

MyBlinker Terms of Service

Welcome to myblinker.com

The following terms of service govern your access to and use of the MyBlinker website and mobile application, including any content, functionality and services offered through www.myblinker.com or the MyBlinker mobile application.

Please read the Terms of Service carefully before you begin using the Site. By using the Site, opening an account or clicking to accept, or accepting the Terms of Service when this option is available to you, you accept and agree, on your behalf or on behalf of the company, to be bound by and comply with these Terms of Service, the MyBlinker Payment Terms and our Privacy Policy, each of which is incorporated at the end of the Site. If you do not wish to accept these Terms of Service, Privacy Policy or payment terms, you must not access or use the Site. For more detailed policies on Site activity and use, please access the articles designated here.

Summary (main terms)

- Only registered users may offer or purchase services on MyBlinker. By registering for an account, you agree to provide us with accurate, complete, current information and must not create an account for fraudulent or deceptive purposes. You are solely responsible for any activity on your account and for maintaining the confidentiality and security of your password. We are not responsible for any act or omission on your part in connection with your account.
- Companies pay MyBlinker upfront to be offered a professional service.
- For fees and payments, please read the Payment Terms.
- MyBlinker will not charge for the administration of the funds, these will be in custody.
- MyBlinker will not pay interest on funds held in custody.
- Experts may or may not accept an offer made by companies.
- Experts get reputation based on their performance.
- Users may not offer or accept payments using any method other than through myblinker.com.

- We care about your privacy. You can read our Privacy Policy to be aware of what is taken into account.
- Users agree to comply with the MyBlinker Standards, which are a set of rules and behavioral guidelines, applicable to MyBlinker, in addition to these Terms of Service, which are updated from time to time.

EXPERTS

The essentials

- Any natural person who has scientific, artistic, academic, professional or other knowledge of human knowledge and that was acquired through formal studies or as a result of experience.
- Experts offer their services for companies to acquire.
- For more information on how to receive payments, see the Payment Terms.
- The expert's rating is calculated based on the ratings given on the services he has performed. High ratings allow experts to appear in the top search positions.
- For security reasons, MyBlinker may temporarily disable an expert's ability to withdraw revenue to prevent fraudulent or illicit activity. This may be due to security issues, inappropriate behavior reported by other users, or associating multiple MyBlinker accounts with a single withdrawal provider.

Ratings

- MyBlinker experts can get better ratings based on their activity and performance.
- The rating is regularly updated by an automated system.
- Experts who cannot maintain their high-quality service experience a severe drop in ratings and also risk losing some of the benefits that come with it.

Characteristics of the expert

MyBlinker experts have access to several unique features that help customize how your services can be delivered.

ENTERPRISES

Any formal entity that is organized under a legal parameter in which it has a legal personality.

The essentials

- You cannot offer payments outside of the MyBlinker platform.

Acquisitive

- Please refer to the Payment Terms for making Payments through the MyBlinker platform and for fees.
- You may not offer experts to pay or make payment using any method other than through the myblinker.com site. In case you have been asked to use an alternative payment method, please report it immediately to Customer Support.

PROFESSIONAL SERVICES

The essentials

- Once the payment is confirmed, the contracting of the service will be considered effective.
- The experts will receive the payment that corresponds to them when the company confirms that they received the invoice through the MyBlinker platform.

Reviews

- The reviews that companies provide when confirming the conclusion of a professional service is an essential part of MyBlinker's rating system. Reviews demonstrate the company's overall experience with the experts and their service. Companies are encouraged to communicate to the expert any concerns experienced during service provided.
- Reviews will not be removed unless there are clear violations of our Terms of Service.
- To prevent any misuse of our review system, all reviews must come from companies exclusively registered through the MyBlinker platform.
- The reviews will be displayed randomly on the profile of each of the experts.

- Experts cannot request the removal of company reviews through mutual cancellations.

Disputes and Cancellations

We encourage our companies and experts to try to resolve conflicts between them. If for any reason this fails, users can contact MyBlinker's Customer Support department.

User Conduct and Protection

MyBlinker allows experts to provide almost any professional service. The services offered on MyBlinker reflect the diversity of an expanding economy.

MyBlinker maintains a friendly, community spirit and professional environment. Users must maintain that spirit when participating in any MyBlinker activities or extensions. This section relates to the expected behavior that users must comply with while interacting with each other on MyBlinker.

