

DURABLE PROJECTS LLC
TERMS OF USE FOR YOUFIXEDIT.AI PLATFORM

NOTICE & DISCLAIMER REGARDING AI GENERATED CONTENT: The YouFixedItAI assistant uses AI technology to process user inputs and provide general guidance. All interactions with the AI may be transmitted to and processed by OpenAI's API. We have configured our API usage settings to disable model training using your data. However, you should avoid entering sensitive personal information into the chat interface. Durable Projects LLC makes no representations or warranties regarding the accuracy, completeness, or reliability of any AI-generated content, and disclaims all liability for decisions made based on such content. Use of the AI assistant is at your own risk.

1. **Agreement to Terms.** These Terms of Use ("Terms") are a binding agreement between you and Durable Projects LLC a State of Delaware Limited Liability Company ("Company," "we," or "us"). By accessing or using YouFixedIt.AI at <https://YouFixedIt.ai> (the "Site") or any related services (the "Services"), you accept these Terms and our Privacy Policy at <https://YouFixedIt.ai/privacy>. If you do not agree, do not use the Site or Services.
2. **Eligibility and Accounts**
 - A. You must be at least 18 years old to use the Services.
 - B. If you create an account, you are responsible for your account credentials and for all activity under your account.
 - C. You must provide accurate information and keep it current. We may suspend or terminate your account for violation of these Terms.
3. **Permitted Use**
 - A. You may use the Services for your **personal use** only. Business use, internal or otherwise, is strictly prohibited. If you are interested in utilizing the Services for business use, please contact info@youfixedit.ai. Business use will be governed by a separate Terms of Service.
 - B. You must comply with all applicable laws.
 - C. We grant you a limited, revocable, non-transferable license to access and use the Services as provided in these Terms.
4. **Prohibited Conduct.** You will not:
 - A. Access or use the Services in any unlawful way;
 - B. Attempt to probe, scan, or test system or network security;
 - C. Interfere with, disrupt, or overburden the Services;

- D. Use bots, scrapers, or similar tools, except as allowed by our robots.txt;
- E. Reverse engineer or attempt to discover source code, except as permitted by law;
- F. Upload malware or other harmful code;
- G. Infringe or misappropriate any intellectual property or privacy rights
- H. Use the Services to train competing models, products, or datasets without our prior written consent;
- I. Misrepresent your identity or affiliation;
- J. Access or use the Services in violation of any applicable export control, sanctions, or trade laws, including those administered by the U.S. Department of Commerce and the U.S. Department of the Treasury.

5. Intellectual Property

- A. Ownership. The Services, including all text, graphics, logos, and software, are owned by Company or our licensors and are protected by copyright, trademark, and other laws.
- B. Limited License. Subject to these Terms, we grant you a limited, revocable, non-exclusive, non-transferable license to access and use the Services for their intended purpose. No ownership rights are transferred
- C. Trademarks. All trademarks, service marks, and trade names are the property of their owners. You may not use any mark without written permission.

6. User Contributions

- A. User Contributions. You may submit content to or through the Services (“Contributions”). You retain your rights in your User Content, subject to the license below.
- B. License to Company. By posting your Contributions to any part of the Services, you automatically grant, and you represent and warrant that you have the right to grant, to us an unrestricted, unlimited, irrevocable, perpetual, non-exclusive, transferable, royalty-free, fully-paid, worldwide right, and license to host, use, copy, reproduce, disclose, sell, resell, publish, broadcast, retitle, archive, store, cache, publicly perform, publicly display, reformat, translate, transmit, excerpt (in whole or in part), and distribute such Contributions (including, without limitation, your image and voice) for any purpose, commercial, advertising, or otherwise, and to prepare derivative works of, or incorporate into other works, such Contributions, and grant and authorize sublicenses of the foregoing. The use and distribution may occur in any media formats and through any media channels. This license will apply to any form, media, or technology now known or hereafter developed, and includes our use of your name, company name, and franchise name, as applicable, and any of the trademarks, service marks, trade names, logos, and personal and

commercial images you provide. You waive all moral rights in your Contributions, and you warrant that moral rights have not otherwise been asserted in your Contributions. We are not liable for any statements or representations in your Contributions provided by you in any area on the Services. You are solely responsible for your Contributions to the Services and you expressly agree to exonerate us from any and all responsibility and to refrain from any legal action against us regarding your Contributions. We have the right, in our sole and absolute discretion, (1) to edit, redact, or otherwise change any Contributions; (2) to re-categorize any Contributions to place them in more appropriate locations on the Services; and (3) to pre-screen or delete any Contributions at any time and for any reason, without notice. We have no obligation to monitor your Contributions.

