

# Terms of Use

Last Updated: February 15, 2025

**IMPORTANT NOTICE: THIS AGREEMENT CONTAINS A BINDING ARBITRATION PROVISION AND CLASS ACTION WAIVER. IT AFFECTS YOUR LEGAL RIGHTS AS DETAILED IN THE ARBITRATION AND CLASS ACTION WAIVER SECTION BELOW. PLEASE READ CAREFULLY.**

PLEASE READ THE TERMS THOROUGHLY AND CAREFULLY. BY USING THE PLATFORM, YOU AGREE TO BE BOUND BY THESE TERMS. IF YOU DO NOT AGREE TO THESE TERMS, THEN YOU MAY NOT ACCESS OR USE THE PLATFORM.

Welcome to FRAMILES, a technology platform provided by **MDX23 LLC** ("Company," "we," "our," or "us"). These Terms of Use ("Terms") govern your use of FRAMILES, including FRAMILES Green for customers or FRAMILES Pro Orange applications for vendors available on iOS and Android (collectively, the "Platform"). By accessing or using the Platform, you agree to be bound by these Terms. If you do not agree, you may not use the Platform.

## Acceptance of Terms

By using FRAMILES, you acknowledge that you have read, understood, and agree to these Terms, as well as our Privacy Policy. These Terms constitute a legally binding agreement between you and **MDX23 LLC**. The terms "you" and "your" refer to any individual who accesses, uses, or engages with the Platform in any capacity, including their heirs, assigns, and successors. If you are using the Platform on behalf of an organization or entity, you represent and warrant that you have the legal authority to bind that entity to these Terms. In such cases, your acceptance of these Terms constitutes the entity's acceptance, and "you" and "your" shall encompass the entity, along with its directors, officers, employees, and agents. YOU UNDERSTAND AND AUTHORIZE **MDX23 LLC** TO USE YOUR INFORMATION TO OBTAIN BACKGROUND CHECKS, BUSINESS CREDIT CHECKS, AND/OR VERIFY YOUR IDENTITY THROUGH OUR THIRD-PARTY VENDORS AT ANY TIME DURING YOUR USE OF THE PLATFORM.

## Modifications

**MDX23 LLC** reserves the right, at its sole discretion, to modify these Terms and any other referenced documents at any time without prior notice. We will notify you of any changes by posting the updated Terms on the FRAMILES website and may also, at our discretion, notify you via email, platform notifications, or other means when you log into your account.

Modifications will take effect 30 days after the earliest of the following:

- (a) the updated Terms are posted on the Platform;
- (b) **MDX23 LLC** sends you a notification regarding the modifications; or
- (c) you are otherwise informed of the changes when logging into your account.

Your continued use of the Platform after the 30-day period constitutes your acceptance of the modifications. If you do not agree to the updated Terms, you must discontinue use of the Platform.

## Additional Terms and Policies

Please review **MDX23 LLC's Privacy Policy**, which is incorporated herein by reference, for details on how we collect, use, and protect your information. The provision and delivery of text messages by **MDX23 LLC** or our text message service providers are governed by our **SMS Terms and Conditions**, which are expressly incorporated herein.

Additionally, please review the full set of key policies established by **MDX23 LLC** that govern your use of the Platform and our interactions with you and third parties. Certain areas of the Platform or specific products and services may be subject to additional terms and conditions. If there is a conflict between these Terms and the terms or policies specific to an area or product, the latter will take precedence concerning your use of that area or product.

## KEY TERMS

- **"Collective Content"** refers to the combined User Content and **MDX23 LLC** Content.
- **"Content"** encompasses images, music, text, graphics, software, video, audio information, codes, designs, and other materials. This includes, but is not limited to, profile information, FRAMILES Pro Orange requests, quotes, message threads, reviews, scheduling and calendar data, and any other materials available through the FRAMILES Platform.

- **"Consumer"** denotes a User who registers to search for a service on the FRAMILES Platform, seeks FRAMILES Pro Orange Services, books a Service Professional for a FRAMILES Pro Orange Service (or receives a quote), registers for or undergoes a consultation, uses an **MDX23 LLC** platform for home services, or otherwise engages with the FRAMILES Platform to receive, pay for, review, or facilitate FRAMILES Pro Orange Services. Consumers may also be referred to as "customers" on the FRAMILES Platform and in related marketing materials.
- **"Fee"** refers to any charge imposed by **MDX23 LLC** for the use of the FRAMILES Platform.
- **"Platform"** includes all FRAMILES websites, mobile apps, software, video consultations, subscription services, and any other services provided by or through FRAMILES.
- **"Privacy Policy"** refers to **MDX23 LLC's** Privacy Policy incorporated herein, including any amendments or updates made from time to time.
- **"FRAMILES Pro Orange Services"** or **"Pro Services"** means the services offered, listed, quoted, scheduled, or provided by Service Professionals, or sought, scheduled, paid for, or received by Consumers, through the FRAMILES Platform.
- **"Service Professional"** refers to a User registered to use the FRAMILES Platform to offer, provide, or facilitate the provision of Pro Services. These users are often referred to as "Pros", "Pro", "FRAMILES Pros", or "FRAMILES Pro" on the FRAMILES Platform.
- **"MDX23 LLC Content"** refers to all Content provided by **MDX23 LLC** on or through the FRAMILES Platform, including third-party licensed Content, but excluding User Content.
- **"User"** refers to any individual or entity who completes **MDX23 LLC's** account registration by downloading FRAMILES Green for customers or FRAMILES Pro Orange applications for vendors, agrees to these Terms, uses any services offered by or through the FRAMILES Platform, or submits or receives requests via FRAMILES, including Service Professionals and Consumers.
- **"User Content"** includes all Content uploaded, submitted, posted, or transmitted by any User on the FRAMILES Platform, such as photos, profiles, descriptions, postings, reviews, requests, messages, and payments, but excludes **MDX23 LLC** Content and Feedback.

