

## Hourly Payment Agreement

Effective September 28, 2025

If Client and Freelancer enter into an Hourly Contract, this Hourly, Payment Agreement ("**Agreement**") applies.

To the extent permitted by applicable law, we may modify this Agreement, without prior notice to you, and any revisions to the Agreement will take effect when posted on the Site unless otherwise stated. Please check the Site often for updates.

This Agreement hereby incorporates by reference the Terms of Service. Capitalized terms not defined in this Agreement are defined in the User Agreement elsewhere in the Terms of Service, or have the meanings given such terms on the Site.

### 1. DIGITAL SIGNATURE

By clicking to accept an Hourly Contract, Client and Freelancer are deemed to have executed this Agreement electronically, effective on the date Freelancer clicks to accept an Hourly Contract, pursuant to California Civil Code section 1633.8 and the federal Electronic Signatures in Global and National Commerce Act, 15 U.S.C. Sec. 7001, et seq., as amended from time to time (the "**E-Sign Act**"). Doing so constitutes an acknowledgement that Client and Freelancer agree to conduct the transaction electronically, and are able to electronically receive, download, and print this Agreement and the Escrow Instructions it contains.

### 2. MAKING OR RECEIVING AN HOURLY PAYMENT

#### 2.1 PERIODIC INVOICES

For Hourly Contracts, the Freelancer will list the hours worked in a session or day, or when they log the hours after work is completed; and (ii) submit the Invoice to the Client for payment. Client will be requested to approve the work and send payment immediately.

#### 2.2 HOURLY INVOICE REVIEW

Client must review and approve or dispute the Hourly Invoice as soon as possible, or no later than 72 hours after the time that the Freelancer submitted the invoice. If the Client takes no action, after 72 hours, funds will be automatically charged to the Client and irrevocably released funds to the Freelancer.

### 3. MAKING OR RECEIVING A TIP

Client may also make a tip, or other miscellaneous payment to Freelancer using the Site. To make such a payment to a Freelancer, Client may add the tip when creating a review. If Client clicks to pay such a payment to Freelancer, Client irrevocably instructs Cheddify to, and Cheddify will, release funds as described in this Agreement.

### 4. INSTRUCTIONS TO PAY IRREVOCABLE

Client's instruction to Cheddify to pay a Freelancer is irrevocable. Such instruction is Client's authorization to transfer funds to Freelancer from the Client's Account or authorization to charge Client's Payment Method. Such instruction is also Client's representation that Client has received, inspected, and accepted the subject work or expense. Client acknowledges and agrees that upon receipt of Client's instruction to pay Freelancer, Cheddify or its Payment Provider will transfer funds to the Freelancer and that Cheddify has no responsibility to and will not be able to recover such funds. Therefore, and in consideration of services described in this Agreement, Client agrees that once Cheddify or its Payment Provider has charged Client's Payment Method, the charge is non-refundable.

## **5. RELEASE AND DELIVERY OF FEES**

In addition, Cheddify is authorized to and will release applicable portions of the Client Account (each portion, a "**Release**") to the Freelancer Account, upon the occurrence of and in accordance with one or more Release Conditions provided below or as otherwise required by applicable law or the Terms of Service. The amount of the Release will be delivered to the Freelancer Account, in accordance with Freelancer's and Client's instructions, as applicable, in the Terms of Service.

### **5.1 RELEASE CONDITIONS**

As used in these Instructions, "**Release Condition**" means any of the following:

1. Client and Freelancer have submitted joint written instructions for a Release.
2. Client has approved all or a portion of the Freelancer's Hourly Invoice. This Release Condition will only apply to amounts invoiced by the Freelancer that Client has approved. Client's failure to dispute an Hourly Invoice, or a portion of an Hourly Invoice, within the Dispute Period pursuant to this Agreement, or as otherwise provided in the Escrow Instructions, constitutes approval by the Client for purposes of this Release Condition.
3. Cheddify reviews Client's dispute of amounts invoiced on Freelancer's Hourly Invoice for an Hourly Contract with screenshots pursuant to this Agreement and determines that the time is related to the Hourly Contract requirements or Client's instructions.
4. Client initiates a Dispute with respect to Freelancer's Hourly Invoice for an Hourly Contract without screenshots pursuant to this Agreement and Client and Freelancer resolve the dispute without the assistance of Cheddify.
5. Issuance of a final order of a court or arbitrator of competent jurisdiction from which appeal is not taken, in which case the funds will be released in accordance with such order.
6. We believe, in our sole discretion, that fraud, an illegal act, or a violation of Cheddify's Terms of Service has been committed or is being committed or attempted, in which case Client and Freelancer hereby irrevocably authorize and instruct Cheddify to take such actions as we deem appropriate in our sole

discretion and in accordance with applicable law, in order to prevent or remedy such acts, including without limitation to return the funds associated with such acts to their source of payment.

## **6. PAYMENT PROTECTION**

Cheddify provides limited payment protection to Users as detailed in this Section 6 ("**Hourly Payment Protection**").

### **6.1 FOR FREELANCERS**

In the rare event that a Freelancer's Client does not make payment for legitimate services performed by a Freelancer, Cheddify may provide Hourly Payment Protection to the Freelancer as detailed in this Section 6.1 as a membership benefit to foster fairness, reward loyalty, and encourage the Freelancer to continue to use the Site Services for their business needs. Hourly Payment Protection may be offered to a Freelancer at Cheddify's sole discretion:

- Client must have an Account in good standing and a valid and verified Payment Method at the start of the Hourly Contract, must have been on Cheddify for at least 60 days, must have a rating of at least 4 stars, and must have a history of at least 5 successful paid transactions of \$10 or more that were funded prior to the date and time of entering into this Service Contract.
- Freelancer's Account must be in good standing, must have been on Cheddify for at least 60 days, must have a rating of at least 4 stars, and must have a history of at least 5 successful paid transactions of \$10 or more that were funded prior to the date and time of entering into this Service Contract.
- Prior to any Hourly Invoice being submitted, Freelancer must have annotated the screenshots sufficient to demonstrate the work relates to the Hourly Contract.
- The number of unpaid hours should be less than one full work day (8).
- Within five days after notification of rejected or unpaid time, Freelancer must submit a Dispute specifically identifying the documented work not otherwise paid for by their Client.

Cheddify will investigate and determine in its sole discretion whether the above terms and conditions have been met, and take into consideration the likelihood of intentional fraud or misuse of the platform in forming a final decision.

Hourly Payment Protection does not apply to: (a) hours invoiced for work not agreed to or authorized by Client; (b) bonus payments; (c) refunds; (d) time added after Client has disputed a billing and before the resolution of that dispute; (e) Fixed-Price Contracts; (f) any payments on Hourly Contracts where the Hourly Contract or the services provided thereunder are prohibited by the Terms of Service; (g) hours billed by Freelancers whom

Cheddify believes, in its sole discretion, to be aware of or complicit in another User's violation of this Agreement or the other Terms of Service; or (h) Freelancers whom Cheddify believes, in its sole discretion, to be involved in actual fraudulent activities or abuse of this Payment Protection.

The maximum rate per hour protected by Cheddify to Freelancer under the Hourly Payment Protection for Freelancers is the lesser of: (i) the rate provided in the Hourly Contract terms; (ii) the usual hourly rate billed by Freelancer on the App across all Clients; and (iii) the going rate for the same skills on the Site in Freelancer's area (such determination to be made in Cheddify's sole discretion). The maximum amount of coverage under the Hourly Payment Protection for Freelancers for the life of a relationship between the same Client and Freelancer is \$320 or 8 hours at Freelancer's average hourly rate billed to Client, at a maximum hourly rate of \$40/hr.

