

# AV Hero, Inc – Terms of Use

The AV Hero Terms of Use are comprised of the following documents contained herein:

1. Terms of Use Overview
2. Terms of Service
3. Hero Terms and Conditions
4. Customer Terms and Conditions
5. Hero Standards and Quality Assurance Plan

Please review this document in its entirety.

# Terms of Use Overview

## General Information – Definitions and Descriptions

### Purpose

The purpose of this document is to identify and describe the various user agreements associated with the AV Hero platform.

### Definitions

#### Platform

The platform is defined as the AV Hero website (avhero.app), the AV Hero application (including mobile and or desktop), and all associated API's, features, and functions.

#### User

A user is defined as any person using the AV Hero platform, including all non-registered users, registered Heroes, registered Customers and anyone using any other aspect of the platform

#### Hero

A Hero is defined as any user registered as a Hero on the AV Hero platform.

#### Customer

A Customer is defined as any user registered as a Customer on the AV Hero platform.

### User Agreements

#### Privacy Policy

The AV Hero "Privacy Policy" discloses some or all the ways AV Hero, Inc. gathers, uses, discloses, and manages both the Hero's and Customer's data.

#### Terms of Service

The AV Hero "Terms of Service" provides general terms, conditions, rules, regulations and information related to the AV Hero platform and applies to all users, including non-registered users, registered Heroes, registered Customers and anyone using any other aspect of the platform.

#### Hero Terms and Conditions

The AV Hero "Hero Terms and Conditions" provides terms, conditions, rules, regulations and information related to the AV Hero platform and applies to all registered Heroes. The information contained within the "Hero Terms and Conditions" is provided in addition to the "General Terms and Conditions".

#### Customer Terms and Conditions

The AV Hero "Customer Terms and Conditions" provides terms, conditions, rules, regulations and information related to the AV Hero platform and applies to all registered Customers. The information contained within the "Customer Terms and Conditions" is provided in addition to the "General Terms and Conditions".

## Hero Standards and Quality Assurance Plan

The AV Hero “Hero Standards and Quality Assurance Plan” provides information related to best practices, behavior, actions, appearance, quality and other aspects required of each Hero.

## Application of User Agreements

The following table identifies which agreement applies to each user type.

<b>Agreement Title</b>	<b>User</b>	<b>Hero</b>	<b>Customer</b>
Privacy Policy	X	X	X
General Terms and Conditions	X	X	X
Hero Terms and Conditions		X	
Customer Terms and Conditions			X
Hero Standards and Quality Assurance		X	

# Terms of Service

Please read these terms of service carefully before using Our Platform.

## Interpretation and Definitions

### Interpretation

The words of which the initial letter is capitalized have meanings defined under the following conditions.

The following definitions shall have the same meaning regardless of whether they appear in singular or in plural.

### Definitions

For the purposes of these Terms of Service:

- **Affiliate** means an entity that controls, is controlled by or is under common control with a party, where "control" means ownership of 50% or more of the shares, equity interest or other securities entitled to vote for election of directors or other managing authority.
- **Account** means a unique account created for You to access our Platform or parts of our Platform.
- **Company** (referred to as either "the Company", "We", "Us" or "Our" in this Agreement) refers to AV Hero, Inc., 850 New Burton Road Suite 201, Dover, DE 19904.
- **Content** refers to content such as text, images, or other information that can be posted, uploaded, linked to or otherwise made available by You, regardless of the form of that content.
- **Country** refers to: United States
- **Customer** refers to an individual accessing or using the Platform for the purpose of purchasing Services from AV HERO, or the company or other legal entity on behalf of which such individual is accessing or using the Platform for the purpose of purchasing Services from AV HERO.
- **Feedback** means feedback, innovations or suggestions sent by You regarding the attributes, performance or features of our Platform.
- **Hero** refers to an individual registered and approved as a Hero and accessing or using the Platform for the purpose of offering and/or providing Services to Customers, or the company or other legal entity on behalf of which such individual is accessing or using the Platform for the purpose of offering and/or providing Services to Customers.
- **Order** refers to a request by a Customer to purchase Services from AV HERO.
- **Platform** refers to the Website.
- **Services** refers to services, work, and/or labor offered by, performed by, and/or sold by a Hero.
- **Terms of Service** (also referred as "Terms" and/or "Terms of Use") mean these Terms of Service that form an agreement between You and the Company regarding the use of the Platform.
- **Third-party Social Media Service** means any services or content (including data, information, products or services) provided by a third-party that may be displayed, included or made available by the Platform.
- **Website** refers to AV Hero, having the domain [www.avhero.app](http://www.avhero.app)

