

**TERMS OF USE FOR SIDE GIG, LLC
RESTAURANT AND PRIVATE EVENT ORGANIZER (“STAFFER”) USER
AGREEMENT**

THIS AGREEMENT CONTAINS A BINDING ARBITRATION PROVISION THAT REQUIRES DISPUTES TO BE ARBITRATED ON AN INDIVIDUAL BASIS, AND PROHIBITS CLASS ACTION CLAIMS AND YOUR RIGHT TO A JURY TRIAL. SECTION 8 OF THESE TERMS OF USE AFFECTS HOW DISPUTES BETWEEN YOU AND SIDE GIG, LLC ARE RESOLVED. BY ACCEPTING THESE TERMS OF USE, YOU AGREE TO BE BOUND BY THAT ARBITRATION PROVISION AND THE FOLLOWING TERMS AND PROVISIONS:

BY CLICKING TO ACCEPT OR AGREE TO THE TERMS WHEN THIS OPTION IS MADE AVAILABLE TO YOU, YOU AGREE TO BE BOUND BY THESE TERMS, WHICH INCLUDE THE SIDE GIG PRIVACY POLICY (<https://www.sidegigworks.com/docs/privacy-policy-2019-06-04.pdf>) AND ALL OTHER POLICIES, RULES, GUIDELINES, TERMS AND CONDITIONS ESTABLISHED FOR USE OF THE APPLICATION AS SET FORTH THEREIN, WHICH ARE INCORPORATED BY REFERENCE. THESE TERMS ESTABLISH A CONTRACTUAL RELATIONSHIP BETWEEN YOU AND SIDE GIG (“SIDE GIG”). IF YOU DO NOT AGREE TO THESE TERMS, YOU MAY NOT ACCESS OR USE THE SERVICES. THESE TERMS EXPRESSLY SUPERSEDE PRIOR AGREEMENTS OR ARRANGEMENTS WITH YOU. SIDE GIG MAY IMMEDIATELY TERMINATE THESE TERMS OR ANY SERVICES WITH RESPECT TO YOU, OR GENERALLY CEASE OFFERING OR DENY ACCESS TO THE SERVICES OR ANY PORTION THEREOF, AT ANY TIME FOR ANY REASON.

IN THE FOLLOWING TERMS AND CONDITIONS THESE DEFINITIONS APPLY:

TERMS OF USE – Terms of Use are the following provisions, which you agree to be bound by in order to obtain use of our service.

STAFFERS – A Staffer is anyone who posts a gig on our marketplace. Staffers agree to conduct themselves in accordance with our Terms of Use.

SIDE GIG APP – The Side Gig App is the actual software program that you download from the Apple or Google Store, which is subject to our Terms of Use and Privacy Policy.

SIDE GIG, LLC MARKETPLACE – The MarketPlace is where all Staffers and Gigsters can post and accept gigs.

RESTAURANT – The Term Restaurant shall be used in these Terms and conditions to mean anyone that is subject to Title 45 of the South Carolina Code of Laws and shall also apply to lunch counters and cafes.

HOSPITALITY BUSINESS – Hospitality Business shall mean any business that is subject to Title 45 of the South Carolina Code of Laws.

GIGSTERS - A gigster is a third party provider who has been approved by Side Gig, LLC to participate in the market place based on certain criteria. Gigsters are subject to Terms of Use for Side Gig, LLC Professional User Agreement. We are not responsible for verification of Gigster information. Staffers should use their own judgment and extreme caution when using a gigster. Gigsters are not employees of Side Gig, LLC. Gigsters are subject are temporary laborers that participate in the market place on a voluntary basis.

GIG – A gig is a temporary job posted by a staffer.

SERVICES – Services are those provided by Gigsters

APPLICATION SERVICES – Application Services are the services provided by Side Gig, LLC and the Side Gig App which give users access to the MarketPlace and are subject to the terms and conditions herein.

AUTHORIZED USE- Authorized use is only use that is subject to these terms and conditions.

