following address of Company: Student Hustle LLC, Attn: Application Support, 3801 North Capital of Texas Highway, Suite E240 #410, Austin, Texas 78746, Email: info@studenthustle.app
16. **User Representations, Warranties, and Covenants**. You represent, warrant and covenant to Company that:
- (a) you are a natural person and of eighteen (18) years of age or older (or otherwise the age of majority in your jurisdiction), except in instances when you are a minor of thirteen (13) years of age or older whose parent or legal guardian has approved of your access to the Platform,
 - (b) you have read and understand this Agreement in its entirety,
 - (c) you have the full right and authority to enter into and abide by the terms and conditions of this

Agreement,

- (d) you understand and acknowledge that, by accepting this Agreement, you are giving up certain legal rights and remedies,
- (e) you voluntarily accept and agree to, and will fully comply with, the terms and conditions of this Agreement,
- (f) you will not violate any applicable international, federal, state, or local laws which may concern the Platform, its respective servers, or any information, communications, or content found on or through them,
- (g) you are the exclusive owner of all rights, title, and interests in and to the User Materials (including, without limitation, all copyrights, trademarks, patents, trade secrets, rights of publicity, and rights of privacy) and/or, if applicable, have secured all necessary rights and permissions from all subjects depicted in, and all persons and entities who contributed to, the User Materials to allow for your performance and grant of rights hereunder,
- (h) the User Materials are wholly original to you,
- (i) the User Materials do not and will not infringe upon or otherwise violate the proprietary, publicity, or privacy rights of any person or entity,
- (j) the User Materials do not and will not defame, disparage, embarrass, or disclose confidential, private, or personal information about or belonging to any person or entity,
- (k) nothing contained in the User Materials is or will be, or contains or will contain, links to material that is profane, indecent, obscene, threatening, abusive, illegal, false, misleading or any form of spam, malware, virus, bug, bot, spyware, or other malicious or tracking technology,
- (l) Company is not required to seek the permission of or compensate any third party to exercise any of the rights granted by you under this Agreement,
- (m) no obligation, disability, agreement, or adverse claim exists that may restrict your performance or grant of rights hereunder,
- (n) all information you provide to Company in connection with your access or use of the Platform and/or the Services is truthful and accurate, and
- (o) you are not listed on any United States government list of prohibited or restricted parties.

17. Disclaimers and Limitations.

- a. General Disclaimer. Your access or use of the Platform or any products or services made available to you on, through, or in relation to the Platform (including, without limitation, the Services) in any way is done at your own risk. The Platform, those products and services (including, without limitation, the Services), the success or performance of the Platform or those products and services (including, without limitation, the Services) and all information, communications, content and features offered, marketed, sold, provided, licensed or made available on, through, or in relation to the Platform or those products and services (including, without limitation, the Services) are provided to you on an “as is”, “where is”, “as available”, and “with all faults” basis and without any warranty. Company does not make, nor has Company made, any representations or warranties of any kind or nature (whether direct or indirect, oral or written, or express or implied) to you with respect to the Platform, any of those products and services (including, without limitation, the Services), any such information, communications, content, and features or their success, performance, functionality, quality, completeness, accuracy, reliability, marketability, or safety. Company expressly disclaims any and all express warranties, implied warranties (including, without limitation, implied warranties of merchantability, fitness for a particular purpose, good faith and fair dealing, title, non-infringement, performance, functionality, quality, completeness, accuracy, reliability, and safety) and warranties arising from conduct, course of dealing, custom and usage in trade with respect to the Platform, those products and services (including, without limitation, the Services), any such information, communications, content or features and their success, performance, functionality, quality, completeness, accuracy, reliability, marketability, and safety. Company does not make, nor has Company made, any affirmation of fact, promise or warranty (whether express, implied, or otherwise) relating to the Platform, those products and services (including, without limitation, the Services), or any such information, communications, content, or features or their success, performance, functionality, quality, completeness, accuracy, reliability, marketability, or safety that extends beyond the face of this Agreement or that has become any basis of any bargain.
- b. Disclaimer About System Delays. You understand and acknowledge that the Platform may be subject to limitations, delays and other problems inherent in the use of third-party communication networks and facilities that are outside of Company’s control. Accordingly, Company shall not be responsible for, and expressly disclaims, any delays, failures, losses, injuries, liabilities or damages associated with the Platform that result from any system delays, downtimes, interruptions, or other failures of, or problems with, the Platform that are outside of Company’s control (including, without limitation, scheduled maintenance or network failure).