- **You** means the individual accessing or using the Platform, including all registered and non-registered users, or the company, or other legal entity on behalf of which such individual is accessing or using the Platform, as applicable.

**Acknowledgement**

These are the Terms of Service governing the use of this Platform and serve a one of the agreements that operate between You and the Company.

Your access to and use of the Platform is conditioned on Your acceptance of and compliance with these Terms of Service. These Terms of Service apply to all visitors, users and others who access or use the Platform.

By accessing or using the Platform You agree to be bound by these Terms of Service. If You disagree with any part of these Terms of Service, You may not access the Platform.

Your access to and use of the Platform is also conditioned on Your acceptance of and compliance with all applicable agreements such as the Privacy Policy of the Company, the Hero Terms and Conditions, the Customer Terms and Conditions, the Hero Standards and Quality Assurance, and the General Service Order Terms and Conditions, with application determined by the following table (Table 1):

<b>Agreement Title</b>	<b>Applicable to You</b>	<b>Applicable to Heroes</b>	<b>Applicable to Customers</b>
Privacy Policy	X	X	X
Terms of Service (this document)	X	X	X
Hero Terms and Conditions		X	
Customer Terms and Conditions			X
Hero Standards and Quality Assurance		X	

**Table 1**

Our Privacy Policy describes Our policies and procedures on the collection, use and disclosure of Your personal information when You use the Application or the Website and tells You about Your privacy rights and how the law protects You.

Our Hero Terms and Conditions provides terms, conditions, rules, regulations and information related to the AV Hero platform and applies to all Heroes.

Our Customer Terms and Conditions provides terms, conditions, rules, regulations and information related to the AV Hero platform and applies to all Customers.

Our Hero Standards and Quality Assurance document provides information related to best practices, behavior, actions, appearance, quality and other aspects required of each Hero.

Our General Service Order Terms and Conditions provides terms, conditions, rules, regulations and information related to each service order and forms the agreement between the Hero and the Customer. Each service order will be subject to and governed by the General Service Order Terms and Conditions.

In addition to the Terms of Service and as applicable according to Table 1, please read Our Privacy Policy, Hero Terms and Conditions, Customer Terms and Conditions, Hero Standards and Quality Assurance Plan, and General Service Order Terms and Conditions carefully before using Our Platform.

## User Accounts

When You create an account with Us, You must provide Us information that is accurate, complete, and current at all times. Failure to do so constitutes a breach of the Terms, which may result in immediate termination of Your account on Our Platform.

You are responsible for safeguarding the password that You use to access the Platform and for any activities or actions under Your password, whether Your password is with Our Platform or a Third-Party Social Media Service.

You agree to not disclose Your password to any third party. You must notify Us immediately upon becoming aware of any breach of security or unauthorized use of Your account.

You may not use as a username the name of another person or entity or that is not lawfully available for use, a name or trademark that is subject to any rights of another person or entity other than You without appropriate authorization, or a name that is otherwise offensive, vulgar or obscene.

## Intellectual Property

The Platform and its original content (excluding Content provided by You or other users), features and functionality are and will remain the exclusive property of the Company and its licensors.

The Platform is protected by copyright, trademark, and other laws of both the Country and foreign countries.