7. **Feedback.** If you provide feedback, ideas, or suggestions, you grant us a perpetual, irrevocable, royalty-free license to use them to develop and improve the Services, without payment.
8. **Third-Party Links and Services.** The Services may contain (or you may be sent via the Site) links to other websites ("Third-Party Websites") as well as articles, photographs, text, graphics, pictures, designs, music, sound, video, information, applications, software, and other content or items belonging to or originating from third parties ("Third-Party Content"). Such Third-Party Websites and Third-Party Content are not investigated, monitored, or checked for accuracy, appropriateness, or completeness by us, and we are not responsible for any Third-Party Websites accessed through the Services or any Third-Party Content posted on, available through, or installed from the Services, including the content, accuracy, offensiveness, opinions, reliability, privacy practices, or other policies of or contained in the Third-Party Websites or the Third-Party Content. Inclusion of, linking to, or permitting the use or installation of any Third-Party Websites or any Third-Party Content does not imply approval or endorsement thereof by us. If you decide to leave the Services and access the Third-Party Websites or to use or install any Third-Party Content, you do so at your own risk, and you should be aware these Terms no longer govern. You should review the applicable terms and policies, including privacy and data gathering practices, of any website to which you navigate from the Services or relating to any applications you use or install from the Services. Any purchases you make through Third-Party Websites will be through other websites and from other companies, and we take no responsibility whatsoever in relation to such purchases which are exclusively between you and the applicable third party. You agree and acknowledge that we do not endorse the products or services offered on Third-Party Websites and you shall hold us blameless from any harm caused by your purchase of such products or services. Additionally, you shall hold us blameless from any losses sustained by you or harm caused to you relating to or resulting in any way from any Third-Party Content or any contact with Third-Party Websites.

9. Purchases, Billing, and Taxes

- A. Pricing. Fees for paid Services are set out at <https://YouFixedIt.ai> or as otherwise provided to you.
- B. Form of Payment. We accept the following forms of payment:
 - 1. Visa
 - 2. Mastercard
 - 3. American Express
 - 4. Discover
 - 5. PayPal
 - 6. Apple Pay
 - 7. Others as provided by ThriveCart.
- C. Accurate Information. You agree to provide current, complete, and accurate purchase and account information for all purchases made via the Services. You further agree to promptly update account and payment information, including email address, payment method, and payment card expiration date, so that we can complete your transactions and contact you as needed.
- D. Sales Tax. Sales tax will be added to the price of purchases as deemed required by us. We may change prices at any time. All payments shall be in US dollars.
- E. Agreement to Pay. You agree to pay all charges at the prices then in effect for your purchases and any applicable fees. You authorize us to charge your payment method for all fees that you incur.
- F. Company Right to Refuse. We reserve the right to refuse any order placed through the Services, for any reason whatsoever.
- G. Authorization to Charge Credit Card. You authorize us to charge your payment method for fees due.
- H. Taxes. You are responsible for all taxes, duties, and similar charges associated with your purchases.
- I. Subscriptions and Recurring Billing. If you purchase a subscription, it will automatically renew for the same term and price then in effect unless you cancel. By purchasing, you agree that we may charge your payment method on a recurring basis until you cancel. You may cancel at any time by utilizing the Settings page on

your account portal or by emailing info@youfixedit.ai. Your cancellation takes effect at the end of the current paid term.

- J. **No Refunds.** Unless we state otherwise, all fees are non-refundable except where required by law.
 - K. **Fee Changes.** We may, from time to time, make changes to the subscription fee and will communicate any price changes to you in accordance with applicable law.
 - L. **California Auto-Renew Disclosure.** For California consumers, the material terms of any automatic renewal will be presented clearly and conspicuously before purchase, we will obtain your affirmative consent to those terms, we will send a post-purchase acknowledgment email that includes the cancellation policy and how to cancel online, and we provide an online method of cancellation that you can use at any time.
- 10. No Legal, Financial, or Professional Advice.** The Services are for general information only. The Services do not provide legal, financial, medical, or other professional advice. You should consult a qualified professional for advice tailored to your situation. Do not submit confidential or sensitive information. You represent that you have the right to provide any input you submit. You are solely responsible for your inputs and for any decisions you make based on AI outputs.
- 11. Privacy.** We care about data privacy and security. Please review our Privacy Policy: <https://YouFixedIt.ai/privacy>. By using the Services, you agree to be bound by our Privacy Policy, which is incorporated into these Terms. Please be advised the Services are hosted in the United States. If you access the Services from any other region of the world with laws or other requirements governing personal data collection, use, or disclosure that differ from applicable laws in the United States, then through your continued use of the Services, you are transferring your data to the United States, and you expressly consent to have your data transferred to and processed in the United States.
- 12. Security.** We use reasonable safeguards designed to protect the Services. No method of transmission or storage is completely secure. You use the Services at your own risk.
- 13. Disclaimer.** THE SERVICES ARE PROVIDED ON AN AS-IS AND AS-AVAILABLE BASIS. YOU AGREE THAT YOUR USE OF THE SERVICES WILL BE AT YOUR SOLE RISK. TO THE FULLEST EXTENT PERMITTED BY LAW, WE DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, IN CONNECTION WITH THE SERVICES AND YOUR USE THEREOF, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT. WE MAKE NO WARRANTIES OR REPRESENTATIONS ABOUT THE ACCURACY OR COMPLETENESS OF THE