MARKETPLACE STAFFER ACCOUNT – Is an account created by a staffer in order to posts gigs.

1. CONTRACTUAL RELATIONSHIP

These Terms of Use ("Terms") govern your access of this application and how you, as a restaurant operator or private event organizer (hereinafter operators and organizers will be referred to as "Staffers") may use the Side Gig App and/or Software as defined in this agreement. By accepting these Terms, you represent and warrant that you are authorized to agree to these Terms on behalf of your restaurant or as a private event organizer and that you are able to bind your Restaurant or client to these Terms for which you are both personally and severally liable.

By agreeing to these terms you are representing that you are an independent company in the restaurant and/or hospitality business, and you are authorized to conduct your business in the state(s) or jurisdiction(s) in which you operate.

By accepting these terms you represent to Side Gig, LLC the following: 1) that you desire to enter into these Terms for the purpose of accessing the Side Gig, LLC marketplace in order to and for the purposes of obtaining a Gigster to fill a GIG.

Supplemental terms and conditions may apply to certain Services, such as policies for a particular event, activity or promotion, and such supplemental terms will be disclosed to you and you must accept such supplemental terms in order to receive the applicable

Service(s). Such supplemental terms are in addition to, and shall be deemed a part of, these Terms for the purposes of the applicable Service(s). Supplemental terms shall prevail over these Terms in the event of a conflict with respect to the applicable Services.

Side Gig may amend the Terms related to the Services from time to time. Amendments will be effective upon Side Gig's posting of such updated Terms at this location or the amended policies or supplemental terms on the applicable Service(s). Your continued access or use of the Services after such posting constitutes your consent to be bound by the Terms, as amended.

2. APPLICATION SERVICES

The Application Services provided by this app cover your authorized use of the Side Gig, LLC's Marketplace place that enables users of Side Gig, LLC's mobile application, or websites (the "*Side Gig App*") wherein you are able to arrange and schedule as a Staffer for services provided by Gigsters.

YOU ACKNOWLEDGE THAT SIDE GIG, LLC ITSELF DOES NOT PROVIDE SERVICES AND THAT SERVICES ARE PROVIDED BY GIGSTERS PURSUANT TO THESE TERMS OF USE.

2.1 LICENSE

Subject to your compliance with these Terms, Side Gig grants you a limited, non-exclusive, non-sub licensable, revocable, non-transferrable license to: (i) access and use the Side Gig App on your personal or professional devices solely in connection with your use of the Services; and (ii) access and use any content, information and related materials that may be made available through the Services, in each case solely in connection with your use of the Services. Side Gig, LLC and/or Side Gig, LLC's licensors, reserve any rights not expressly granted herein.

2.2 RESTRICTIONS

You may not: (i) remove any copyright, trademark or other proprietary notices from any portion of the Services; (ii) reproduce, modify, prepare derivative works based upon this application or its contents, distribute, license, lease, sell, resell, transfer, publicly display, publicly perform, transmit, stream, broadcast or otherwise exploit the Services except as expressly permitted by Side Gig; (iii) decompile, reverse engineer or disassemble the Services except as may be permitted by applicable law; (iv) link to, mirror or frame any portion of the Services; (v) cause or launch any programs or scripts for the purpose of scraping, indexing, surveying, or otherwise data mining any portion of the Services or unduly burdening or hindering the operation and/or functionality of any aspect of the Services; or (vi) attempt to gain unauthorized access to or impair any aspect of the Services or its related systems or networks.

2.3 THIRD PARTY SERVICES AND CONTENT

When you use the Application Services it is possible that it may be made available or accessed in connection with a third party service advertisement, or payment that Side Gig does not control. You acknowledge that different terms of use and privacy policies may apply to your use of those third-party services and content. Side Gig, LLC has no control over third-party services and content and in no event shall Side Gig, LLC be responsible or liable for any interactions you may have with or any products or services you may receive from such third party providers.