Our trademarks and trade dress may not be used in connection with any product or service without the prior written consent of the Company.

## Your Feedback to Us

You assign all rights, title and interest in any Feedback You provide the Company. If for any reason such assignment is ineffective, You agree to grant the Company a non-exclusive, perpetual, irrevocable, royalty free, worldwide right and licence to use, reproduce, disclose, sub-licence, distribute, modify and exploit such Feedback without restriction.

## Links to Other Websites

Our Platform may contain links to third-party web sites or services that are not owned or controlled by the Company.

The Company has no control over, and assumes no responsibility for, the content, privacy policies, or practices of any third party web sites or services. You further acknowledge and agree that the Company shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with the use of or reliance on any such content, goods or services available on or through any such web sites or services.

We strongly advise You to read the terms and conditions and privacy policies of any third-party web sites or services that You visit.

## Termination

We may terminate or suspend Your Account immediately, without prior notice or liability, for any reason whatsoever, including without limitation if You breach these Terms of Service.

Upon termination, Your right to use the Platform will cease immediately. If You wish to terminate Your Account, You may simply discontinue using the Platform or send an email to [admin@avhero.app](mailto:admin@avhero.app).

## Limitations of Scope

The AV Hero Platform is a technology platform, providing a means for those in need of audiovisual services to request help from and connect with those capable of providing audiovisual services. The Platform does not provide audiovisual services nor do any employees of the Company provide audiovisual services through the platform.

## Limitation of Liability

Notwithstanding any damages that You might incur, the entire liability of the Company and any of its suppliers under any provision of this Terms and Your exclusive remedy for all of the foregoing shall be limited to the amount actually paid by You through the Platform or 100 USD if You haven't purchased anything through the Platform.

To the maximum extent permitted by applicable law, in no event shall the Company or its suppliers be liable for any special, incidental, indirect, or consequential damages whatsoever (including, but not limited to, damages for loss of profits, loss of data or other information, for business interruption, for personal injury, loss of privacy arising out of or in any way related to the use of or inability to use the Platform, third-party software and/or third-party hardware used with the Platform, or otherwise in connection with any provision of this Terms), even if the Company or any supplier has been advised of the possibility of such damages and even if the remedy fails of its essential purpose.

Some states do not allow the exclusion of implied warranties or limitation of liability for incidental or consequential damages, which means that some of the above limitations may not apply. In these states, each party's liability will be limited to the greatest extent permitted by law.

## "AS IS" and "AS AVAILABLE" Disclaimer

The Platform is provided to You "AS IS" and "AS AVAILABLE" and with all faults and defects without warranty of any kind. To the maximum extent permitted under applicable law, the Company, on its own behalf and on behalf of its Affiliates and its and their respective licensors and service providers, expressly disclaims all warranties, whether express, implied, statutory or otherwise, with respect to the Platform, including all implied warranties of merchantability, fitness for a particular purpose, title and non-infringement, and warranties that may arise out of course of dealing, course of performance, usage or trade practice. Without limitation to the foregoing, the Company provides no warranty or undertaking, and makes no representation of any kind that the Platform will meet Your requirements, achieve any intended results, be compatible or work with any other software, applications, systems or

services, operate without interruption, meet any performance or reliability standards or be error free or that any errors or defects can or will be corrected.

Without limiting the foregoing, neither the Company nor any of the company's provider makes any representation or warranty of any kind, express or implied: (i) as to the operation or availability of the Platform, or the information, content, and materials or products included thereon; (ii) that the Platform will be uninterrupted or error-free; (iii) as to the accuracy, reliability, or currency of any information or content provided through the Platform; or (iv) that the Platform, its servers, the content, or e-mails sent from or on behalf of the Company are free of viruses, scripts, trojan horses, worms, malware, timebombs or other harmful components.