## Eligibility

To use the Platform, you must be at least 18 years old or the age of legal majority in your jurisdiction and can form legally binding contracts under applicable law. By using

the Platform, you represent and warrant that you meet these requirements and that all information you provide is accurate and truthful.

## **Service Professional Obligations and Platform Usage**

By registering on or using the FRAMILES Platform to offer, post, or provide Pro Services, Service Professionals affirm that they, along with their employees, agents, suppliers, contractors, and subcontractors, possess the necessary qualifications, experience, licenses, certifications, bonds, and insurance as mandated by applicable laws and regulations in the jurisdictions where they operate. They must comply with all legal requirements related to their services, including but not limited to the California Consumer Privacy Act, other relevant privacy laws, and the Telephone Consumer Protection Act, in their use of the FRAMILES Platform and handling of personal information obtained through it.

Service Professionals recognize and agree that they are customers of **MDX23 LLC**, not employees, contractors, consultants, joint venturers, partners, or agents of **MDX23 LLC**. They are responsible for their own equipment, selecting their own jobs, developing expertise, working through multiple platforms and lead sources, and managing their own schedules. **MDX23 LLC** does not control, nor does it have the right to control, how a Service Professional provides services, except as explicitly outlined in these terms or on the FRAMILES Platform.

**MDX23 LLC** does not sell or directly provide Pro Services. While FRAMILES may offer consultations and platform-based services to Consumers, any Pro Services requested as a result of such interactions are independently provided by Service Professionals without any representation or warranty from **MDX23 LLC**, except as explicitly stated in these terms. FRAMILES facilitates Pro Service transactions by displaying Service Professional profiles, enabling communication between Consumers and Service Professionals, supporting appointment bookings, assisting with Service Professional selection for certain Consumers, and processing payments for specific Pro Services. However, such facilitation does not constitute a warranty regarding the Pro Services. Service Professionals acknowledge that using the FRAMILES Platform does not guarantee engagements for Pro Services, and Consumers understand that any Pro Services they request or pay for are contracted directly with the respective Service Professional.

As permitted by applicable laws, **MDX23 LLC** may conduct background checks on Service Professionals, which can include reviews of criminal history or sex offender registrations. Based on the findings, **MDX23 LLC** reserves the right to limit, block, suspend, deactivate, or cancel a Service Professional's account, with or without prior notice. By using the FRAMILES Platform, Service Professionals authorize **MDX23 LLC**

to use personal information such as full name and date of birth to obtain such reports from third-party vendors. Additionally, Service Professionals must inform **MDX23 LLC** of any material criminal convictions occurring after these background checks have been conducted.

## Account Registration and Security

You may be required to create an account to use certain features of the Platform. You agree to:

- Provide accurate, complete, and up-to-date information.
- Maintain the security of your account credentials.
- Accept responsibility for all activity under your account.
- Notify us immediately of any unauthorized access or security breach.

**MDX23 LLC** reserves the right to suspend or terminate accounts suspected of fraudulent activity. You are responsible for all activities on your account and must report any unauthorized use to **MDX23 LLC** immediately. **MDX23 LLC** is not responsible for any losses caused by unauthorized access to your account. However, if your account is misused due to your failure to follow these Terms, you may be responsible for any resulting losses to **MDX23 LLC** or others. Your account cannot be transferred to someone else unless you have written permission from **MDX23 LLC** and follow its policies. To access and use features of the FRAMILES Platform, a valid phone number is required for account registration, and you will need to verify it using a one-time password (OTP) to complete the setup.

## Your Right to Use the FRAMILES Platform

As long as you follow these Terms, FRAMILES gives you a limited, non-exclusive, and revocable right to view and use content on the Platform for personal, non-commercial purposes. This does not include software source code.

You may not copy, modify, distribute, sell, or publicly share any content from the Platform unless these Terms specifically allow it. The Platform and its content are provided "as is." If you download or print any content for personal use, you must keep all copyright and ownership notices intact.

No additional rights or permissions are granted beyond what is explicitly stated in these Terms.

## User Content

We may allow you to post, upload, publish, or share content ("User Content") on the FRAMILES Platform at our sole discretion. Private messages sent through the Platform will not be used for public advertising.

By sharing User Content on the Platform, you grant **MDX23 LLC** a worldwide, non-exclusive, transferable, royalty-free license—without expiration—to use, modify, distribute, display, and promote your content in connection with the Platform and its services. This license remains in effect even if your account is closed or the Platform is discontinued. However, **MDX23 LLC** does not claim ownership of your User Content, and you retain the rights to use it as you wish.

You are solely responsible for the content you share. By posting, you confirm that:

- (a) You either own the content or have the necessary rights to grant **MDX23 LLC** permission to use it.
- (b) Your content does not violate any third-party rights, including copyrights, trademarks, privacy, or other legal protections. It must also comply with all applicable laws.

**MDX23 LLC** is not required to monitor or edit User Content but reserves the right to modify or remove it if necessary. You are responsible for ensuring that any edited content remains accurate.

We may remove or restrict access to any User Content at any time, without notice, if we determine it violates these Terms, is inappropriate, or may harm the Platform or its users.