- c. Disclaimer About Certain Information, Communications and Content. Any opinions, advice, reviews, statements, offers, or other information, communications or content found on, through or in relation to Company, the Platform, the Services, or any third-party providers (including, without limitation, online forums, other websites, advertisements, and social media pages) are those of their respective authors, and not necessarily those of Company. Thus, they should not necessarily be relied upon. Such authors are solely responsible for the accuracy of such information, communications, or content. Company does not guarantee, adopt or endorse the accuracy, completeness, reliability, or usefulness of any such information, communications, or content, even if Company is the author. Company is not responsible for the accuracy, completeness, reliability, or usefulness of any such information, communications, or content. Under no circumstances shall Company be liable to you or any third parties for any loss or damage caused by or arising from or in connection with your reliance on any such information, communications, or content.
- d. Limitation of Liability. **In no event shall Company, any of Company's parents, subsidiaries, or other affiliates, or any of their respective officers, directors, managers, owners, partners, agents, employees, representatives, trustees, assigns, transferees, contractors, vendors, or licensees be held liable to (or be obligated to indemnify) you or any third party for any direct, indirect, punitive, or special damages (including, without limitation, legal costs, attorney fees, lost profits, replacement costs, or repair costs) caused by or arising from or in connection with: (i) your access or use of the Platform, or your inability to access or use the Platform or the Services, (ii) any products or services (including, without limitation, the Services) made available on, through, or in relation to the Platform, (iii) any statements, content, or conduct of any third party on, through or in relation to the Platform or any such products or services (including, without limitation, the Services), (iv) any unauthorized access to or alteration of your personal information, (v) any hacking, denial of service attacks, data security breaches or other third-party conduct that may lead to a compromise of your personal information or damage to your Device(s), software, operating system(s), file(s), carrier(s) or network(s), (vi) any transmission, download, or infection of any software, system, program, file, process, device, application or routine (including, without limitation and by way of example only, robots, scrapers, spiders, viruses, spyware and malware) that may lead to a compromise of your personal information or damage to your Device(s), software, operating system(s), file(s), carrier(s), or network(s), (vii) the fact that you have relied on any information, content or communications published on, through or in relation to the Platform or any such products or services (including, without limitation, the Services), or (viii) any acts, errors, or omissions of any third-party providers. If you are dissatisfied with the Platform or any products or services offered, sold, licensed, or made available on,**

through, or in relation to the Platform (including, without limitation, the Services), then your sole and exclusive remedy is to discontinue your access and use of the Platform and such products and services (including, without limitation, the Services).

e. Limitation of Remedies. If Company breaches or otherwise violates this Agreement, then in no event shall you be entitled to recover any special, incidental, consequential, speculative, exemplary, or punitive damages arising out of or in relation to such breach or other violation, even if Company has been notified of the possibility of such damages.

f. No Injunctive Relief. If Company breaches or otherwise violates this Agreement, then you shall not be entitled to seek or obtain, and you do hereby waive, any type of injunctive relief against the Platform and/or any products or services made available on, through, or in relation to the Platform (including, without limitation, the Services) as a result of such breach or other violation. For the avoidance of doubt, the foregoing limitation on injunctive relief does not limit your ability to seek or recover any monetary remedies authorized by law in the event of any such breach or other violation (except for those which are otherwise expressly precluded by this Agreement).

g. Consumer Protections. The disclaimers and limitations set forth in this Section 17 are not intended to limit liability or alter your rights as a consumer that cannot be limited or altered under applicable law.