SERVICES' CONTENT OR THE CONTENT OF ANY WEBSITES OR MOBILE APPLICATIONS LINKED TO THE SERVICES AND WE WILL ASSUME NO LIABILITY OR RESPONSIBILITY FOR ANY (1) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT AND MATERIALS, (2) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO AND USE OF THE SERVICES, (3) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION AND/OR FINANCIAL INFORMATION STORED THEREIN, (4) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE SERVICES, (5) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE WHICH MAY BE TRANSMITTED TO OR THROUGH THE SERVICES BY ANY THIRD PARTY, AND/OR (6) ANY ERRORS OR OMISSIONS IN ANY CONTENT AND MATERIALS OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF ANY CONTENT POSTED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA THE SERVICES. WE DO NOT WARRANT, ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY PRODUCT OR SERVICE ADVERTISED OR OFFERED BY A THIRD PARTY THROUGH THE SERVICES, ANY HYPERLINKED WEBSITE, OR ANY WEBSITE OR MOBILE APPLICATION FEATURED IN ANY BANNER OR OTHER ADVERTISING, AND WE WILL NOT BE A PARTY TO OR IN ANY WAY BE RESPONSIBLE FOR MONITORING ANY TRANSACTION BETWEEN YOU AND ANY THIRD-PARTY PROVIDERS OF PRODUCTS OR SERVICES. AS WITH THE PURCHASE OF A PRODUCT OR SERVICE THROUGH ANY MEDIUM OR IN ANY ENVIRONMENT, YOU SHOULD USE YOUR BEST JUDGMENT AND EXERCISE CAUTION WHERE APPROPRIATE.

14. Limitation of Liability. IN NO EVENT WILL OUR AGGREGATE LIABILITY ARISING OUT OF OR RELATING TO THE SERVICES EXCEED THE GREATER OF (A) THE AMOUNTS YOU PAID TO US FOR THE SERVICES IN THE THREE MONTHS BEFORE THE EVENT GIVING RISE TO LIABILITY OR (B) 100 U.S. DOLLARS. THE FOREGOING LIMITATIONS APPLY TO ALL CLAIMS, HOWEVER CAUSED, WHETHER IN CONTRACT, TORT, OR OTHERWISE, EXCEPT THAT THEY DO NOT LIMIT LIABILITY FOR RECKLESSNESS, WILLFUL MISCONDUCT, OR INJURY TO THE PERSON IN JURISDICTIONS WHERE SUCH LIMITATIONS ARE NOT PERMITTED.

15. Indemnification. You agree to defend, indemnify, and hold us harmless, including our subsidiaries, affiliates, and all of our respective officers, agents, partners, and employees, from and against any loss, damage, liability, claim, or demand, including reasonable attorneys' fees and expenses, made by any third party due to or arising out of: (A) your Contributions; (B) use of the Services; (C) breach of these Terms; (D) any breach of your

representations and warranties set forth in these Terms; (E) your violation of the rights of a third party, including but not limited to intellectual property rights; or (F) any overt harmful act toward any other user of the Services with whom you connected via the Services. Notwithstanding the foregoing, we reserve the right, at your expense, to assume the exclusive defense and control of any matter for which you are required to indemnify us, and you agree to cooperate, at your expense, with our defense of such claims. We will use reasonable efforts to notify you of any such claim, action, or proceeding which is subject to this indemnification upon becoming aware of it. This Section 15 does not apply to claims arising due to the Company's own reckless or willful misconduct.

16. Termination. We may suspend or terminate your access to the Services at any time if you violate these Terms or we stop offering the Services. You may stop using the Services at any time. Sections that by their nature should survive will survive termination.

17. Changes to the Services and Terms. We may modify the Services at any time. We may update these Terms by posting a revised version with a new "Last Updated" date. Changes will be effective upon posting. If you continue to use the Services after changes take effect, you accept the changes.

18. Dispute Resolution.

A. Informal Negotiations. To expedite resolution and control the cost of any dispute, controversy, or claim related to these Terms (each a "Dispute" and collectively, the "Disputes") brought by either you or us (individually, a "Party" and collectively, the "Parties"), the Parties agree to first attempt to negotiate any Dispute (except those Disputes expressly provided below) informally for at least thirty (30) days before initiating arbitration. Such informal negotiations commence upon written notice from one Party to the other Party.