To report a violation of our Terms of Service and/or our Community Standards, user misconduct, or inquiries related to your account, please contact our Customer Support team.

The essentials

- To protect the privacy of our users, it is not allowed to request or provide email addresses, Skype/IM usernames, phone numbers or any other personal contact data to communicate outside of MyBlinker, in order to circumvent or abuse the messaging system outside the platform.
- MyBlinker does not offer any guarantee of the level of service offered to companies. You can contact us in case of any inconvenience.
- MyBlinker does not provide protection to users who interact outside of the MyBlinker platform.
- All exchanges of information must take place exclusively on the MyBlinker platform.
- Rude, abusive, inappropriate or violent messages will not be tolerated and may result in a warning or suspension/deletion of your account.
- MyBlinker is open to everyone. Discrimination against a community member on the basis of gender, race, age, religious affiliation, sexual preference, or otherwise is not acceptable and may result in suspension/deletion of your account.

Reporting Violations

If you encounter any content that may violate our Terms of Service and/or our Community Standards, you should report it to us through the appropriate channels created to handle those issues as described in our Terms of Service. All cases are reviewed by our Trust and Safety team. To protect individual privacy, research results are not shared. You can review our Privacy Policy for more information.

Infringements

Users may receive a warning on their account for violations of our Terms of Service and/or our Community Standards or any user misconduct reported to our Trust and Safety team. A warning will be sent to the user's email address and displayed for that user on the Site. Warnings do not limit account activity, but may cause your account to lose professional status or be permanently disabled depending on the severity of the violation.

Prohibited Use

Inappropriate behavior and language: Communication on MyBlinker should be friendly, constructive, and professional. MyBlinker condemns bullying, harassment and hate speech towards others.

Phishing and spam: Member safety is the top priority. Any attempt to post or send malicious content with the intent to compromise another member's account or computer environment is strictly prohibited. Please respect the privacy of our members by not contacting them with questions, suggestions, or anything that is not directly related to the services provided.

Privacy and Identity: You may not publish or disclose other people's private and confidential information. Any exchange of personal information necessary for the performance of a service must be provided on the contact page. The experts further confirm that any information they receive from the company, which is not in the public domain, will not be used for any purpose other than to provide the service. Any user who participates and communicates outside of MyBlinker will not be protected by our Terms of Service.

Authentic MyBlinker Profile: You may not create a false identity on MyBlinker, misrepresent your identity, create a MyBlinker profile for anyone other than yourself (a

real person), or use or attempt to use another user's account or information; Your profile information, including your description, skills, location, etc., while it may be kept anonymous, must be accurate and complete and may not be misleading, illegal, offensive, or otherwise harmful. MyBlinker reserves the right to require users to go through a verification process in order to use the Site (whether by identification, telephone, etc.).

Intellectual Property Claims: MyBlinker will respond to clear and complete notices of alleged copyright or trademark infringement, and/or violation of third party terms of service.

Fraud / Illegal Use: You may not use MyBlinker for any illegal purpose or to perform illegal activities.

Abuse and spam

Multiple accounts: To prevent fraud and abuse, users are limited to one active MyBlinker account. Any additional accounts determined to have been created to circumvent guidelines, promote competitive advantage, or mislead the MyBlinker community will be deactivated. Bulk account creation may result in the deactivation of all related accounts. Note: Any violation of MyBlinker's Terms of Service and/or our Community Standards is cause for permanent suspension of all accounts.

Targeted Abuse: We do not tolerate users who engage in abuse or harassment directed towards other users on MyBlinker. This includes creating new multiple accounts to harass members through our messaging system.

Account Sale: You cannot buy or sell MyBlinker accounts.

Ownership Restrictions

The Site, design and content, is the exclusive property of MyBlinker and is protected by copyright and trademark laws. Users have no right, and specifically agree not to, do the following with respect to the Site or any part, component or extension of the Site (including its mobile applications): (i) copy, transfer, adapt, modify, distribute or reproduce, in any way; (ii) disassemble, decompile, reverse engineer or attempt to derive its source code, underlying ideas, algorithms, structure or organization; (iii) modify or create derivative works; (iv) remove any copyright, identification or other proprietary notices; (v) use the Site in any manner that could damage, disable, overburden, or impair the Site, or interfere with

other users' enjoyment of the Site. Users also agree not to permit or authorize anyone else to do any of the foregoing.