18. General Release of Claims. You hereby release and hold harmless Company, Company's parents, subsidiaries, and other affiliates, and their respective officers, directors, managers, owners, partners, agents, employees, representatives, trustees, assigns, transferees, contractors, vendors, and licensees from and against all claims that you have or may have against them for infringement, violation of the rights of privacy or publicity, defamation, disparagement, unpaid benefits, unpaid wages, overtime, discrimination, personal injury, property damage, negligence, and/or any other legal theory arising from or in connection with the Platform, the products or services made available on, through, or in relation to the Platform (including, without limitation, the Services), and/or the rights and privileges granted or conveyed by you under this Agreement (including, without limitation, those rights and privileges relating to the User Materials and/or any elements, derivatives, or marketing of the foregoing). Further, you waive your right to, and in no event shall you seek to, (a) enjoin Company, any of Company's officers, directors, members, managers, owners, partners, agents, employees, representatives, parents, subsidiaries, affiliates, successors, trustees, assigns, transferees, contractors, vendors, or licensees or (b) exercise any of the rights or privileges granted or conveyed by you under this Agreement (including, without limitation, the User Materials).

You also hereby waive any rights you may have under Section 1542 of the California Civil Code and any other statute or common law principle of similar effect, which provides:

“A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY”.

19. **Indemnification.** You hereby agree to indemnify, release, and hold harmless Company, Company’s parents, subsidiaries, and other affiliates, and their respective officers, directors, managers, owners, partners, agents, employees, representatives, trustees, assigns, transferees, contractors, vendors, and licensees from and against any and all liabilities, claims, suits, demands, actions, judgments, losses, damages, fines, penalties, and expenses (including costs and reasonable outside attorney fees) incurred by such indemnitees, or asserted against such indemnitees by third parties, arising out of or in connection with (a) your acts, errors, or omissions, (b) your use of the Platform or any products or services made available on, through, or in relation to the Platform (including, without limitation, the Services) in any manner contrary to the terms and conditions of this Agreement, (c) your violation of the rights of or other injury to any third party, and/or (d) your breach of all or any part of this Agreement.
20. **Force Majeure.** Company shall not be liable for delays in performance caused by any act of God, fire or other casualty, accident, strike, shortage of labor or materials, governmental action, industrial disturbance, pandemic, epidemic, or any other cause beyond Company’s reasonable control, and the time for Company’s performance shall be extended by the period of any such delay. Company reserves the right to apportion its production among its customers as it may determine.
21. **Termination; Survival.** If this Agreement is terminated for any or no reason, then all rights granted to you under this Agreement shall automatically revert back to Company, and the following shall survive in perpetuity: (a) all defined terms under this Agreement, (b) all rights and privileges under this Agreement which were granted to or accrued in favor of Company, any of Company’s parents, subsidiaries, or other affiliates, or any of their respective officers, directors, managers, owners, partners, agents, employees, representatives, trustees, assigns, transferees, contractors, vendors, or licensees as of the date of this Agreement’s termination, (c) all payments which accrued as of the date of termination, (d) all disclaimers, limitations of liability, and limitations of remedies, and (e) all representations, warranties, covenants, certifications, releases, indemnifications, and promises made by you under this Agreement.
22. **Governing Law.** This Agreement, the additional terms, conditions, and policies referenced herein (including the Platform’s [Privacy Policy](#)), your access or use of the Platform or any

Services, your registration with the Platform, any transactions made on, through, or in relation to the Platform, any products or services purchased on, through, or in relation to the Platform (including, without limitation, the Services), the Parties' relationship, and all disputes, controversies, and claims arising from or in connection with any of the foregoing (whether grounded in contract, tort, statute, law, or equity) is governed by the laws of the State of Texas in the United States of America and the applicable federal laws of the United States of America, regardless of its place of execution, its place of performance, and any conflicts of law analysis.