Some jurisdictions do not allow the exclusion of certain types of warranties or limitations on applicable statutory rights of a consumer, so some or all of the above exclusions and limitations may not apply to You. But in such a case the exclusions and limitations set forth in this section shall be applied to the greatest extent enforceable under applicable law.

## Governing Law

The laws of the United States' State of Delaware, excluding its conflicts of law rules, shall govern this Terms and Your use of the Platform. Your use of the Application may also be subject to other local, state, national, or international laws.

## Disputes Resolution

If You have any concern or dispute about the Platform, You agree to first try to resolve the dispute informally by contacting the Company.

## United States Legal Compliance

You represent and warrant that (i) You are not located in a country that is subject to the United States government embargo, or that has been designated by the United States government as a "terrorist supporting" country, and (ii) You are not listed on any United States government list of prohibited or restricted parties.

## Severability and Waiver

### Severability

If any provision of these Terms is held to be unenforceable or invalid, such provision will be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law and the remaining provisions will continue in full force and effect.

### Waiver

Except as provided herein, the failure to exercise a right or to require performance of an obligation under this Terms shall not effect a party's ability to exercise such right or require such performance at any time thereafter nor shall be the waiver of a breach constitute a waiver of any subsequent breach.



## Translation Interpretation

These Terms of Service may have been translated if We have made them available to You on our Platform.

You agree that the original English text shall prevail in the case of a dispute.

## Changes to These Terms of Service

We reserve the right, at Our sole discretion, to modify or replace these Terms at any time.

By continuing to access or use Our Platform after those revisions become effective, You agree to be bound by the revised terms. If You do not agree to the new terms, in whole or in part, please stop using the website and the Platform.

## Contact Us

If you have any questions about these Terms of Service, You can contact us:

- By email: [admin@avhero.app](mailto:admin@avhero.app)

# Hero Terms and Conditions

## General Information

Please review this document in its entirety. The use of the AV Hero Platform, in any form, including but not limited to registering to become a Hero or by using the platform in any manner constitutes your acknowledgement and acceptance of these “Hero Terms and Conditions”.

## References

The AV Hero, Inc. “Terms of Service” are hereby incorporated by reference and made a part of these “Hero Terms and Conditions”.

## Definitions

Refer to the AV Hero, Inc. “Terms of Service” document for all definitions. Certain words or phrases contained within this document have specific meaning and consideration.

## Relationship Between Hero and AV Hero, Inc.

It is expressly understood and agreed that the relationship between a Hero and the Company does not constitute an employer-employee relationship. A Hero is an independent contractor who uses the Platform to:

- Gain access to Customer Order data
- Accept Customer Order(s)
- Manage service call information
- Submit information for payment from Customer(s)
- Communicate with Customer(s) and AV Hero, Inc.

A Hero shall, for all purposes herein provided, be deemed to be an independent contractor and, except as expressly provided or authorized herein, shall have no authority to act for or represent the Company in any way or otherwise be deemed an agent of the Company.

A Hero shall act as an independent contractor in the performance of their services. A Hero shall have the right to control and determine their work schedule and methods and means of performing the services. A Hero shall use their own expertise and judgment in performing the services, recognizing that AV Hero, Inc. has established standards that each Hero must meet in the performance of all work associated with the use of the Platform. Refer to the AV Hero, Inc. “Hero Standards and Quality Assurance” document for additional information related to these established standards.

Heroes are required to provide all tools, equipment, labor, knowledge, skills and transportation needed to successfully meet the requirements of a service call. The Company will not provide materials, labor, transportation, support or any service related to a service call. Heroes, at their sole discretion, will choose to accept or decline any available Order. The Company does not mandate or determine which Orders a Hero accepts nor does the Company determine the schedule or quantity of hours worked by a Hero.

A Hero shall, at all times, comply with any and all laws, ordinances, statutes, executive orders and regulations, federal, state, county and municipal, insofar as applicable to Hero's performance of services.

The Company makes no guarantee to the Hero that work will be available for acceptance.