B. Binding Arbitration. If the Parties are unable to resolve a Dispute through informal negotiations, the Dispute (except those Disputes expressly excluded below) will be finally and exclusively resolved by binding arbitration. YOU UNDERSTAND THAT WITHOUT THIS PROVISION, YOU WOULD HAVE THE RIGHT TO SUE IN COURT AND HAVE A JURY TRIAL. The arbitration shall be commenced and conducted under the Commercial Arbitration Rules of the American Arbitration Association ("AAA") and, where appropriate, the AAA's Supplementary Procedures for Consumer Related Disputes ("AAA Consumer Rules"), both of which are available at the American Arbitration Association (AAA) website. Your arbitration fees and your share of arbitrator compensation shall be governed by the AAA Consumer Rules and, where appropriate, limited by the AAA Consumer Rules. The arbitration may be conducted in person, through the submission of documents, by phone, or online. The arbitrator will make a decision in writing, but

need not provide a statement of reasons unless requested by either Party. The arbitrator must follow applicable law, and any award may be challenged if the arbitrator fails to do so. Except where otherwise required by the applicable AAA rules or applicable law, the arbitration will take place in United States, Wisconsin. Except as otherwise provided herein, the Parties may litigate in court to compel arbitration, stay proceedings pending arbitration, or to confirm, modify, vacate, or enter judgment on the award entered by the arbitrator.

If for any reason, a Dispute proceeds in court rather than arbitration, the Dispute shall be commenced or prosecuted in the state and federal courts located in Milwaukee, Wisconsin, and the Parties hereby consent to, and waive all defenses of lack of personal jurisdiction, and forum non conveniens with respect to venue and jurisdiction in such state and federal courts. Application of the United Nations Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transaction Act (UCITA) are excluded from these Terms.

In no event shall any Dispute brought by either Party related in any way to the Services be commenced more than one (1) years after the cause of action arose. If this provision is found to be illegal or unenforceable, then neither Party will elect to arbitrate any Dispute falling within that portion of this provision found to be illegal or unenforceable and such Dispute shall be decided by a court of competent jurisdiction within the courts listed for jurisdiction above, and the Parties agree to submit to the personal jurisdiction of that court.

- C. Restrictions. The Parties agree that any arbitration shall be limited to the Dispute between the Parties individually. To the full extent permitted by law, (a) no arbitration shall be joined with any other proceeding; (b) there is no right or authority for any Dispute to be arbitrated on a class-action basis or to utilize class action procedures; and (c) there is no right or authority for any Dispute to be brought in a purported representative capacity on behalf of the general public or any other persons.
- D. Exceptions to Informal Negotiations and Arbitration. The Parties agree that the following Disputes are not subject to the above provisions concerning informal negotiations binding arbitration: (i) any Disputes seeking to enforce or protect, or concerning the validity of, any of the intellectual property rights of a Party; (ii) any Dispute related to, or arising from, allegations of theft, piracy, invasion of privacy, or unauthorized use; and (iii) any claim for injunctive relief. If this provision is found to be illegal or unenforceable, then neither Party will elect to arbitrate any Dispute falling within that portion of this provision found to be illegal or unenforceable and such Dispute shall be decided by a court of competent

jurisdiction within the courts listed for jurisdiction above, and the Parties agree to submit to the personal jurisdiction of that court.

- E. Arbitration Opt-Out. You may opt out of this arbitration agreement by sending written notice to info@youfixedit.ai within 30 days after you first accept these Terms. Your notice must include your name, the email address associated with your account, and a clear statement that you wish to opt out of arbitration. If you opt out, this arbitration agreement will not apply to you, and the exclusive venue for disputes will be the state or federal courts located in Milwaukee County, Wisconsin.

19. Notices. We may send notices to you by email to the address on your account or by posting on the Site. You may send notices to us at: info@youfixedit.ai

20. Entire Agreement; Severability; Assignment; Waiver.

- A. Entire Agreement. These Terms and any policies referenced in them form the entire agreement between you and Company.
- B. Severability. If any provision is invalid or unenforceable, it will be enforced to the maximum extent permitted and the remainder will remain in effect.
- C. Assignment. You may not assign or transfer these Terms without our prior written consent. We may assign these Terms without your consent.
- D. Waiver. A failure to enforce a provision is not a waiver of future enforcement.
- E. Governing Law. These Terms are governed by the laws of the State of Wisconsin, without regard to conflicts of law principles and without application of UCITA.
- F. Electronic Communications. You consent to receive contracts, notices, disclosures, and other communications from us electronically, including by email and by posting to the Site, and you agree that those communications satisfy any legal requirement that such communications be in writing.

Last Updated: November 4, 2025