Confidentiality

Experts should recognize that it may be necessary for companies to disclose certain confidential information in order for them to use it in order to perform the requested service and to protect such confidential information from unauthorized use and disclosure. Therefore, experts agree to treat any information received from companies as highly confidential, top-secret and classified material. Without prejudice to the generality of the foregoing, the experts specifically agree to (i) keep all such information in strict confidence; (ii) not to disclose the information to third parties; (iii) not to use the information for any purpose except to provide the service; and (vi) not to copy or reproduce any information without the permission of the companies.

General Terms

- MyBlinker reserves the right to suspend any account or permanently disable it due to your breach of these Terms of Service and/or our Community Standards or due to any illegal or inappropriate use of the Site or services.
- Users with disabled accounts will not be able to offer or purchase the services on MyBlinker.
- Users who have violated our Terms of Service and/or our Community Standards and have their account disabled may contact our Customer Support team for more information about the violation and account status.
- Disputes should be handled by contacting MyBlinker customer support.
- MyBlinker may make changes to its Terms of Service from time to time. When these changes are made, MyBlinker will make a new copy of the terms of service available on this page.
- You understand and agree that, if you use MyBlinker after the date the Terms of Service have changed, MyBlinker will consider your use as acceptance of the updated Terms of Service.

User-generated content

User-generated content ("UGC") refers to content added by users as opposed to content created by the site. All content uploaded to MyBlinker by our users (companies and experts)

is user-generated content. MyBlinker does not verify that uploaded/user-created content is appropriate, violations of copyright, trademark, other rights or violations and the user uploading/creating such content shall be solely responsible for it and the consequences of using, disclosing it, storing it or transmitting it. By uploading or creating content on the MyBlinker platform, you represent and warrant that you own or have obtained all necessary rights, licenses, consents, permissions, power and/or authority to use and/or upload such content and that such content or use thereof on the Site does not infringe and shall not (a) infringe or violate any intellectual property, property or privacy rights, data protection or publicity of any third party; (b) violate applicable local, state, federal and international laws, regulations and conventions; and/or (c) violate any of their policies and/or terms of service or those of third parties. We invite everyone to report violations along with proof of ownership, as appropriate. Reported infringing content may be removed or disabled.

In addition, MyBlinker is not responsible for the content, quality or level of service provided by experts (even if they are top-rated experts). We encourage users to leverage our rating system, our community, and common sense to choose the right services.

By offering a service, the expert agrees to have sufficient permissions, rights and/or licenses to provide the service offered on MyBlinker.

In case of offering the professional service virtually, the company will be responsible for granting the platform for the realization of the service (Desirable), in the event that inconveniences are generated on the day of the realization of the professional service, the 2 parties must reach an agreement to reschedule the session in a maximum of 30 days, If an agreement is not reached, the amount paid will be refunded less administrative expenses to the company.

Disclaimer of Warranties

THE SITE, ITS CONTENT AND ANY SERVICES OBTAINED THROUGH THE WEBSITE ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED. NEITHER MYBLINKER NOR ANYONE ASSOCIATED WITH MYBLINKER MAKES ANY WARRANTY OR REPRESENTATION REGARDING THE COMPLETENESS, SECURITY, RELIABILITY, QUALITY, ACCURACY OR AVAILABILITY OF THE WEBSITE.

THE FOREGOING DOES NOT AFFECT ANY WARRANTIES THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

Limitation of Liability

Professional or Expert:

The professional/expert is aware and unconditionally accepts that My Binker is a collaborative digital platform that offers only professionals/experts the possibility of self-promotion of professional training services, talks, consulting and training intentional and directed to interested third parties that are regularly companies or organizations that also participate within the platform and that want to acquire those professional services for an agreed payment. The professional / expert accepts that, in accordance with the policies and rules of the platform, he is free to create his own profile providing his personal data within the platform, as well as to accept or reject the proposals of services that are presented exclusively through the platform, so that in turn he may at any time voluntarily unsubscribe temporarily or permanently from the platform, or My Binker may do so without prior notice in accordance with its own internal policies and regulations without this implying consequences or responsibilities of any kind. The professional / expert assumes exclusively all legal responsibility that entails the information that he has included in his personal profile knowing and guaranteeing that everything must be truthful, legally obtained, verifiable and verifiable, as well as the responsibility generated by the manifestations, reactions, interactions, publications, disclosures, photos, images, videos, audio files, data in general, documents, opinions or information that you include in your personal profile, and assumes all civil, contractual, legal, criminal, tax and other liability arising from claims, complaints, litigation, or lawsuits established by a company that has hired or tried to hire you through the use of the My Binker platform or another interested third party, who feels injured or damaged. The professional/expert assumes full responsibility arising from lawsuits, administrative processes, inspections, judicial processes or complaints from state authorities of any nature on the occasion and reason for the training, training or consulting services that he has provided to a third party or that he has tried to give. The professional / expert assumes exclusively all legal responsibility in a broad sense, which entails the promotion, participation and execution of trainings, conferences, consultancies, talks, trainings or lessons given to third parties, so he must assume by himself exclusively with his patrimony all the responsibility and legal and economic consequences arising from breach of contract, Conflicts for compliance, dissatisfaction with the services provided, fraud, deception, offenses, scams, misleading advertising, or for the commission of faults, legal