23. **Dispute Resolution.**

- a. **Binding Arbitration; Waiver.** Each Party hereby irrevocably submits all disputes, controversies and claims arising from or concerning this Agreement, any additional terms, conditions or policies referenced in this Agreement (including the Platform's Privacy Policy), your access or use of the Platform or the Services, any transactions made on, through, or in relation to the Platform, any products or services purchased on, through, or in relation to the Platform (including, without limitation, the Services), and/or the Parties' relationship (whether grounded in contract, tort, statute, law, or equity) (collectively, the "***Dispute(s)***") to binding arbitration administered by Judicial Arbitration and Mediation Services, Inc. (a/k/a JAMS) or its successor ("***JAMS***") for the resolution thereof, and such arbitration shall be the sole and exclusive method for resolving the Disputes. The arbitration shall be binding, final, and confidential. **Each Party acknowledges and agrees that he/she/it is waiving the right to a trial by jury or to participate as the member of a class in any purported class action proceeding.**
- b. **Arbitration Rules.** The arbitration shall be conducted before a single arbitrator under the then-current JAMS Comprehensive Arbitration Rules & Procedures (the "***JAMS Rules***"), as supplemented by the Federal Rules of Civil Procedure and the Federal Rules of Evidence if and where applicable as a gap-filler. If there is any conflict between a provision of the JAMS Rules, the Federal Rules of Civil Procedure, the Federal Rules of Evidence, or this Agreement, then the conflicting provision of this Agreement shall control and govern over the JAMS Rules, the Federal Rules of Civil Procedure and the Federal Rules of Evidence, and the JAMS Rules shall control and govern over the Federal Rules of Civil Procedure and the Federal Rules of Evidence. The construction, interpretation, and enforcement of this Section 23 is governed by the Federal Arbitration Act, 9 U.S.C. §§ 1 *et seq.*
- c. **Arbitration Process, Location, and Procedures.** The Party initiating the arbitration proceeding shall serve a written notice of arbitration on the other Party in accordance with the JAMS Rules. The arbitration shall be held in Travis County, Texas, United States of America. The arbitration shall be conducted in the English language. The arbitrator shall be selected in accordance with the JAMS Rules, unless otherwise agreed to by the

parties to the arbitration. All issues or questions concerning either the scope of this arbitration clause or the arbitrability of any of the Disputes shall be referred to and finally decided by the arbitrator. The arbitrator may construe or interpret, but shall not vary or ignore, the terms and conditions of this Agreement and shall be bound by applicable law.

- d. Arbitration Decisions and Awards. The arbitrator shall render a written final decision on the subject Dispute as soon as practicable and, in any event, not more than forty-five (45) calendar days after the close of evidence and briefing. The arbitrator's decision shall be written, shall be in accordance with applicable law, and shall be supported by written findings of fact and conclusions of law setting forth the basis for his/her decision. The arbitrator shall have no authority to award punitive, exemplary, or consequential damages, unless such an award is authorized by applicable law. The arbitrator shall have the authority to award attorney fees and expenses if such an award is permitted under this Agreement or applicable law. Subject to any applicable rights of appeal, the final decision of the arbitrator shall be binding and conclusive upon all of the Parties who have been served with proper written notice of the arbitration proceeding as required by this Section 23. Judgment on any award rendered by the arbitrator may be confirmed in any state or federal court having jurisdiction thereof that is located in the State of Texas, United States of America, and may be entered in and enforced by any domestic, foreign, or international court having appropriate subject matter jurisdiction. Any decision, judgment, ruling, finding, award, or other determination of the arbitrator and any information disclosed in the course of any arbitration hereunder shall be kept confidential by the Parties, and any court order to enforce the decision, judgment, ruling, finding, award, or other determination of the arbitrator shall be filed under seal.
- e. Arbitration Fees and Expenses. JAMS's administrative and filing fees, the arbitrator's fees and expenses and all other fees and expenses charged by JAMS and/or the arbitrator to administer or conduct the arbitration shall be shared equally among all parties to the arbitration; *provided*, that the prevailing party of the arbitration may recover an award of its share of such fees and expenses if such an award is permitted under this Agreement or applicable law.
- f. Litigation: Waiver. In the event a particular Dispute is not subject to arbitration (whether by decision of an arbitrator with binding authority, or otherwise according to this Agreement or applicable law), each Party hereby irrevocably submits to the exclusive personal jurisdiction and venue of the state courts of Travis County, Texas, United States of America and the United States federal courts in the Western District of Texas, Austin Division, for the litigation of said Dispute, and covenant and agree that neither of the foregoing is an inconvenient venue or forum.
- g. Waiver of Jury Trial and Class Action. **REGARDLESS OF WHETHER A PARTICULAR DISPUTE IS SUBJECT TO ARBITRATION OR LITIGATION, AND TO THE FULLEST**

EXTENT PERMITTED BY LAW, EACH PARTY DOES HEREBY WAIVE HIS/HER/ITS RIGHT TO A TRIAL BY JURY, TO PARTICIPATE AS THE MEMBER OF A CLASS IN ANY PURPORTED CLASS ACTION OR OTHER PROCEEDING, OR TO NAME UNNAMED MEMBERS IN ANY PURPORTED CLASS ACTION OR OTHER PROCEEDING.