2.4 OWNERSHIP

The Application Services and all rights therein are and shall remain Side Gig, LLC's property or the property of Side Gig's licensors. Neither these Terms nor your use of the Services convey or grant to you any rights: (i) in or related to the Services except for the limited license granted above; or (ii) to use or reference in any manner Side Gig's company names, logos, product and service names, trademarks or services marks or those of Side Gig's licensors.

3. YOUR USE OF THE APPLICATION SERVICES

3.1 ELIGIBILITY

You, as a user of the Application Services represent and warrant that you are at least eighteen (18) years of age, that you have never been convicted of a felony, and that you have the right, authority, and capacity to enter into this agreement and comply with all terms and conditions of the Terms of Use. We make an effort to advertise to individuals who are at least eighteen (18) years of age or older and will not knowingly collect any information from children under the age of thirteen (13). We are not responsible for any misrepresentations related to user's age and reserve the right to terminate the account of any user whom we believe has provided false information to us or to any other users.

3.2 USER ACCOUNTS

In order to use the Application Services, you must register for and maintain an active Marketplace Staffer account ("*Account*"). Account registration requires you to submit to Side Gig, LLC certain personal information, such as your name, company name, address, and phone number, as well as valid credit card or ACH payment method. You agree to maintain accurate, complete, and up-to-date information in your Account. Your failure to maintain accurate, complete, and up-to-date Account information, including having an invalid or expired payment method on file, may result in your inability to access and use the Services or Side Gig's termination of these Terms with you. You are responsible for all activity that occurs under your Account, and you agree to maintain the security and secrecy of your Account username and password at all times. Unless otherwise permitted by Side Gig, LLC in writing, you may only possess one Account per person.

3.3 USER REQUIREMENTS AND CONDUCT

You may not authorize third parties to use your Account. You may not assign or otherwise transfer your Account to any other person or entity. You agree to comply with all applicable

laws when using the Services, and you may only use the Services for lawful purposes. You will not in your use of the Services cause nuisance, annoyance, inconvenience, or property damage, whether to a Gigster, to the Side Gig Marketplace or to any other party. In certain instances, you may be asked to provide proof of identity to access or use the Services, and you agree that you may be denied access to or use of the Services if you refuse to provide proof of identity.

You may not post violent, nude, partially nude, discriminatory, unlawful, infringing, hateful, pornographic or sexually suggestive photos or other content via the Application Service.

3.4 TEXT MESSAGING

By creating an Account, you give **express consent** that the Services may send you informational text (SMS) messages as part of the normal business operation of your use of the Services and that use of SMS is necessary to utilize the Services. When you create an account, we will send you an SMS message to confirm your sign-up. You can cancel the SMS service at any time by replying "**STOP**" in the text message you received. After you send the SMS message "**STOP**" to us, we will send you an SMS message to confirm that you have been unsubscribed. After this, you will no longer receive SMS messages from us. If you want to join again, just sign up as you did the first time and we will start sending SMS messages to you again.

If at any time you forget what keywords are supported, just reply "**HELP**" to the text message you received. After you send the SMS message "**HELP**" to us, we will respond with instructions on how to use our service as well as how to unsubscribe. **Message and data rates may apply for any messages sent to you from us and to us from you.** Message frequency depends on your use of the Services. If you have any questions about your text plan or data plan, please contact your wireless provider.

3.5 PROMOTIONAL CODES

Side Gig may, in Side Gig's sole discretion, create promotional codes that may be redeemed for Account credit, or other features or benefits related to the Services and/or a Gigster's services, subject to any additional terms that Side Gig establishes on a per promotional code basis ("Promo Codes"). You agree that Promo Codes: (i) must be used for the intended audience and purpose, and in a lawful manner; (ii) may not be duplicated, sold or transferred in any manner, or made available to the general public (whether posted to a public form or otherwise), unless expressly permitted by Side Gig; (iii) may be disabled by Side Gig at any time for any reason without liability to Side Gig; (iv) may only be used pursuant to the specific terms that Side Gig establishes for such Promo Code; (v) are not valid for cash; and (vi) may expire prior to your use. Side Gig reserves the right to withhold or deduct credits or other features or benefits obtained through the use of Promo Codes by you or any other user in the event that Side Gig determines or believes that the use or redemption of the Promo Code was in error, fraudulent, illegal, or in violation of the applicable Promo Code terms or these Terms.

