

Offer Contracts Terms

Effective Sept 28, 2025

These Cheddify Offer Contracts Terms (“**Offer Contracts Terms**”) define the terms and conditions under which Cheddify offers and you agree to use Cheddify’s Offer Contracts service, as described in these terms (“**Offer Contracts Services**”), and are part of and incorporate by reference the Cheddify User Agreement and other Terms of Service. The Offer Contracts Terms are in addition to and, except where explicitly stated, do not supersede, replace, or limit other similar terms in the Terms of Service. Capitalized terms not defined herein are defined in the User Agreement or elsewhere in the Terms of Service.

IN ORDER TO USE CHEDDIFY’S OFFER CONTRACTS SERVICE YOU AGREE TO BE BOUND BY THE OFFER CONTRACT TERMS AND THE ARBITRATION AND CLASS ACTION WAIVER IN THE USER AGREEMENT. IF YOU DO NOT ACCEPT THESE TERMS, INCLUDING THE ARBITRATION AND CLASS ACTION WAIVER, YOU MAY NOT ACCESS OR USE ANY OFFER CONTRACTS SERVICES.

1. HOW IT WORKS

With the Offer Contracts, a Freelancer can create and send fixed-price, ongoing hourly work, or membership contract offers to any eligible Client to sell goods and services. If the Freelancer creates the contract proposal and the Client accepts the proposal, the Client and Freelancer will enter directly into a contract (the “**Offer Contract**”).

1.1 Fixed Price Offer Contracts

As described in the Fixed Price Contract Instructions, once the Fixed Price Contract has been accepted, the Client will be billed for the full price of the Offer. When the work is completed, the Freelancer will request that the Client release the Contract from escrow. If the Client approves the work, Cheddify will release the Contract Funds. Once the Contract Funds are released, the Contract will end.

1.2 Ongoing Hourly Offer Contracts

As described in the Hourly Contract Instructions, once the Contract has been accepted, the Client will wait for the Freelancer to invoice billable hours. Client agrees to fund payments to Freelancer on a regular basis, within 72 hours of Freelancer’s submission of an invoice. If Client approves the submitted hours, Cheddify will release the Contract Funds to Freelancer.

1.3 Membership Offer Contracts

As described in the Membership Contract Instructions, once the Contract has been accepted, the Client will be billed the initial installment for the contract. This amount will be credited to the Freelancer immediately, or after up to 3-5 business days in certain cases, at Cheddify’s sole discretion. Client agrees to separately fund payments to Freelancer on a regular bases, as described in the details of the membership contract.

The contract will remain in place until either: 1. The Client successfully cancels the membership, 2. The Freelancer cancels the membership, or 3. The Client's membership status is frozen after a payment does not process.

2. ELIGIBILITY

Any Freelancer that is eligible to use the Site is eligible to use the Offer Contract Services.

3. FEES

3.1 Freelancer Fees

For any Direct Contract, the following fees apply: Freelancer pays a 20% service fee to Cheddify, plus a 3% payment processing and administration fee ("**Direct Contract Payment Fee**"). Freelancer authorizes and instructs Cheddify to automatically charge and deduct the Direct Contract Payment Fee from the Direct Contract Funds or Direct Contract Hourly Funds, as described more fully in the Fee and ACH Authorization Agreement.

3.2 Client Fees

Clients are generally charged a \$1 administration & Service Fee on each item ordered made on a Contract at the rate clearly displayed on the App before entering into a Direct Contract ("**Payment Fee**"). If no fee is stated at the time of entering into a Contract, then no Payment Fee will be charged.

4. PAYMENT PROVIDER SERVICES

Freelancer and Client acknowledge and agree the Fixed Price Contract Instructions apply to Fixed Price Contracts. Freelancer and Client further acknowledge and agree that the Hourly Contract Instructions apply to Hourly Contracts, and Membership Contract Instructions apply to Membership Contracts.

5. ROLE OF CHEDDIFY AND USER RESPONSIBILITIES

You understand and agree that Cheddify is not a party to any Offer Contract, is not involved in or responsible for any work performed by Freelancers, is not involved in or responsible for any payment made under a Direct Contract, and has no control over any Freelancer or Client. Cheddify does not have any power or authority to, and does not, determine any eligibility standards for any Offer Contract, select or contract any Freelancer to provide services to a Client, determine or control any term or condition of the Offer Contract or Project, or cause any Freelancer or Client to accept any Offer Contract or perform any Freelancer Services. Cheddify does not guarantee that Freelancer will be paid.

6. OTHER TERMS

Together with the Cheddify User Agreement and other Terms of Service, these Offer Contract Terms represent the entire agreement with Cheddify and supersede all prior agreements and understandings with respect to the matters covered. You agree that you did not accept the Offer Contract Terms based on any representations, whether written or oral, other than those contained herein. No modification of or amendment to the Offer Contract Terms, nor any waiver of any rights, will be effective unless in writing signed by you and Cheddify. Notwithstanding the foregoing, to the extent permitted by applicable law, Cheddify may amend the Offer Contract Terms with prior notice at any time. The posting of the amended Offer Contract Terms on the Cheddify App will constitute notice. Your continued use of the Offer Contract Services after the effective date of a revised version of the Offer Contract Terms or notice to you of updated Offer Contract Terms constitutes your acceptance of its terms and agreement to be bound by its terms. In the event of a conflict between these Offer Contract Terms and the applicable Instructions, the applicable Instructions shall govern; in the event of a conflict between these Offer Contract Terms and any other agreement in the Terms of Service, these Offer Contract Terms shall govern.