## Prohibited Activities

As a user of the FRAMILES Platform, you must not:

- Use someone else's account, misrepresent your identity, qualifications, or the services you offer, provide false information in a service request, or post content in inappropriate sections of the Platform.
- Copy, misuse, or misappropriate Platform content manually or through automated means, including for use on competing or third-party sites.
- Use automated tools such as bots, scrapers, or spiders to access the Platform without prior written approval from **MDX23 LLC**. However, public search engines may index materials for search purposes, though **MDX23 LLC** may revoke this permission at any time.
- Take any action that:

- Places excessive strain on the Platform's infrastructure.
  - Interferes with the proper functioning of the Platform or third-party interactions.
  - Bypasses access restrictions or security measures.
  - Introduces viruses or harmful technologies.
  - Violates copyrights, trade secrets, or privacy rights.
  - Manipulates fees, billing, or payment structures.
- Use the Platform to avoid or bypass payment obligations to FRAMILES or service providers.
- Collect, share, or sell any user's personal information, as defined by the **California Consumer Privacy Act** or similar laws, unless explicitly allowed by these Terms.
- Ignore a user's request (or a request made on their behalf by **MDX23 LLC**) to stop receiving calls, texts, emails, or other communications.
- Violate any applicable laws or regulations.
- Recruit or solicit users (both businesses and consumers) for jobs or any other purposes not intended by the platform.
- Submit or share content that is illegal, harassing, hateful, obscene, threatening, defamatory, or discriminatory, or that promotes criminal activity.
- Disregard **MDX23 LLC's** policies that govern your use of FRAMILES **platform**.
- Advertise or promote services unrelated to FRAMILES, including:
  - Services outside the supported categories or those selling only products.
  - Directories, lending, rental spaces, event promotions, or services competing with **MDX23 LLC**.
  - Services based outside the U.S.
  - Pyramid schemes, spam, online contests, or anything misleading.
- Share content that negatively affects user experience, such as:
  - Links to external apps or websites requiring duplicate information.
  - Offering services outside FRAMILES platform to bypass the platform.
  - Using your profile or username to promote services not available on FRAMILES.
- Manipulate or undermine the review and rating system.
- Fail to deliver services as agreed unless the customer violates key terms (e.g., refusing to pay).
- Charge a customer when payment has already been processed or scheduled through FRAMILES **platform**.
- Engage in fraudulent activity, such as:
  - Offering money transfers with plans to request a refund.
  - Asking users to send cash or use prohibited payment methods.

- Solicit or agree to services without genuine intent to follow through or meet the provider's requirements.
- Create multiple accounts without **MDX23 LLC's** written permission.
- Avoid making payments through FRAMILES platform when required.
- Share FRAMILES **platform** across multiple households or misuse its benefits.
- Engage in activities that go against the purpose of FRAMILES.
- Attempt to bypass or violate any of the above rules indirectly.

Failure to comply with these rules may result in account suspension or removal from the Platform.

## User Conduct

You agree not to:

- Use the Platform for fraudulent, unlawful, or deceptive purposes.
- Misrepresent your identity, affiliation, or business.
- Attempt to gain unauthorized access to the Platform or interfere with its operations.
- Violate any applicable laws, regulations, or industry standards.

Failure to comply may result in account suspension or termination at our discretion.

## Vendor and Customer Responsibilities

Vendors and customers are solely responsible for the transactions, interactions, and services conducted via the Platform. **MDX23 LLC** is not liable for disputes, damages, or liabilities arising from these interactions. Vendors must comply with all relevant laws and regulations, including those related to business operations, licensing, and taxation.

## Payments, Fees, and Refunds

### FRAMILES FEES

When using the FRAMILES platform, **MDX23 LLC** charges certain fees.

Service Professionals may need to pay fees to **MDX23 LLC** for various services available on the platform, such as receiving contact, bookings, or payments from consumers or other users. When a consumer or other individual contacts or books a Pro

Service that matches your preferences, **MDX23 LLC** will automatically charge your stored payment method.

To use FRAMILES, you must have at least one valid payment method on file. The storage of this payment method is governed by our Stored Payment Terms and Conditions. Additionally, **MDX23 LLC** may charge other fees that you have previously agreed to, such as cancellation fees or any additional charges. These fees may be deducted directly from your stored payment method or from your FRAMILES balance. In some cases, fees might also be deducted from the total payment a consumer makes for a particular Pro Service.

Except as otherwise specified, all fees and transactions on FRAMILES are final and non-refundable.

- Payments made through the Platform are processed securely via third-party payment processors.
- Fees associated with services are subject to change at our discretion.
- Refund policies will be determined on a case-by-case basis as outlined in separate terms.

**MDX23 LLC** is not responsible for any disputes between vendors and customers regarding payments.

## Penalty Fees for All Users

**MDX23 LLC** may charge penalty fees for issues such as fraud, misconduct, late payments, or violations of these Terms, as determined at our discretion. Additionally, **MDX23 LLC** may impose specific penalty fees, such as cancellation fees, which will be disclosed directly on the platform.

You agree to pay all applicable fees or charges based on the current fee and billing terms, regardless of whether your account is active. Charges will be applied to the payment method you have on file when a fee is incurred. If payment is not made on time or if **MDX23 LLC** is unable to charge the provided payment method for any reason, we reserve the right to recover the payment along with any related costs and expenses, including reasonable attorneys' fees. If a fee remains unpaid or we cannot process your payment, **MDX23 LLC** reserves the right to suspend or terminate your account.

You agree that all communications regarding delinquent accounts or fees will be sent via email or phone. By agreeing to these terms, you acknowledge that electronic communications satisfy any legal requirement for written notices. You also agree to store such communications in a manner that allows you to access them in their original

form. You are responsible for keeping your contact details up to date, including your email address and phone number. Such communications may be sent by **MDX23 LLC** or by a third-party collection agent on our behalf.

If you choose to cancel your account, no refunds will be issued. If there is an outstanding balance on your account, you agree that **MDX23 LLC** may charge the unpaid fees to any valid payment method you have on file or otherwise bill you for the remaining balance.

## **Taxes**

Payments required under these Terms may be stated without including taxes, duties, fees, fines, or other government charges, including sales taxes, value-added taxes, goods and services taxes, business taxes, or any similar transactional taxes imposed by any jurisdiction, along with interest and penalties (collectively referred to as "Taxes").

In some jurisdictions, **MDX23 LLC** may be required to collect Taxes related to the purchase, payment for, access to, or use of Pro Services. You are responsible for paying these Taxes when applicable. Charges may include Taxes as required by law.