3.5 NETWORK ACCESS AND DEVICES

You are responsible for obtaining network access necessary to use the Services. Your mobile network's data and messaging rates and fees may apply if you access or use the Services from a wireless-enabled device. You are responsible for acquiring and updating compatible hardware or devices necessary to access and use the Application Services and the Side Gig App and any updates thereto. Side Gig, LLC does not guarantee that the Application Services, or any portion thereof, will function on any particular hardware or devices. In addition, the Services may be subject to malfunctions and delays inherent in the use of the Internet and other electronic communications.

4. YOUR RELATIONSHIP WITH GIGSTERS

You acknowledge and agree that your arranging and obtaining of Services from a Gigster creates a direct business relationship between you and that Gigster, and your interactions and dealings with such Gigster are solely between you and such Gigster. Gigsters are independent contractors and are not employees of Side Gig, LLC. Side Gig, LLC is not responsible or liable for the actions or inactions of any Gigster in relation to use of the Application Services.

SIDE GIG, LLC requires all Staffers to obtain and maintain a valid and sufficient Occupational Accident Insurance ("OAI") policy. However, Side Gig, LLC will not be responsible for any Staffers failure to comply with this requirement. Staffers shall have the sole responsibility for any obligations or liabilities to Gigsters or other third parties that arise from your arranging and obtaining services. You acknowledge and agree that you are solely responsible for taking such precautions as may be reasonable and proper for a Staffer that intends on using temporary labor, which may include maintaining adequate insurance that meets the requirements of all applicable laws regarding any acts or omissions of a Staffer or Gigster or any other third party. This includes your direct responsibility for any form of workers compensation required by your state for the use of temporary labor.

5. PAYMENT

5.1 CHARGES

You understand that use of the Services may result in charges to you for the Services you receive from a Gigster ("*Charges*"). These charges are due once you have posted a gig and accepted a gigster for the evening. After you have received services obtained through your use of the Application Service, Side Gig will NOT facilitate your payment to the payment that is due to the Gigster. Staffers must facilitate payment to be made directly by you to the Gigster. Charges paid by you are final and non-refundable, unless otherwise determined by Side Gig. You retain the right to a rate of pay with a Gigster prior to the event for services that will be received by you from any such Gigster(s) at the time you receive such services. Side Gig will respond accordingly to any request from a Gigster to modify the Charges for a particular service. Once you have employed a gigster, you are responsible for making payment to that gigster and you agree to hold harmless Side Gig, LLC for your failure to make timely payment in accordance with laws of South Carolina.

As between you and Side Gig, Side Gig reserves the right to establish, remove and/or revise Charges for any or all Restaurant Services obtained through the use of the Services at any time in Side Gig's sole discretion. Side Gig will use reasonable efforts to inform you of Charges that may apply, provided that you will be responsible for Charges incurred under your Account regardless of your awareness of such Charges or the amounts thereof. Side Gig may from time to time provide certain users with promotional offers and discounts that may result in different amounts charged for the same or similar services obtained through the use of the Services, and you agree that such promotional offers and discounts, unless also made available to you, shall have no bearing on your use of the Services or the Charges applied to you. You may elect to cancel your request for restaurant services from a Gigster at any time prior to such Gigster's arrival, in which case you may be charged a cancellation fee, in accordance with Side Gig's then current cancellation policy. The current cancellation policy requires 24-hour notice prior to the Gig to cancel.