## **6.2. FOR CLIENTS**

Freelancer authorizes and instructs Cheddify to adjust the Hourly Invoice to remove invoiced hours that are not (a) clearly related to either the Hourly Contract terms or work agreed to by the Client, subject to and conditioned on the following terms:

- Client must have an Account in good standing and a valid and verified Payment Method at the start of the Hourly Contract, must have been on Cheddify for at least 60 days, must have a rating of at least 4 stars, and must have a history of at least 5 successful and undisputed paid transactions of \$10 or more that were funded prior to the date and time of entering into this Service Contract. Within the Hourly Invoice Review Period, Client must submit a Dispute specifically identifying the time billed that is not clearly related to either the Hourly Contract requirements or Client instructions.
- Freelancer's Account must be in good standing, must have been on Cheddify for at least 60 days, must have a rating of at least 4 stars, and must have a history of at least 5 successful paid transactions of \$10 or more that were funded prior to the date and time of entering into this Service Contract.

Cheddify will investigate and determine in its sole discretion whether the above terms and conditions have been met, and take into consideration the likelihood of intentional fraud or misuse of the platform in forming a final decision.

Hourly Protection for Clients only protects Client from the obligation to pay for Freelancer's work if the documented hours worked are not clearly related to the Hourly Contract requirements or Client instructions. Hourly Payment Protection for Clients does not create any warranties, express or implied, beyond those expressly stated in the User Agreement.

Hourly Protection for Clients does not apply to: (1) Fixed-Price Contracts; or (2) hours billed by Freelancers who are aware of or complicit in another User's violation of this Agreement or the Terms of Service; or (3) Membership Contracts.

## **7. DISPUTES BETWEEN CLIENT AND FREELANCER**

### **7.1 DISPUTES INITIATED VIA THE PLATFORM**

For Hourly Contracts, Client may dispute Freelancer's hours invoiced on the Hourly Invoice up to 3 days prior (the "**Dispute Period**"). It is Client's responsibility to review the Hourly Invoice of every Hourly Contract on a daily basis and to file any disputes during the Dispute Period. Once the Dispute Period expires, Client will be deemed to have accepted the Freelancer Services and Freelancer Fees and can no longer dispute them.

Disputes handled by Cheddify can only address the hours billed, not the quality of the Freelancer Services or the Work Product provided under Hourly Contracts. If Client disputes Freelancer's hours invoiced in the Hourly Invoice under an Hourly Contract during the Dispute Period, Client and Freelancer are encouraged to resolve the dispute between themselves. If Client and Freelancer fail to come to a resolution, Cheddify will promptly investigate the Hourly Invoice and determine, in our sole discretion, whether an adjustment is appropriate consistent with Client's and Freelancer's instructions in these Escrow Instructions. Cheddify's determination of such dispute shall be final.

If Client's payment is unsuccessful, Cheddify will review the Daily Invoice to determine if it qualifies for Payment Protection. If Cheddify, in its sole discretion, determines that the Daily Invoice qualifies for Payment Protection, it will make payment to the Freelancer to cover the Hourly Invoice on behalf of the Client. In the event that Cheddify makes payment on behalf of the Client, Freelancer hereby irrevocably assigns any right, title or interest in any payment from Client to Cheddify for the amount paid by Cheddify.

Client may choose to approve Freelancer's Invoice prior to the end of the Dispute Period thereby releasing payment for the Invoice. If Client releases payment to Freelancer prior to the end of the Dispute Period, Client certifies that it approves the Invoice, accepts the work, and waives any further right to dispute the work or Invoice through Cheddify's Dispute Assistance (defined below).

You acknowledge and agree that Cheddify may, at its sole discretion, withhold or delay payment in the event of dispute between a Client and a Freelancer. You further acknowledge and agree that Cheddify will not be a party to any dispute between a Client and Freelancer over an Hourly Invoice or Hourly Contract.