24. **Notice.** Unless otherwise expressly stated in this Agreement, Company may give or deliver all other notices to you by means of a general notice posted on this or another page of the Platform or by email to your email address as you may provide to Company on or through the Platform, and such notices shall be deemed effective as of their stated effective dates.

25. **Relationship.** In no event shall this Agreement, the performance of a Party's rights or obligations under this Agreement, the Platform, or a Party's access or use of the Platform or the Services create any type of fiduciary, franchise, agency, employment, independent contractor, partnership, or joint venture relationship between you and Company.

26. **Additional Considerations for Apple App Store.** The following addresses certain matters with respect to Apple Inc. ("**Apple**") and/or the "Usage Rules" set forth in [Apple's App Store Terms and Conditions](#) as of the effective date hereof ("**Apple's Usage Rules**"):

a. The Parties hereby acknowledge that: (i) this Agreement is between the Parties only and not with Apple, (ii) Apple is not responsible for the Platform or the content thereof, (iii) Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the Platform, (iv) Apple is not responsible for addressing any claims that you or any third party have or may have relating to the Platform or your possession and/or use of the Platform, including without limitation (A) product liability claims, (B) any claim that the Platform fails to conform to any applicable legal or regulatory requirement, (C) claims arising under consumer protection or similar legislation, and (D) intellectual property infringement claims; and (v) this Agreement's usage rules for the Platform are not intended to be less restrictive than Apple's Usage Rules.

b. If you download, access, or use the Platform from or through Apple's App Store, then the limited license granted to you hereunder with respect to the Platform (see [Section 6\(a\)](#) above) is hereby amended to add the following restriction: you may not use the Platform on any device other than the Apple-brand device that you own or control and through which you downloaded, have accessed, and have used the Platform in any manner that is contrary to Apple's Usage Rules.

27. **Miscellaneous.**

a. **Electronic Signatures.** If your acceptance of this Agreement is further evidenced by your affirmative assent to the same (e.g., by a "check the box" acknowledgment procedure),

then that affirmative assent is the equivalent of your electronic signature to this Agreement. However, for the avoidance of doubt, your electronic signature is not required to evidence or facilitate your acceptance and agreement to this Agreement, as you agree that the conduct described in this Agreement as relating to your acceptance and agreement to this Agreement alone suffices.

- b. No Waiver. No failure or delay to exercise any right, remedy, power, or privilege arising from or in connection with this Agreement will operate or be construed as a waiver thereof, except as otherwise expressly stated in this Agreement. Any waiver authorized on one occasion is effective only in that instance and only for the purpose stated and does not operate as a waiver on any future occasion.
 - c. Assignment and Delegation. You shall not assign, delegate, or otherwise transfer any of your rights or obligations under this Agreement without Company's prior written consent in each instance.
 - d. Construction and Interpretation. This Agreement shall be construed to have been drafted by all of the Parties, so that any rule of construction or interpretation that construes or interprets ambiguities against the drafter shall have no force or effect.
 - e. Headings. Section headings are inserted in this Agreement for reference and convenience only and shall not interpret, define, limit, or describe the scope, intent, terms, or conditions of this Agreement.
 - f. Severability. If any term or condition of this Agreement is deemed invalid or unenforceable by the arbitrator or (if applicable) a court of law with binding authority, then the remaining terms and conditions shall not be affected and said arbitrator or court of law shall reform the invalidated or unenforceable term or condition to the maximum extent permitted under the law and consistent with the intent of this Agreement.
 - g. Entire Agreement. This Agreement, together with those additional terms, conditions, and policies referenced herein and/or made available herein by hyperlink (including the Platform's Privacy Policy), constitutes the entire agreement and understanding between the Parties with respect to the subject matter hereof, supersedes any prior agreements and understandings, if any, between the Parties with respect to such subject matter, and shall inure to the benefit of and be binding upon the Parties and their respective successors and assigns.
28. **Contact Us**. Please direct any questions you may have about the Platform or this Agreement to info@studenthustle.app with a subject line of "Website Question". The foregoing contact information may change from time to time by supplementation, amendment, or modification of this Agreement.