5.2 SERVICE CHARGES

In consideration of Side Gig's provision of the Side Gig Services for your use and benefit hereunder, you agree to pay Side Gig a service charge on a per transaction basis calculated as a percentage of the Gigster's compensation for a particular event or by flat fee – whichever method is employed by Side Gig (regardless of any alternately negotiated Charges), as provided or otherwise made available by Side Gig from time to time ("Service Charge"). Side Gig reserves the right to change the Service Charge at any time in its sole discretion, and Side Gig will provide you with notice in the event of such change. Continued use of the Side Gig Services after any such change in the Service Charge calculation shall constitute your consent to such change.

5.3 PLACEMENT FEES

In the event that you hire a Gigster as an employee within sixty (60) days after last receiving Restaurant Services arranged via the Side Gig Services from such Gigster, you agree to promptly notify Side Gig of such hire and pay Side Gig the then-current placement fee ("Placement Fee") within ten (10) days of the date such Gigster commences employment. You can find the current Placement Fee Schedule at www.SideGig.com/schedule

5.4 PAYMENT METHODS

All Charges and Service Fees are due immediately and payment will be facilitated by Side Gig using the preferred payment method designated in your Account, after which Side Gig will send you a report by email. If your primary Account payment method is determined to be expired, invalid or otherwise not able to be charged, you agree that Side Gig may, as the Gigster's limited payment collection agent, use a secondary payment method in your Account, if available. In the event that there are unpaid or past due amounts for Charges, Services Fees, or Placement Fees associated with your account, you must pay a finance charge of the lesser of 1.5% per month or the maximum amount permitted by law on such outstanding balances, plus all expenses of collection, including reasonable attorneys' fees.

6. DISCLAIMERS; LIMITATION OF LIABILITY; INDEMNITY.

6.1 DISCLAIMER

THE SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE." SIDE GIG (ON BEHALF OF ITSELF, ITS LICENSORS, AND THE GIGSTERS) DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS, IMPLIED, OR STATUTORY, NOT EXPRESSLY SET OUT IN THESE TERMS, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. IN ADDITION, SIDE GIG (ON BEHALF OF ITSELF, ITS LICENSORS, AND THE GIGSTERS) MAKES NO REPRESENTATION, WARRANTY, OR GUARANTEE REGARDING THE RELIABILITY, TIMELINESS, QUALITY, SUITABILITY, OR AVAILABILITY OF THE SERVICES OR ANY RESTAURANT SERVICES REQUESTED THROUGH THE USE OF THE SERVICES, OR THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE. SIDE GIG DOES NOT GUARANTEE THE QUALITY, SUITABILITY, SAFETY OR ABILITY OF GIGSTERS OR THE RESTAURANT SERVICES THEY PROVIDE. YOU AGREE THAT THE ENTIRE RISK ARISING OUT OF YOUR USE OF THE SERVICES, AND ANY RESTAURANT SERVICE REQUESTED IN CONNECTION THEREWITH, REMAINS SOLELY WITH YOU, TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW.

6.2 NO SERVICE GUARANTEE

SIDE GIG AND ITS LICENSORS DO NOT GUARANTEE THE AVAILABILITY OR UPTIME OF THE SERVICES OR THE SIDE GIG APP. YOU ACKNOWLEDGE AND AGREE THAT THE SERVICES OR THE SIDE GIG APP MAY BE UNAVAILABLE AT ANY TIME AND FOR ANY REASON (e.g., DUE TO SCHEDULED MAINTENANCE OR NETWORK FAILURE). FURTHER, THE SERVICES OR THE SIDE GIG APP MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS, AND SIDE GIG ARE NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGES, LIABILITIES OR LOSSES RESULTING FROM SUCH PROBLEMS.