### **7.2 CHEDDIFY DISPUTE ASSISTANCE**

Non-binding dispute assistance ("**Dispute Assistance**") is available within 30 days of the date of the last release of funds from Client to Freelancer. If Client or Freelancer contacts Cheddify via support ticket within 30 days of the date of the last payment from

Client to Freelancer and requests non-binding dispute assistance for any dispute among them (a “**Dispute**”), Cheddify will attempt to assist Client and Freelancer by reviewing the Dispute and proposing a mutual, non-binding resolution. Cheddify will only review the 30 days of work performed prior to the date a User requests Dispute Assistance.

- The Cheddify Disputes team will notify Client and Freelancer via ticket by providing a notice of dispute along with a request for information and supporting documentation.
- If both Client and Freelancer respond to the notice and request for information, then the Disputes team will review the documentation submitted and any information available on the Site that pertains to the Dispute. After review, the Disputes team will propose a mutual, non-binding resolution based on the results of the review.
- The proposed resolution is non-binding; Client and Freelancer can choose whether or not to agree to it. If Client and Freelancer agree in writing to the proposed resolution, Client and Freelancer agree that Cheddify is authorized and irrevocably instructed to immediately release Escrow funds in accordance with the proposed resolution.
- If Client or Freelancer rejects Cheddify’s proposed, non-binding resolution then Client and/or Freelancer must pursue the Dispute independently.
- Cheddify reserves the right to review the Freelancer’s work for 30 days prior to the date of the request for Dispute Assistance for compliance with Hourly Payment Protection requirements, and in its sole discretion, to make adjustments to invoices, and to direct Cheddify to make appropriate releases to Client if it finds work that clearly does not relate Hourly Contract requirements or violations of the Terms of Service during its review of the work.

## **8. REFUNDS AND CANCELLATIONS**

Once hours have been approved and money has been sent, Cheddify does not provide refunds. If there is fraud or a misuse of the platform, we encourage both parties to file a dispute before signing off on the hours and sending money. If there are extenuating circumstances, we encourage the Client and Freelancer to communicate and find a fair resolution for both parties.

In the rare event of a refund or chargeback, Freelancer is responsible for the 3% credit card fee for the transaction.

## **9. SERVICE FEES FOR FUNDS RELEASED FOLLOWING DISPUTE ASSISTANCE**

All funds released under Section 7.2 of these Instructions are subject to the normal Service Fees associated with Accounts, as detailed in the User Agreement and these Instructions.

## **10. NOTICES**

All notices to a User required by these Instructions will be made via email sent by Cheddify to the User's registered email address. Users are solely responsible for maintaining a current, active email address registered with Cheddify, for checking their registered email address and for responding to notices sent by Cheddify to the User's registered email address.

## **11. COOPERATION WITH THE DISPUTE ASSISTANCE PROGRAM**

All claims, disputes or other disagreements between you and another User that are covered by the Dispute Assistance program must be resolved in accordance with the terms in the Dispute Assistance program. All claims filed or brought contrary to the Dispute Assistance program will be considered improperly filed, unless otherwise required by law, and Cheddify will have the right to take any other action, including suspension or termination of your User Account, as defined in Section 1.4 of the User Agreement, which may impact your ability to withdraw funds, and any other legal action as Cheddify deems appropriate in its sole discretion.

## **12. ABUSE**

Cheddify, in its sole discretion, reserves the right to suspend or terminate your User Account, as defined in Section 1.4 of the User Agreement, immediately upon giving notice to you if Cheddify believes you may be abusing the Dispute Assistance program or as otherwise permitted by the Terms of Service, which may impact your ability to withdraw funds. However, any disputes for any contracts that existed prior to termination will be subject to the Terms of Service.

## **13. NO RESPONSIBILITY FOR SERVICES OR PAYMENTS**

Cheddify merely provide a platform for Internet payment services. Cheddify does not have any responsibility or control over the Freelancer Services that Client purchases. Nothing in this Agreement deems or will be interpreted to deem Cheddify or any Affiliate as Client's or Freelancer's agent with respect to any Freelancer Services, or expand or modify any warranty, liability or indemnity stated in the Terms of Service. For example, Cheddify does not guarantee the performance, functionality, quality, or timeliness of Freelancer Services or that a Client can or will make payments.