By agreeing to these Terms, you acknowledge that **MDX23 LLC** can determine your appropriate jurisdiction for tax purposes, as needed, and you agree to pay any taxes included in an invoice.

You also understand that you are solely responsible for determining your own tax reporting and sales tax obligations by consulting with your tax advisers. **MDX23 LLC** does not provide specific tax advice to either Service Professionals or Consumers.

## **FRAMILES Marketplace Payments**

The FRAMILES platform may assist in facilitating payments between Consumers and Service Professionals ("Marketplace Payments") through our payment processing partner, Stripe. However, **MDX23 LLC** is not involved in any Marketplace Payments or related Pro Services. Unless stated otherwise, Marketplace Payments are intended for services only; payments for tangible personal property are prohibited.

By agreeing to these Terms or continuing as a Service Professional on the Platform, you appoint **MDX23 LLC** to act as your agent for the limited purpose of facilitating and receiving Marketplace Payments on your behalf through Stripe. You acknowledge that once a Marketplace Payment is made through the FRAMILES Platform, the payor's payment obligation is considered fulfilled when the payment is received by **MDX23 LLC**, as if the payor had directly paid the payee.

**MDX23 LLC** does not provide any professional services unless specified in a separate contract. When a Consumer pays for or books Pro Services, or receives a quote for such services, they are contracting directly with the Service Professional offering those services. Even though we facilitate the payment, you understand that **MDX23 LLC** (i) does not offer, provide, or subcontract any Pro Service, and (ii) is not responsible for any Pro Service, except as outlined in the FRAMILES Guarantee, which applies only in the context of **MDX23 LLC's** role as a marketplace and not as a provider of services.

While we facilitate payments, each Service Professional agrees to deliver the Pro Service as described in their agreement with the Consumer and address any significant deviations from that contract.

## **Service Professional Marketplace Payments**

Service Professionals receiving Marketplace Payments via the FRAMILES platform must agree to the Stripe Connected Account Agreement, which includes the Stripe Services Agreement. Before agreeing to receive any Marketplace Payments or performing services in expectation of such payments, Service Professionals must ensure they can comply with the Stripe agreements. Notably, Service Professionals must provide a Social Security Number (SSN) or Employer Identification Number (EIN) to receive payments.

By agreeing to these terms or continuing as a Service Professional on FRAMILES, you consent to be bound by the Stripe Connected Account Agreement and Stripe Services Agreement, as they may be updated by Stripe over time. As a condition of receiving payment processing services, you agree to provide FRAMILES with accurate and complete information about you and your business. You authorize FRAMILES to share your information and transaction details with Stripe for payment processing.

In the event of disputes with Consumers, FRAMILES may debit your Stripe account. We reserve the right to withhold final payments while investigating such disputes. FRAMILES will make a final decision on disputes at our sole discretion, and all Marketplace Payments you earn on the Platform are subject to those decisions. Additionally, FRAMILES may reverse payments made to your Stripe account if a customer refund or guarantee payout is required, including due to your actions or inactions that violate these Terms.

## **Consumer Marketplace Payments**

As a Consumer making a Marketplace Payment through Stripe, you agree to pay all amounts owed when due using your preferred payment method. You authorize Stripe to charge your selected payment method, whether for recurring or one-time payments. It is your responsibility to keep your payment information up-to-date, accurate, and complete. By storing your payment method with us, you agree to our Stored Payment

Terms and Conditions. You must not share your payment card, bank account, or other financial information with any other User. We take steps to secure all financial information, but FRAMILES disclaims liability for any damages you may suffer due to the disclosure of your financial information to unintended recipients.

FRAMILES may allow you to make Marketplace Payments using credit, debit, or prepaid cards, by linking a bank account, or by other supported payment methods. We reserve the right to cancel your ability to use any payment method at our sole discretion.

If you choose to use a bank account for Marketplace Payments, you authorize Stripe to make Automated Clearing House (ACH) withdrawals from your bank account. You also agree that FRAMILES or our payment provider may initiate ACH debit entries or create equivalent bank drafts for the specified amounts from your bank account. You authorize your financial institution to process these payments. This authorization remains in effect until you cancel it in writing. You must notify us of any changes to your bank account information at least five days before your next payment.

If your full payment is not processed at the same time, you authorize partial debits from your bank account, not exceeding the total amount of your order. You agree to pay any fees or fines related to ACH transactions, including return fees for insufficient funds. We may initiate collection or legal action to recover any outstanding balances, and you agree to cover any associated costs, including reasonable attorneys' fees.

Under federal law, your liability for fraudulent or unauthorized transactions from your bank account is limited based on how quickly you report the issue. You must report such transactions to your bank within 60 days of the disputed charge appearing on your bank statement. Contact your bank for details on their policies and liability limits for unauthorized transactions.

## **Marketplace Payment Disputes**

All requests for chargebacks, errors, claims, refunds, and disputes related to Marketplace Payments ("Payment Disputes") will be subject to review by FRAMILES, in accordance with the rules applicable to the payment method you used. The review and resolution of these disputes will be at FRAMILES' sole discretion. FRAMILES is not liable for any Payment Disputes that we are unable to resolve in your favor. Generally, we will process valid Payment Dispute requests within 30 days of receipt, unless a shorter period is mandated by law. You may submit a Payment Dispute by emailing FRAMILES support at [info@buddhiai.us](mailto:info@buddhiai.us).

If you close or deactivate your account before we resolve your Payment Dispute, we will not be able to issue any amounts owed to you. We will make an effort to return any disputed amounts to you via the method used for the original payment, but we cannot

guarantee this if your payment method information is inaccurate, incomplete, or has been canceled.

If your actions lead to, or could result in, a Payment Dispute, a violation of these Terms of Use, or create any other risks to FRAMILES or our payment processing partners, or if we determine that your account has been used for deceptive, fraudulent, or illegal activity, we may, at our discretion, permanently withhold any amounts owed to you. If you have an outstanding balance on any account, or if we determine you owe us additional amounts, we may, without limiting any other rights or remedies:

- (a) charge one or more of your payment methods;
- (b) offset any amounts you owe us against amounts we owe you;
- (c) issue an invoice for amounts due to us, payable upon receipt;
- (d) reverse or block any credits to your bank account; or
- (e) pursue collection of payments by any lawful means.