6.3 LIMITATION OF LIABILITY

NEITHER SIDE GIG, ITS LICENSORS, NOR THE GIGSTERS SHALL BE LIABLE UNDER OR RELATED TO THESE TERMS FOR ANY OF THE FOLLOWING, WHETHER BASED ON CONTRACT, TORT OR ANY OTHER LEGAL THEORY, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES: (i) ANY INCIDENTAL, PUNITIVE, SPECIAL, EXEMPLARY, CONSEQUENTIAL, OR OTHER INDIRECT DAMAGES OF ANY TYPE OR KIND; OR (ii) LOSS OR INACCURACY OF DATA, OR LOSS OF BUSINESS, REVENUE, PROFITS, USE OR OTHER ECONOMIC ADVANTAGE. THIS LIMITATION OF LIABILITY INCLUDES ANY OF THE FOREGOING TYPES OF DAMAGES ARISING FROM YOUR ACCESS OR USE OF THE SERVICES OR ANY RESTAURANT SERVICES PROVIDED BY GIGSTERS. SIDE GIG'S SERVICES MAY BE USED BY YOU TO REQUEST AND SCHEDULE RESTAURANT SERVICES WITH GIGSTERS, BUT YOU AGREE THAT SIDE GIG HAS NO RESPONSIBILITY OR LIABILITY TO YOU RELATED TO ANY RESTAURANT SERVICES PROVIDED TO YOU BY GIGSTERS OTHER THAN AS EXPRESSLY SET FORTH IN THESE TERMS.

IN NO EVENT SHALL THE TOTAL LIABILITY OF SIDE GIG OR ITS LICENSORS TO YOU EXCEED FIVE HUNDRED DOLLARS (\$500.00).

THE LIMITATIONS AND DISCLAIMER IN THIS SECTION DO NOT PURPORT TO LIMIT LIABILITY OR ALTER YOUR RIGHTS THAT CANNOT BE EXCLUDED UNDER APPLICABLE LAW.

6.4 Indemnity

You agree to indemnify, defend, and hold harmless Side Gig and its officers, directors, agents, investors, and employees from and against all past, present, and future claims, causes of action, demands, lawsuits, actions, liabilities, losses, expenses, obligations or damages of every kind and nature (including personal injuries, death and property damage) or other demand of liability of any kind (including attorneys' fees) and costs incurred by us in connection with any claim, cause of action, demand, lawsuit or action by a third party arising directly or indirectly out of or in any way connected with a) the Services, b) your failure to comply with the Terms of Use in any way, c) your submission of materials or content on the Services, d) any other activity in which you engage on or through or because of the Services, and e) any third-party claims, including, without limitation, those of any users or your interaction with any other user. You further agree that you will reasonably cooperate in the defense of any such claims. Side Gig reserves the right to select its own legal counsel to represent its interests and you agree to reimburse Side Gig for its attorneys' fees and costs immediately upon request as they are incurred. You agree not to settle any such claim without the prior written consent of Side Gig. The obligations described in this section shall include indemnifying and holding harmless Side Gig from and against losses incurred in enforcing this section.

7. DISPUTE RESOLUTION

7.1 Arbitration

You agree that any dispute, claim or controversy arising out of or relating to these Terms or the breach, termination, enforcement, interpretation or validity thereof or the use of the Services (collectively, "*Disputes*") will be settled by binding arbitration between you and Side Gig, except that each party retains the right to bring an individual action in small claims court and the right to seek injunctive or other equitable relief in a court of competent jurisdiction to prevent the actual or threatened infringement, misappropriation or violation of a party's copyrights, trademarks, trade secrets, patents or other intellectual property rights. You acknowledge and agree that you and Side Gig are each waiving the right to a trial by jury or to participate as a plaintiff or class in any purported class action or representative proceeding. Further, unless both you and Side Gig otherwise agree in writing, the arbitrator may not consolidate more than one person's claims and may not otherwise preside over any form of any class or representative proceeding. If this specific paragraph is held unenforceable, then the entirety of this "Dispute Resolution" section will be deemed void. Except as provided in the preceding sentence, this "Dispute Resolution" section will survive any termination of these Terms.

7.2 Arbitration Rules and Governing Law

The arbitration will be administered by the Judicial Arbitration & Mediation Services ("*JAMS*") in accordance with the Arbitration Rules and Procedures then in effect (the "*JAMS Rules*"), except as modified by this "Dispute Resolution" section. The Federal Arbitration Act will govern the interpretation and enforcement of this section.