## Background Check

Prior to being activated as a Hero, all potential Heroes must submit for a background check. The expense of the background check may be covered by the Company, at the Company's discretion. The Company reserves the right to approve or deny any potential Hero the status of Hero as a result of their background check.

## Payment

A Hero shall be compensated for work performed pursuant to the following and subject to rejection of payment based on the conditions identified herein. All amounts contained within this document are in US Dollars.

Heroes shall be compensated at a rate of \$50 per hour of work and will be calculated as described herein. Each service call has a one-hour minimum threshold, meaning the Hero shall be compensated \$50 for the first hour of work or any portion thereof. After the first hour of work, the Hero shall be compensated at a rate of \$50 per hour, billed in 15-minute increments (rounded up to the nearest 15-minute increment).

### **Example 1:**

Amount of time charged to service call: 38 minutes

Amount of compensation paid to Hero: \$50.00

### **Example 2:**

Amount of time charged to service call: 3 hours, 33 minutes

Amount of compensation paid to Hero: \$187.50  $((\$50 \times 3) + (\$50 \times 0.75))$

A Hero will be paid once the Customer approves the completed job or after 72 hours.

## Payment Disputes

In the event a Customer contests payment for services rendered, both the Customer and the Hero shall submit information and documentation to the Company for review. The Company, at its sole discretion, shall determine whether a dispute is valid or not. Both the Customer and the Hero agree that the resolution determined by the Company is final and binding.

## Reimbursements

A Hero is entitled to reimbursements for Customer approved expenses incurred during the performance of work. All expenses subject to reimbursement must be approved by the Customer and shall be

submitted as a “Convenience Fee” through the platform. A Customer may contest a “Convenience Fee” if the Customer does not agree with the charge. It is incumbent upon the Hero to obtain adequate approval prior to submitting any claim for reimbursement (i.e. “Convenience Fee”). Each “Convenience Fee” submitted through the platform must have a receipt, or other satisfactory and mutually agreed upon (between the Customer and Hero) proof of expense. All approved reimbursements shall be paid to the Hero in a dollar-for-dollar manner, without markup or additional fees.

The Company, at its sole discretion, shall determine if a reimbursement is valid. Both the Customer and the Hero agree that the resolution determined by the Company is final and binding.

## Travel

Heroes are not paid for travel time to and from the job location. There are two exceptions to this rule:

- The Hero will be compensated for travel time related to Customer approved, miscellaneous materials that need to be purchased to complete the job request.
- From time to time there may be opportunities presented to Heroes that fall outside of the standard 50 mile radius. In these scenarios, a Hero may be provided a \$50 trip charge to cover travel time.

## Equipment

AV Hero does not provide or sell equipment of any kind. All equipment must be provided and purchased by Customer.

## Taxes

Heroes are obligated to report as income all compensation received from Customers through the Platform pursuant to this agreement, and agree to and acknowledge the obligation to pay all taxes, including without limitation all federal and state income tax, social security taxes and unemployment, disability insurance and workers’ compensation applicable to the Hero and associated with any payment processed through the Platform.

## Representations

A Hero shall represent themselves as who they are and not enlist the help of any other individual, whether as a helper or in leu of their own presence, during the performance of any work associated with the Platform.

## Indemnification

Subject to any limitations stated in this Agreement, the Hero will indemnify and hold harmless the Company, its officers, directors, employees, agents and representatives, from and against liability for all claims, losses, damages and expenses, including reasonable attorney’s fees, to the extent they are caused by a negligent act, error, or omission of the Company.



# Customer Terms and Conditions

## General Information

Please review this document in its entirety. The use of the AV Hero Platform, in any form, including but not limited to registering to become a Customer or by using the platform in any manner constitutes your acknowledgement and acceptance of these “Customer Terms and Conditions”.

## References

The AV Hero, Inc. “Terms of Service” are hereby incorporated by reference and made a part of these “Hero Terms and Conditions”.