If you fail to make the Marketplace Payments you owe when due, or if FRAMILES is unable to charge one of your payment methods, FRAMILES reserves all legal rights to recover payment and associated costs, including reasonable attorneys' fees and related expenses, in our efforts to recover the owed amounts. You expressly agree that all communication related to delinquent accounts or overdue payments will be conducted via email or phone. Such communication may come directly from FRAMILES or from a third-party collections agent acting on our behalf.

FRAMILES may occasionally place a hold on any of your payment methods to prevent failed payments or to reverse bookings.

## **FRAMILES PROMOTIONS**

You may receive offers from FRAMILES ("Promotions"), such as discounts or free use of the Platform for a limited time, discounts or credits on payments for Pro Services, and discounts or credits for referrals. These Promotions are at FRAMILES' discretion and can be revoked at any time. If FRAMILES determines you are trying to misuse, fraud, or bypass the promotion terms (such as by providing false information or using multiple accounts), the promotion may be revoked.

To be eligible for benefits from a Promotion, you must:

- (a) receive a direct offer from FRAMILES,
- (b) meet the requirements specified in the offer, and
- (c) keep your account in good standing.

Eligibility for a Promotion may be limited to specific users, categories, or dates. To qualify for benefits, you may need to take action like signing up for a service or making

a payment. Promotions are generally for one-time use only and cannot be combined (i.e., only one promotion per project).

The details of benefits, requirements, and conditions for a Promotion will be shared with you. Once a Promotion ends, you will no longer be eligible for those benefits, even if you met the requirements before the end date. FRAMILES may revoke the benefit if it believes the requirements weren't met, including maintaining a good account status.

## Intellectual Property

All trademarks, copyrights, and intellectual property associated with FRAMILES are owned exclusively by **MDX23 LLC**. Unauthorized use, reproduction, or distribution of our content is strictly prohibited.

## Indemnification

You agree to indemnify and hold harmless **MDX23 LLC**, its affiliates, employees, and partners from any claims, damages, or losses arising from your use of the Platform, violation of these Terms, or infringement of third-party rights.

## Arbitration and Class Action Waiver

PLEASE READ THIS CAREFULLY. IT AFFECTS YOUR LEGAL RIGHTS, INCLUDING YOUR RIGHT TO SUE IN COURT.

By agreeing to these Terms, you and **MDX23 LLC** acknowledge that these Terms affect interstate commerce, and the Federal Arbitration Act governs the interpretation and enforcement of this arbitration provision.

This Section applies broadly and covers all disputes between you and **MDX23 LLC**, including but not limited to claims related to the relationship between you and **MDX23 LLC**, whether based on contract, tort, statute, fraud, misrepresentation, or any other legal theory. It also includes claims that arose before this Agreement or any prior agreements, including those related to advertising, and claims that may arise after the termination of this Agreement. The only exceptions are disputes concerning certain intellectual property matters and small claims court cases, as outlined below.

## Dispute Resolution and Arbitration Agreement

By agreeing to these Terms, you agree to resolve any disputes with **MDX23 LLC** as follows:

**Initial Dispute Resolution:** Most issues can be resolved without going to court. If you have a dispute, please contact FRAMILES support at [info@buddhiai.us](mailto:info@buddhiai.us). Unless the issue involves intellectual property or small claims court claims, both parties agree to try to resolve the issue through discussions with FRAMILES support before taking legal action.

**Binding Arbitration:** If no resolution is reached within 90 days of contacting support, either party may initiate binding arbitration as the only method to resolve the dispute. This includes all claims related to these Terms, previous versions of these Terms, the relationship between the parties, or use of the Platform.

- If your claim is \$10,000.99 or less and you don't want to go to small claims court, arbitration will take place online through an arbitration provider chosen by **MDX23 LLC**. You can start the process on the FairClaims website. You are responsible for your own attorney fees unless otherwise provided by the arbitration rules or law.
- If your claim is over \$10,001.00, arbitration will follow the JAMS Streamlined Arbitration Procedure Rules (for claims under \$250,000) or the JAMS Comprehensive Arbitration Rules (for claims over \$250,000). To start arbitration with JAMS, you must send a Demand for Arbitration, along with the filing fee, to JAMS and a copy to FRAMILES at the address below **MDX23 LLC** at 207 Cartwright Road, Walkersville MD 21793 ATTN: Legal. You will pay \$300 to initiate arbitration, and if the arbitrator deems the case non-frivolous, FRAMILES will cover all other fees. You are still responsible for your attorney fees unless otherwise stated.

The arbitrator and not any federal, state, or local court or agency, will have exclusive authority to resolve has the authority to resolve all disputes regarding the Terms and Privacy Policy and can grant any relief that would be available in court. The arbitrator's decision is final and binding.

Without this arbitration clause, you would have the right to sue in court and have a jury trial. You also understand that in some instances arbitration may be more expensive than litigation and discovery is limited in arbitration.

For U.S. residents, arbitration may take place in Maryland. For those outside the U.S., arbitration will take place in Maryland. You and **MDX23 LLC** agree to submit to the personal jurisdiction of courts in Frederick, Maryland for any arbitration-related matters.

## **Class Action Waiver**

The parties agree that any arbitration will be done individually, not as part of a class action or representative action. Both parties waive their right to file or participate in a class action. **YOU AND MDX23 LLC AGREE THAT EACH MAY BRING CLAIMS AGAINST EACH OTHER INDIVIDUALLY, NOT AS A PLAINTIFF OR PART OF A CLASS MEMBER OR REPRESENTATIVE PROCEEDING.**

If any court or arbitrator decides that this class action waiver is unenforceable or that arbitration can proceed on a class basis, then the arbitration provisions will no longer apply, and both parties will be deemed to have not agreed to arbitrate.