7.3 Arbitration Process

A party who desires to initiate arbitration must provide the other party with a written Demand for Arbitration. The arbitrator will be either a retired judge or an attorney licensed to practice law in the state of South Carolina and will be selected by the parties. If the parties are unable to agree upon an arbitrator within seven (7) days of delivery of the Demand for Arbitration, then the arbitrator shall be selected on an expedited basis in accordance with the Arbitration Rules and Procedures of *JAMS*.

7.4 Arbitration Location and Procedure

Unless you and Side Gig otherwise agree, the arbitration will be conducted in the county where you reside. If your claim does not exceed \$10,000, then the arbitration will be conducted solely on the basis of documents you and Side Gig submit to the arbitrator, unless you or SideGig request a hearing or the arbitrator determines that a hearing is necessary. If your claim exceeds \$10,000, your right to a hearing will be determined by the

JAMS Rules. Subject to the JAMS Rules, the arbitrator will have the discretion to direct a reasonable exchange of information by the parties, consistent with the expedited nature of the arbitration.

7.5 Arbitrator's Decision

The arbitrator will render an award within the time frame specified in the JAMS Rules. The arbitrator's decision will include the essential findings and conclusions upon which the arbitrator based the award. Judgment on the arbitration award may be entered in any court having jurisdiction thereof. The arbitrator's award damages must be consistent with the terms of the "Limitation of Liability" section above as to the types and the amounts of damages for which a party may be held liable. The arbitrator may award declaratory or injunctive relief only in favor of the claimant and only to the extent necessary to provide relief warranted by the claimant's individual claim. If you prevail in arbitration you will be entitled to an award of attorneys' fees and expenses, to the extent provided under applicable law. Side Gig will not seek, and hereby waives all rights Side Gig may have under applicable law to recover, attorneys' fees and expenses if Side Gig prevail in arbitration.

7.6 Fees

Your responsibility to pay any JAMS filing, administrative and arbitrator fees will be solely as set forth in the JAMS Rules. However, if your claim for damages does not exceed \$75,000, Side Gig will pay all such fees unless the arbitrator finds that either the substance of your claim or the relief sought in your Demand for Arbitration was frivolous or was brought for an improper purpose (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)).

8. OTHER PROVISIONS

8.1 Choice of Law

These Terms are governed by and construed in accordance with the laws of the State of South Carolina, U.S.A., without giving effect to any conflict of law principles.

8.2 Notice

Side Gig may give notice by means of a general notice on the Services, electronic mail to your email address in your Account, or by written communication sent by first class mail or pre-paid post to your address in your Account. Such notice shall be deemed to have been given upon the expiration of 48 hours after mailing or posting (if sent by first class mail or pre-paid post) or 12 hours after sending (if sent by email). You may give notice to Side Gig, with such notice deemed given when received by Side Gig, at any time by first class mail, pre-paid post, or electronic mail to Side Gig, LLC, 2236 Bailey Drive North Charleston, South Carolina 29405 or feedback@sidegigworks.com.

8.3 General

You may not assign these Terms without Side Gig's prior written approval. Side Gig may transfer, assign, or delegate these Terms and its rights and obligations without your consent. Any purported assignment in violation of this section shall be void. No joint venture, partnership, employment, or agency relationship exists between you, Side Gig or any Gigster as a result of these Terms or use of the Services. If any provision of these Terms is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall be enforced to the fullest extent under law. Side Gig's failure to enforce any right or provision in these Terms shall not constitute a waiver of such right or provision unless acknowledged and agreed to by Side Gig in writing. All applicable terms and conditions provided for in TERMS OF USE AGREEMENT FOR SIDE GIG, LLC – INDEPENDENT CONTRACTOR (“GIGSTER”) USER AGREEMENT are also applicable to staffers. If you do not agree to all terms and conditions, then you cannot use this app. Please read the following agreement.