## Definitions

Refer to the AV Hero, Inc. “Terms of Service” document for all definitions. Certain words or phrases contained within this document have specific meaning and consideration.

## Placing Orders for Services

By placing an Order for services through the Platform, You warrant that You are legally capable of entering into binding contracts.

## Your Information

If You wish to place an Order for services available through the Platform, You may be asked to supply certain information relevant to Your Order including, without limitation, Your credit card number, the expiration date of Your credit card, Your billing address, and other information.

You represent and warrant that: (i) You have the legal right to use any credit or debit card(s) or other payment method(s) in connection with any Order; and that (ii) the information You supply to the Platform is true, correct and complete.

By submitting such information, You grant the Company the right to provide the information to payment processing third parties for the purpose of facilitating the completion of Your Order.

## Payment

All services purchased are subject to a one-time payment. All payments shall be made by credit card.

All amounts contained within this document are in US Dollars.

Your credit card will be charged once you have approved the completed job or after 72 hours from Hero submitting completed job, whichever is first.

A Customer shall pay for services rendered by a Hero at a rate of \$75 per hour of work and will be calculated as described herein. Each service call has a one-hour minimum threshold, meaning the Customer shall pay \$75 for the first hour of work or any portion thereof. After the first hour of work, the Customer shall pay at a rate of \$75 per hour, billed in 15-minute increments (rounded up to the nearest 15-minute increment).

**Example 1:**

Amount of time charged to service call: 38 minutes

Amount paid by Customer: \$75.00

**Example 2:**

Amount of time charged to service call: 3 hours, 33 minutes

Amount paid by Customer: \$281.25  $((\$75 \times 3) + (\$75 \times 0.75))$

### Payment Disputes

In the event a Customer contests payment for services rendered, both the Customer and the Hero shall submit information and documentation to the Company for review. The Company, at its sole discretion, shall determine whether a dispute is valid or not. Both the Customer and the Hero agree that the resolution determined by the Company is final and binding.

### Onsite and Remote Services

Services performed by a Hero may be completed onsite (i.e. at the customer's location) or remote via phone, text message, email, video or any other form of communication where the Hero solves the issue with or without being onsite.

### Order Cancelation

The Company reserves the right to refuse or cancel Your Order at any time for certain reasons including but not limited to:

- Hero availability
- Errors in your Order
- Previous account history

We reserve the right to refuse or cancel Your Order if fraud or an unauthorized or illegal transaction is suspected.

If you cancel your job request after a Hero has accepted, you may be charged \$75 for the 1/Hour minimum.

### Prices Policy

The Company reserves the right to revise its prices at any time.

### Reimbursements

A Hero is entitled to reimbursements for approved expenses incurred during the performance of work. All expenses subject to reimbursement must be approved by the Customer and shall be submitted as a "Convenience Fee" through the platform. A Customer may contest a "Convenience Fee" if the Customer does not agree with the charge. It is incumbent upon the Hero to obtain adequate approval prior to submitting any claim for reimbursement (i.e. "Convenience Fee"). Each "Convenience Fee" submitted through the platform must have a receipt, or other satisfactory and mutually agreed upon (between the

Customer and Hero) proof of expense. All approved reimbursements shall be paid to the Hero in a dollar-for-dollar manner, without markup or additional fees.

In the case of a dispute, the Company, at its sole discretion, shall determine if a reimbursement is valid. Both the Customer and the Hero agree that the resolution determined by the Company is final and binding.

## Indemnification

Subject to any limitations stated in this Agreement, the Customer will indemnify and hold harmless the Company its officers, directors, employees, agents and representatives, from and against liability for all claims, losses, damages and expenses, including reasonable attorney's fees.

Subject to any limitations stated in this Agreement, the Customer will indemnify and hold harmless all Heroes, from and against liability for all claims, losses, damages and expenses, including reasonable attorney's fees.