### Exceptions

- **Intellectual Property and Small Claims Court Claims:** Despite the agreement to arbitrate, either party may bring claims related to intellectual property rights (such as patents, copyrights, trademarks, moral rights, trademarks, trade dress, and trade secrets, but not privacy or publicity rights ) or small claims court cases to the appropriate court to protect those rights.

## 30-Day Right to Opt Out

You can opt out of the arbitration and class action waiver provisions by sending an email from your Thumbtack account's email address to [info@bhddhiai.us](mailto:info@bhddhiai.us) with the subject line "ARBITRATION AND CLASS ACTION WAIVER OPT-OUT." This must be done within 30 days of when these Terms become effective or your first use of the Platform. If you do not opt out, you agree to be bound by the arbitration provisions. If you opt out, **MDX23 LLC** will not be bound by these provisions either.

## Changes to This Section

**MDX23 LLC** will notify you of any changes to the Arbitration and Class Action Waiver section by posting it on our Terms of Use website, sending you a message, or notifying you when you log into your account. These changes will become effective 30 days after being posted or sent to you.

Any changes will only apply to claims made after the 30th day. If a court or arbitrator finds this "Changes to This Section" part unenforceable, it will be removed, and the original Arbitration and Class Action Waiver terms will apply.

## Survival

This section will continue to apply even after you stop using your account or the Platform.

## Third-Party Beneficiary

You and **MDX23 LLC** agree that any consumer reporting agency used for background checks on Service Professionals is a third-party beneficiary of this arbitration provision. This means that if a dispute arises between you and a consumer reporting agency related to this Agreement, it will be resolved through binding arbitration. If a court or arbitrator finds this third-party beneficiary provision unenforceable, it will be removed, but the rest of the Arbitration and Class Action Waiver section will remain valid, including the class action waiver and the requirement to resolve disputes through arbitration.

## GOVERNING LAW

The Terms and the relationship between you and **MDX23 LLC** will be governed by the laws of the state of Maryland, without regard to its conflict of law provisions. Any claim or dispute you may have against **MDX23 LLC** that is not subject to arbitration shall be resolved exclusively in a court located in Frederick County, Maryland, or in a United States District Court in the District of Maryland, located in Greenbelt, Maryland, unless otherwise agreed by the parties. You agree to submit to the personal jurisdiction of the courts located in Frederick County, Maryland, or the United States District Court, District of Maryland, for the purpose of resolving any such claims or disputes. You hereby waive any jurisdictional or venue objections that may be raised.

## Disclaimers

Your use of the FRAMILES platform, services, or collective content is at your own risk. You acknowledge and agree that **MDX23 LLC**, the owner of FRAMILES, does not have an obligation, but reserves the right, for any reason, to (a) monitor or review user content; or (b) conduct identity verification, background checks (including criminal background), or registered sex offender checks on any user, including service professionals and consumers, as deemed necessary. The platform is provided "as is," without warranty of any kind, either express or implied. Without limiting the foregoing, **MDX23 LLC**, our affiliates, and subsidiaries, and respective officers, directors, employees, and agents explicitly disclaim any warranties of merchantability, fitness for a particular purpose, quiet enjoyment, or non-infringement; any warranties arising out of course of dealing or usage in trade; any warranties, representations, or guarantees in connection with the platform or services offered on or through the platform; and any warranties relating to the quality, suitability, truth, accuracy, or completeness of any information or material contained or presented on the platform, including without limitation all collective content. **MDX23 LLC** makes no warranty that the platform or services will meet your requirements or be available on an uninterrupted, secure, or error-free basis. **MDX23 LLC** assumes no responsibility and will not be liable for any

damages to your computer equipment or other property caused by your access to or use of the platform.

**MDX23 LLC** will not be liable for any defamatory, offensive, or illegal conduct of any third party or for any loss or damage incurred as a result of the use of any data, information, materials, or content posted, transmitted, or made available via the platform. No advice or information, whether oral or written, obtained from **MDX23 LLC** or through the platform, will create any warranty not expressly made herein.

You are solely responsible for all of your communications and interactions with other users of the platform and with other persons with whom you communicate or interact as a result of your use of the platform, including but not limited to consumers, service professionals, or service recipients. You understand that **MDX23 LLC** does not make any attempt to verify the statements of users of the platform or to review or vet any services. **MDX23 LLC** makes no representations or warranties as to the conduct of users of the platform or their compatibility with any current or future users. You agree to take reasonable precautions in all communications and interactions with other users and persons you interact with as a result of your use of the platform, particularly if you decide to meet offline or in person and exchange services. **MDX23 LLC** explicitly disclaims all liability for any act or omission of any users or third parties.

**MDX23 LLC** may provide phone numbers to service professionals that consumers provide in connection with a request. Such phone numbers are not verified, and **MDX23 LLC** makes no representation or warranty as to their validity.

## Limitation of Liability

You acknowledge and agree that, to the maximum extent permitted by law, the entire risk arising out of your access to and use of the FRAMILES platform and collective content, your offering or providing of services, or requesting or receiving services through the platform, and any contact you have with other users or third parties, whether in person or online, remains with you. Neither **MDX23 LLC** (the owner of FRAMILES) nor any other party involved in creating, producing, or delivering the platform will be liable (whether based on warranty, contract, tort (including negligence), product liability, or any other legal theory, and whether or not **MDX23 LLC** has been informed of the possibility of such damage, even if a limited remedy set forth herein is found to have failed of its essential purpose) for:

- (a) any incidental, special, exemplary, or consequential damages, including lost profits, loss of data, or loss of goodwill;
- (b) service interruption, computer damage, or system failure;
- (c) the cost of substitute products or services;

- (d) any damages for personal or bodily injury or emotional distress arising out of or in connection with these terms;
- (e) the use of or inability to use the platform, services, or collective content;
- (f) any communications, interactions, or meetings with other users of the platform or other persons with whom you communicate or interact as a result of your use of the platform; or
- (g) your offering or providing of services or requesting or receiving services through the platform.

