

PropertyPals Terms of Service

Last Modified: June 16, 2025

These Terms of Service ("Terms") are entered into between PropertyPals Solutions, Inc. ("PropertyPals," "we," or "us") and the Customer ("you" or "Landlord") who uses our services. These Terms govern your use of the PropertyPals platform, including all websites, mobile applications, tools, and associated services (collectively, the "Platform"). By using the Platform, you agree to these Terms.

1. Services

PropertyPals is a service platform that connects independent contractors ("Contractors") with landlords who require property maintenance and repair services ("Services"). The Platform enables job request creation, quote approvals, appointment coordination, and payment processing. PropertyPals is not a general contractor and does not perform maintenance services directly.

2. Eligibility and Compliance

By using the Platform, you affirm that you are authorized to act on behalf of the property owner or entity and that you will comply with all applicable laws and regulations. You are responsible for ensuring that your use of the Services complies with any local laws, including those concerning contractor licensure and access to rental units.

3. Fees and Payments

You agree to pay all fees related to Services performed by Contractors as outlined in approved quotes. All payments must be made through our third-party payment processor, Stripe. Fees may include platform service charges. PropertyPals is not responsible for transaction errors caused by third-party systems. Late payments may incur interest and penalties, as outlined in the quote or invoice.

4. Relationship with Contractors

All Contractors are independent professionals who operate as separate legal entities. PropertyPals does not supervise, direct, or control Contractor work. You acknowledge and agree that:

- PropertyPals does not guarantee the quality, safety, legality, or availability of any Contractor or their services.
- You are responsible for evaluating and approving any quote before work begins.
- You assume full responsibility for supervising the job and addressing any performance disputes directly with the Contractor.

5. No Liability for Contractor Performance

PropertyPals shall not be liable for:

- Any property damage, personal injury, or losses caused by Contractor services;
- Any failure by Contractors to complete a job;
- Any disputes, negligence, delays, or licensing issues involving Contractors.
You release PropertyPals from all claims related to Contractor performance.

6. Job Workflow and Quote Acceptance

Maintenance jobs must be initiated via the Platform. Once a quote is submitted, you may review and approve or reject it. Approval constitutes a binding agreement between you and the Contractor. Contractors may request inspections before quoting. Once a job is scheduled, you are responsible for ensuring tenant and property access.

7. Platform Access and Use

You may be required to create an account to use the Platform. You are responsible for maintaining the confidentiality of your login credentials and for all activity under your account. You agree not to:

- Use the Platform for any unlawful purpose;
- Attempt to reverse engineer or copy the Platform;
- Circumvent the Platform by hiring Contractors off-platform for PropertyPals-related jobs.

8. Intellectual Property

All intellectual property related to the Platform, including logos, content, and technology, is owned by PropertyPals. You receive a limited, non-exclusive license to use the Platform during the term of your agreement.

9. Onboarding and Support

We may provide optional onboarding support or training to help you use the Platform. PropertyPals is not responsible for technical limitations caused by your internet access, hardware, or software.

10. Termination and Suspension

We may suspend or terminate your access to the Platform at any time, for any reason, including violation of these Terms. You may terminate your use at any time by ceasing to use the Platform. Outstanding payments and indemnity obligations survive termination.

11. Disclaimer of Warranties

THE PLATFORM AND SERVICES ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY

KIND. PROPERTYPALS DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. USE THE PLATFORM AT YOUR OWN RISK.

12. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY LAW, PROPERTYPALS SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, OR FOR LOSS OF PROFITS, DATA, OR GOODWILL. OUR TOTAL LIABILITY SHALL NOT EXCEED THE AMOUNT OF FEES PAID TO PROPERTYPALS BY YOU IN THE 6 MONTHS PRIOR TO THE CLAIM.

13. Indemnification

You agree to indemnify and hold harmless PropertyPals and its officers, directors, employees, and agents from and against any and all claims, damages, obligations, losses, liabilities, or expenses arising out of your use of the Platform or your interactions with Contractors.

14. Dispute Resolution

These Terms are governed by the laws of the State of Delaware. Any disputes shall be resolved exclusively in the courts of Delaware. You waive any objection to jurisdiction or venue in such courts.

15. Changes to Terms

We may update these Terms from time to time. We will post the updated Terms on our Platform and update the "Last Modified" date. Continued use of the Platform after updates constitutes your acceptance of the changes.

16. Miscellaneous

These Terms constitute the entire agreement between you and PropertyPals. If any part is deemed unenforceable, the rest remains in effect. PropertyPals' failure to enforce any right is not a waiver of any rights. You may not assign your rights without our consent. We may assign these Terms at our discretion.