# Hero Standards and Quality Assurance

The AV Hero Platform is based on a foundation of trust. In order to satisfy the needs of all AV Hero Platform users, both AV Hero, Inc. and AV Hero Customers must trust the Heroes. To build trust, we have developed the following, aimed at clarifying expectations and identifying the results of certain actions.

## General Expectations

A Hero's actions and conduct are the most important factors of the AV Hero Platform. What a Hero does and how they do it is what makes or breaks all things. If a Hero demonstrates professionalism while successfully completing a task, both the Customer and the Hero win! If a Hero fails to complete a task successfully, fails to conduct themselves professionally, or fails on both accounts, we all lose.

A Hero is expected to...

- Act professionally
- Dress appropriately
- Be considerate of people and things
- Behave ethically
- Be truthful
- Uphold commitments
- *Do the right thing*

## Violations

A violation is defined as any action taken by a Hero or any situation resulting from an action taken by a Hero which is inconsistent with AV Hero's expectations. AV Hero, Inc., at its sole discretion, will determine if any action or situation results in a Hero being found in violation.

Violations include, but are not limited to, the following examples:

- Arriving late to a scheduled service call
- Poor or untimely communication with Customers or the Platform
- Unprofessional or improper appearance or dress
- Offensive language or behavior
- Failing to meet the schedule requirements associated with a service call
- Accepting service calls outside the individual's capability
- Poor or unacceptable workmanship
- Incomplete work
- Violating any local, state, or federal building laws or regulations, including, but not limited to, OSHA regulations or performing work without the appropriate license
- Violating a Customer's policy with regards to nicotine, alcohol or drug use
- Enlisting the help of others to perform any aspect of a Hero's service call(s)

- Having any individual other than the Hero that accepted the service call, perform the work of the service call
- Being unprepared, including but not limited to arriving at a Customer's site without the proper tools or not reading notes or requirements associated with a service call
- Inaccurately claiming a service call is complete
- Falsification of any information to the Customer or the Platform, whether verbal or written
- Requesting compensation outside of or in addition to the Platform, whether monetary or other

## Consequences and Actions

In the unfortunate event that a Hero fails to meet the expectations of the Platform and is found in violation, AV Hero, Inc. will take the appropriate action that is proportionate to the violation. In the event a Hero has multiple violations or has conducted a single violation multiple times, AV Hero, Inc. will adjust the consequences and actions accordingly.

As a result of any violation AV Hero, Inc., at its sole discretion, may take one or more of the following steps:

- Written warning
- Verbal warning
- 10 Day suspension from using the Platform
- 30 Day suspension from using the Platform
- 60 Day suspension from using the Platform
- 90 Day suspension from using the Platform
- Immediate Dismissal

## Immediate Dismissal

Certain actions performed by a Hero will result in immediate dismissal from the Platform. All dismissals are permanent, meaning the individual shall be permanently banned from being a Hero on the Platform. AV Hero, Inc., at its sole discretion, will determine if a Hero's action results in immediate dismissal.

Examples of actions that will result in immediate dismissal include, but are not limited to, the following:

- Violating any local, state or federal laws during the performance of work associated with the Platform
- Sexual Harassment
- Soliciting work outside the Platform from a Customer or any entity or individual who's contact was facilitated by the Platform
- Drug use or being under the influence of a drug during the performance of work associated with the Platform (drugs include, but are not limited to, alcohol, any illegal drug, or any drug for which a prescription is required and not prescribed to the user)
- Any form of unethical behavior
- Discrimination
- Any form of assault, whether physical or verbal
- Any other violation deemed for immediate dismissal by AV Hero, Inc.

## Right to Contest

Some situations may warrant additional communication. If a Hero believes they were unjustly accused of a violation, the Hero may submit an email to [HQ@avhero.app](mailto:HQ@avhero.app), providing as much information as deemed necessary to plead their case. AV Hero, Inc. reserves the right to accept or deny any claims of contest.