In no event will the total, aggregate liability of **MDX23 LLC** and our affiliates and subsidiaries, and respective officers, directors, employees, and agents, arising from or relating to these terms, the platform, services, and/or collective content, or from the use of or inability to use the platform or collective content or in connection with any services or interactions with any other users, exceed the total amount of fees actually paid to **MDX23 LLC** by you hereunder, or one hundred U.S. dollars if no such payments have been made, as applicable. Some jurisdictions do not allow limitations of liability, so the foregoing limitation may not apply to you. In jurisdictions that do allow limitations of liability, the limitation described above will apply fully to residents of those jurisdictions.

## Other General Terms of Use

**Force Majeure:** Except for payment obligations, neither **MDX23 LLC** nor you will be liable to the other for any delay or failure in performance under these Terms arising from a cause beyond your or our control, and without your or our fault or negligence. Such causes may include, but are not limited to, fires, floods, earthquakes, strikes, unavailability of necessary utilities, blackouts, epidemics, acts of declared or undeclared war, acts of regulatory agencies, or other disasters.

**No Third-Party Beneficiaries:** You agree that, except as otherwise expressly provided in these Terms, there are no third-party beneficiaries to these Terms.

**Contacting You and E-SIGN Consent:** You agree that **MDX23 LLC** may provide you with notices, including those regarding changes to the Terms, by email, regular mail, or postings on the Platform. With your consent, **MDX23 LLC**, consumers, service professionals, or other individuals may also contact you by telephone or text message. If you have agreed to receive such communications, you consent to the use of electronic records to document your agreement. You may withdraw your consent by sending an email to [info@buddhiai.us](mailto:info@buddhiai.us) with "Revoke Electronic Consent" in the subject line. To view and retain a copy of this disclosure or any information regarding your enrollment, you will need (a) a device with a web browser and internet access; and (b) either a printer or storage space on such device. For a free paper copy or to update your contact information, send an email to [info@buddhiai.us](mailto:info@buddhiai.us).

**Entire Agreement:** These Terms, together with the Privacy Policy and any other legal notices or additional terms and conditions or policies published by **MDX23 LLC** on the Platform, will constitute the entire agreement between you and **MDX23 LLC** concerning the Platform or services obtained through the Platform. If any provision of the Terms is deemed invalid by a court of competent jurisdiction, the invalidity of such provision will not affect the validity of the remaining provisions, which will remain in full force and effect.

**Waiver:** No waiver of any provision of these Terms will be deemed a further or continuing waiver of such term or any other term, and **MDX23 LLC**'s failure to assert any right or provision under these Terms will not constitute a waiver of such right or provision.

**Statute of Limitations:** You agree that, regardless of any statute or law to the contrary, any claim arising out of or related to the Platform or the services offered therein must commence within one (1) year after the cause of action accrues. Otherwise, such cause of action is permanently barred. This statute of limitations will not apply to residents of New Jersey.

## **FRAMILES SMS & In-App Notification Terms and Conditions**

By subscribing to the FRAMILES SMS and in-app notification service, you agree to receive text messages and push notifications from FRAMILES, which may include alerts, updates, and promotional offers. Message and notification frequency may vary. You can opt-out of receiving messages and notifications at any time.

**Message & Data Rates:** Standard message and data rates may apply depending on your mobile carrier. Please check with your mobile service provider for details on rates and fees.

**Consent:** By providing your phone number and opting into FRAMILES SMS and in-app notifications, you consent to receive recurring automated marketing and informational messages related to FRAMILES services. Consent is not a condition of any purchase.

**Opt-Out:** You may opt-out of the FRAMILES SMS service at any time by texting "STOP" to the number sending the SMS or through your account settings to disable push notifications. After opting out, you will no longer receive text messages or in-app notifications from FRAMILES.

**Support:** For help with the FRAMILES SMS service or in-app notifications, reply "HELP" to any SMS, or contact customer support at [info@buddhiai.us](mailto:info@buddhiai.us).

**Privacy:** Your personal information, including your phone number, will not be shared with third parties without your consent, except as required by law. Please refer to our Privacy Policy for more details.

**Liability:** MDX23 LLC is not responsible for any delays, errors, or issues with text message delivery or push notifications caused by your mobile carrier, app settings, or other technical issues outside our control.

**Changes to SMS & Notification Service:** MDX23 LLC reserves the right to modify or discontinue the SMS and in-app notification services at any time. Any changes to these terms will be communicated via SMS, in-app notifications, or through the platform.

## FRAMILES Location Sharing Terms and Conditions

By using the location-sharing feature of the FRAMILES app, you agree to the following terms and conditions:

**Purpose of Location Sharing:** The location-sharing feature is designed to help users share their location with others for the purpose of improving service delivery, enhancing user experience, or for any other service-specific purposes as described within the FRAMILES platform.

**Consent to Share Location:** By enabling location sharing in the FRAMILES app, you consent to the collection, use, and sharing of your location data as part of the service features offered by FRAMILES. You may choose to turn off location sharing at any time by adjusting your device settings or within the app settings.

**Accuracy of Location Data:** While FRAMILES strives to provide accurate location data, we do not guarantee the absolute accuracy of the location information provided through the app. Your location data is provided based on the GPS functionality of your device, and its accuracy may be influenced by factors such as device settings, network conditions, or environmental factors.

**Opting Out:** You have the option to disable location sharing at any time through the app's settings or by disabling location services in your device's system settings. Upon opting out, FRAMILES will no longer track or share your location.

**Use of Location Data:** Location data collected through the app may be used to provide services, improve the app, and enhance user experience. This data will be treated in accordance with our Privacy Policy.