infractions, crimes or illegal. The professional / expert accepts and declares that he has the theoretical, scientific, empirical knowledge, professional attributes and experience required to be able to provide a training, talk, workshop, consulting or contracted training, so only he will be responsible for the results obtained in each contract. The professional / expert unconditionally accepts and knows that My Blinker does not guarantee that he will be hired at any time or rehired, nor does he guarantee that he will obtain any economic sum, remuneration or compensation, nor does he guarantee that he will do any business, nor that he will obtain money for participating in the platform, and My Blinker is not responsible for affectations that the professional / expert has in his reputation or image due to bad qualifications, bad reviews, bad reviews, or bad references given by third parties who also participate in My Blinker or who have tried to hire it, or from third parties who have in any way felt affected or injured by the simple fact that the professional/expert has a profile on My Blinker or by direct or indirect damages caused by his profile. The professional/expert, accepts and is aware that he will negotiate for himself with the contracting companies and will decide for himself the places, and the dates and times that are most convenient for him in which he will provide training, instruction, talks, consulting or teaching services to third parties that participate within the My Blinker platform, so My Blinker will make available its digital platform to facilitate the achievement of the contracting agreement and to facilitate the respective payment once the terms and conditions governing each contract have been fulfilled and according to the policies and conditions of validation and verification of My Blinker. The professional / expert accepts and is aware that in case he is hired by a contracting company to provide a training, training, talks, or consulting service, he will be solely responsible for the content, quantity and quality of the information he provides, teaches, discloses, trains or trains, as well as the opinions expressed and must only pay My Blinker the respective percentage that will be automatically deducted from the income that has or receives product of the service provided, according to the percentage that will be said and that is in force at the time the service and contracted payment is generated. The professional/expert accepts that he will only provide services to third parties who participate in the platform and with whom he wants to contract and therefore has no link with My Blinker beyond what it implies only to use the collaborative platform to promote his own professional services as an expert trainer or trainer in different areas of human knowledge and pay My Blinker the respective percentage that is deducted from the income that you receive for that reason. The professional / expert accepts that his relationship with My Blinker is a typical and characteristic relationship governed by civil and commercial legislation with no

obligations other than those indicated here and therefore of a solely and exclusively commercial nature, applying additionally to the lack of express provision in commercial legislation and the regulatory provisions of civil law and therefore completely foreign to labor law, By virtue of which it understands, accepts and understands that it will never, at any time, be applicable to the labor or social security legislation in force.

The professional/expert agrees to comply with all current regulations including, but not limited to, the laws in force against Sexual Harassment in Employment and Teaching or that which is in force, as well as the anti-discrimination and harassment policies that My Blinker has internally, or that legally applies at that time, and agrees to be individually responsible for the payment of any payroll and sales tax, value added tax, as well as for the payment of any tax that corresponds to you according to current tax regulations, including guidelines regarding the use of electronic receipts and digital invoicing.

The professional/expert will be solely responsible for the registration of agents, assistants, assistants, promoters, vendors, demonstrators, employees and workers that he eventually has or will have, before social security, as well as for all tax returns, insurance, and payments that must be completed or paid to tax or local authorities in connection with the execution of the Services executed in favor of third parties. My Blinker will not make withholdings or payments for social security contributions, nor will it make contributions to the insurance of occupational risks, unemployment or disability, since it has no employment, management or subordination relationship with or with the Professional / expert. Likewise, the professional / expert undertakes to keep in strict confidentiality the information to which he has access due to his participation in My Blinker which in no case may disclose or transmit to unauthorized third parties.