**Third-Party Sharing:** FRAMILES may share location data with third-party service providers or other users for the purpose of facilitating the services you request or as otherwise described in our Privacy Policy. We will not share your location data with third parties for marketing purposes without your consent.

**Privacy:** Your privacy is important to us. FRAMILES will not share your location data except as required by law or for the purposes specified in these Terms and our Privacy Policy. You have control over when and how your location data is shared.

**Liability:** You acknowledge and agree that **MDX23 LLC** is not responsible for any issues that arise from the use or sharing of location data, including but not limited to inaccurate location data or misuse of location information by other users. You use the location-sharing feature at your own risk.

**Changes to Location Sharing Terms:** **MDX23 LLC** reserves the right to modify or discontinue the location-sharing feature at any time. If any significant changes are made, you will be notified via the app or through other appropriate means.

## Termination and Suspension

**MDX23 LLC** reserves the right to suspend or terminate your access to the Platform at any time, with or without notice, for any reason, including but not limited to:

- Violations of these Terms.
- Engaging in fraudulent or unlawful activities.
- Conduct deemed harmful to the Platform or its users.

## Modifications to Terms

We may update these Terms periodically. Continued use of the Platform after updates constitutes acceptance of the revised Terms. It is your responsibility to review these Terms regularly.

**Section Headings:** The section headings in these Terms are for convenience only and have no legal or contractual effect.

**Contact Information:** If you have any questions about these Terms or the Platform, please contact us by sending an email to [info@buddhiai.us](mailto:info@buddhiai.us).

By using FRAMILES, you acknowledge and agree to these Terms.



# Privacy Policy of FRAMILES (MDX23 LLC)

At FRAMILES, a platform owned by **MDX23 LLC**, we are committed to protecting your privacy. This Privacy Policy outlines how we collect, use, store, and safeguard your personal information when you access or use our platform (the "Platform"). By using our Platform, you consent to the practices described in this Privacy Policy.

## INFORMATION WE COLLECT

We collect information in various ways depending on how you access and use our Platform. The types of information we collect include:

### 1. Information You Provide Directly to Us

You may provide us with information when you use the Platform, such as when you:

- Register for an account
- Participate in surveys or polls
- Request quotes or make purchases
- Submit or respond to a quote or request
- Enter contests or promotions
- Transmit User Content
- Download or use our mobile apps
- Communicate with us or other users via the Platform

This information may include, but is not limited to:

- Name
- Zip code
- Email address
- Home/business phone number
- Home, business, or mailing address
- Demographic information (e.g., gender, age)
- Date of birth or age verification
- Insurance information (for Service Professionals)
- Photographs, videos, or audio files (e.g., customer service call recordings)
- Project or service request details
- Payment information (in certain circumstances)
- Identity verification information (for Service Professionals, such as Social Security number or driver's license information)

- Business name, service descriptions, qualifications, and credentials (for Service Professionals)
- Any other information you provide through your communications with us or other users

While you are not required to provide all of this information, some features of the Platform may be inaccessible without it.

## **2. Information We Collect Passively**

We also collect information about your use of the Platform, which may include:

- Browser type and version
- Device type and operating system
- IP address
- Usage patterns and preferences
- Location data (if location services are enabled on your device)
- Other information collected via cookies and similar technologies

This information helps us enhance your experience, analyze trends, and improve our Platform.

## **3. Third-Party Information**

We may receive information about you from third-party sources such as our affiliates, service providers, or other users, and combine that information with the data you provide directly. This could include information about services you've used, interactions with service professionals, or other activity related to your use of the Platform.

## **HOW WE USE YOUR INFORMATION**

We may use the information we collect for various purposes, including:

- Providing, improving, and personalizing the Platform and services
- Communicating with you about your account or transactions
- Sending you promotional offers, newsletters, or other communications (subject to your preferences)
- Processing payments through third-party payment providers
- Responding to your requests, inquiries, or feedback
- Verifying your identity and credentials (if applicable)
- Analyzing usage data to improve our services and Platform features
- Ensuring the security of our Platform and preventing fraud

- Complying with legal obligations and enforcing our policies

## **SHARING YOUR INFORMATION**

We may share your personal information in the following ways:

- **With Service Providers:** We may share your information with third-party service providers who assist with payment processing, data hosting, customer support, and other functions necessary to provide the Platform.
- **With Other Users:** Certain information, such as your name, service offerings, or project details, may be shared with other users of the Platform, including service professionals or consumers.
- **For Legal and Security Purposes:** We may disclose your information to comply with legal requirements, respond to lawful requests by public authorities (including to meet national security or law enforcement requirements), or protect the rights, property, and safety of **MDX23 LLC**, its users, or the public.
- **Business Transfers:** If **MDX23 LLC** is involved in a merger, acquisition, or sale of assets, your personal information may be transferred as part of that transaction.

## **THIRD-PARTY LINKS AND SERVICES**

Our Platform may contain links to third-party websites or services. These third parties have their own privacy policies, and we are not responsible for their practices. We encourage you to review the privacy policies of any third-party sites you visit.

## **DATA SECURITY**

We implement reasonable administrative, technical, and physical safeguards to protect your personal information. However, no method of transmission over the internet or electronic storage is 100% secure, and we cannot guarantee absolute security.

## **YOUR CHOICES**

You have the right to:

- Access and update your personal information via your account settings
- Opt out of receiving marketing communications by following the unsubscribe instructions in our emails or contacting us directly
- Disable location sharing by adjusting your device settings or within the app

## **CHANGES TO THIS POLICY**

We may update this Privacy Policy from time to time to reflect changes to our practices or for other operational, legal, or regulatory reasons. We will notify you of any material changes through the Platform or via other appropriate communication channels.

## **CONTACT US**

If you have any questions or concerns about this Privacy Policy or our practices, please contact us by sending an email to [info@buddhiai.us](mailto:info@buddhiai.us).

**MDX23 LLC**