My Blinker may mediate in the resolution of disputes that arise between professional / expert and company, provided that this does not imply or be considered as a recognition or acceptance of any type of civil or pecuniary liability or that it will not represent a reputational exposure. The professional/expert accepts that all communication and conversation with the company that contacts him or that hires him may be accessed and stored indefinitely by My Blinker and that the profile data will also be contained and safeguarded within the platform for an indefinite period.

Enterprise:

By registering a business profile, the company unconditionally accepts that My Blinker is a collaborative digital platform that offers you free of charge the possibility to search and hire independent professionals/experts who promote themselves to offer paid training, consulting, talks, workshops and training services under agreed conditions and payment. The company may hire the professionals it deems relevant according to the research and navigation carried out on its own account and criteria within the My Blinker platform, being able to choose freely, voluntarily and independently the one that is of more interest or better qualified according to its search criteria, for which it must agree with the professional / expert regarding the terms and conditions of the contract for the event of training, workshop, consultancy, talk or conference you want to acquire. In this sense and for that reason, the contracting company exempts My Blinker from all civil, criminal, contractual, extracontractual, fiscal, administrative, commercial and tax liability for any circumstance from which any type of conflict arises between it and the professional / expert contacted or hired and that may result in an administrative, contractual, extra-contractual claim, arbitral or judicial. My Blinker will not be liable in case of breach of contract, non-contractual damage, dissatisfaction with the service provided, poor quality, fraud, deception, scam, or simulation, by the independent professional / expert hired through the My Blinker platform. The company may unsubscribe from the platform either temporarily and / or permanently, and My Blinker may also terminate the business profile temporarily or permanently without prior notice, and without generating any type of responsibility, if it is detected or suspected that the company has intentionally or repeatedly violated internal policies, Community rules, established conditions, has abused its contracting powers, has unjustifiably damaged the reputation of a professional/expert, has made simulated hires, has totally or partially breached agreements and agreements agreed, has contracted for purposes other than to satisfy a legally valid and confessable business interest, or has fraudulently pretended to be a legally constituted business organization, a non-governmental organization, a professional association, a professional association, a duly established community organization or a governmental entity. The company can only communicate with My Blinker through the official channels established and can only communicate with the professional / expert through the official channels established within the platform, so you can not make statements, requests, queries, open incidents, raise complaints, claims, allegations or criticisms through other channels than internal ones within the platform and must wait for answers and possible solutions according to the times and deadlines that are established

on the platform. My Blinker has developed a sophisticated methodology of validation of skills, and professional categorization for professionals / experts, as well as a standardization in the best practices and methodologies of teaching, consulting and training which has made free knowledge and at the service of independent professionals / experts so that they can offer and teach lessons, trainings, talks, workshops, consultancies and training in person or virtually under the highest quality standard, however that does not imply under any scenario that My Blinker guarantees, promises a result, or assumes joint and several responsibility or responds in any possible way for the final results obtained with the hiring of the professional / expert by the contracting company. My Blinker has an adjusted refund policy that under very specific conditions and after a previous investigation will apply according to the established policies and what corresponds to each specific case. My Blinker may mediate in the resolution of disputes that arise between professional / expert and company, provided that this does not imply or be considered as a recognition or acceptance of any type of civil or pecuniary liability or that it will not represent a reputational exposure. The company accepts that all communication and conversation with the professional / expert may be accessed and stored indefinitely by My Blinker and that the data of the company profile will also be contained and safeguarded within the platform.

IN NO EVENT SHALL MYBLINKER, EMPLOYEES, AGENTS, OFFICERS OR DIRECTORS BE LIABLE FOR DAMAGES OF ANY KIND, UNDER ANY LEGAL THEORY, ARISING OUT OF OR IN CONNECTION WITH YOUR USE, OR INABILITY TO USE, THE WEBSITE, ANY WEBSITES LINKED TO IT, ANY CONTENT ON THE WEBSITE, SUCH OTHER WEBSITES OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE OR SUCH OTHER WEBSITES, INCLUDING ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, NON-CONSEQUENTIAL OR INCLUDING LIMITED PUNITIVE DAMAGES TO, PERSONAL INJURY, PAIN AND SUFFERING, EMOTIONAL DISTRESS, LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF GOODWILL, LOSS OF DATA, AND WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT OR OTHERWISE, EVEN IF IT IS PREDICTABLE.

THE FOREGOING DOES NOT AFFECT ANY LIABILITY THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.