

## **Independent Service Provider Agreement**

Welcome to GenieTown! Our mission is to use the GenieTown Website located at [www.genietown.com](http://www.genietown.com) to help customers looking for services find the service providers that they seek, and to do so efficiently and inexpensively. We need excellent service providers to fulfill this mission, and we look forward to having you as an independent contractor on our team. This Independent Service Provider Agreement (this “Agreement”) is between GenieTown and you, the independent service provider. This Agreement will take effect when you agree to the terms and conditions and become a Genie on the GenieTown web site.

### **A. What GenieTown Offers You.**

Our terms are simple. If you become one of our independent service providers, you will get the following:

1. *Free Internet Presence.* We will help you develop your GenieTown Profile to market your services online. People or entities that request services using the GenieTown Website, which we refer to as “GenieTown Customers”, can refer to your GenieTown Profile to learn more about you, your work experience and whatever you want to tell them about your business in your GenieTown Profile.
2. *Free Leads.* When GenieTown Customers search the GenieTown Website for a service provider who does what you do, our website will point them to a list of GenieTown Profiles, including yours.
3. *Free Marketing.* Because GenieTown is a new and growing company, we will require considerable marketing to spread the word about us. As we market GenieTown, we also market the services performed by independent service providers like you.
4. *Free Communications Forum.* The GenieTown Website offers a simple and reliable means of communicating in writing with current and potential GenieTown Customers, and preserves those communications to help reduce misunderstandings and resolve disputes.
5. *Reward for Excellent Service.* At GenieTown, you’ll be rewarded for excellent service with our ratings system. We allow GenieTown Customers to rate independent service providers on what matters most to them.
6. *Notice of Known Problem Customers.* At GenieTown, independent service providers get to rate GenieTown Customers too. If a GenieTown Customer gets consistently poor ratings from other independent service providers, you’ll know about it before you submit a bid to them.

### **B. What GenieTown Requires of You.**

1. *Reasonable Referral Fee.* Our referral fees are reasonable, and you only pay them if you accept a GenieTown Customer’s bid. Plus, it has to be a real bid from an actual GenieTown Customer, not a kid playing on their parents’ computer or some other hoax. Our fees, which depend on the nature of the services that you perform, are published in our Fee Schedule, a copy of which has been given to you (the “Fee Schedule”). These fees may change over time. Independent service providers are required to pay all taxes and fees associated with the referral fee, and GenieTown reserves the right to take appropriate action, including legal, collections

and/or suspension of his/her or its GenieTown Profile, against any independent service provider who defaults on this payment obligation.

2. *Code of Ethics.* In order to gain and maintain customer trust, we require independent service providers to abide by the GenieTown Code of Ethics described on Exhibit A to this Agreement.
3. *User Agreement.* In addition to our Code of Ethics, we also require independent service providers to comply with the User Agreement for our website, as all other users of the GenieTown Website are required to do. The User Agreement is located at the GenieTown Website, but if you like, we can give you a written copy of it.

**C. What GenieTown Cannot Guaranty.**

GenieTown aspires one day to provide every independent service provider with all the work that they want to do. However, GenieTown is a new and growing company. We cannot guaranty that you will receive any leads, or that if you do receive leads, that they will result in bids or customer contracts. We also cannot guaranty that if you do get contracts using the GenieTown Website, that all GenieTown Customers will pay for your services on a timely basis, or at all, or that the job sites will be safe or secure.

OUR SERVICES AND THE GENIETOWN WEBSITE ARE PROVIDED ON AN “AS IS” BASIS, AND YOUR USE OF THE SERVICES AND THE GENIETOWN WEBSITE IS AT YOUR OWN RISK. GENIETOWN DOES NOT MAKE, AND HEREBY DISCLAIMS, TO THE EXTENT LEGALLY PERMITTED, ANY AND ALL EXPRESS AND/OR IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE, EXCEPT TO THE EXTENT THAT SUCH DISCLAIMERS ARE HELD TO BE LEGALLY INVALID. GENIETOWN DOES NOT WARRANT THAT THE GENIETOWN WEBSITE WILL BE UNINTERRUPTED, ERROR-FREE OR COMPLETELY SECURE. **GENIETOWN IS NOT RESPONSIBLE OR LIABLE FOR THE ACTIONS OR INACTIONS (INCLUDING FAILURE TO PAY) OF ANY GENIETOWN CUSTOMER, YOU, ANY OTHER INDEPENDENT SERVICE PROVIDER, OR OTHER USER OF THE GENIETOWN WEBSITE.** IF YOU HAVE A DISPUTE WITH A GENIETOWN CUSTOMER, INDEPENDENT SERVICE PROVIDER OR OTHER PARTY, IT IS YOUR RESPONSIBILITY TO RESOLVE IT WITH THEM DIRECTLY.

**D. Ending or Suspending the Relationship.**

If you decide for any reason that you want to permanently terminate or temporarily suspend your services, please let us know. You may contact us to have your profile removed from the GenieTown Website at any time, after which you will no longer receive any leads. If you want to suspend your profile temporarily, because of a family vacation, emergency, lack of capacity, or other reasons, you may do that as well. Just let us know when you would like to start receiving leads again.

Failure to abide by the terms of this Agreement may result in the termination of your right to perform services as an independent service provider for GenieTown or to have your profile listed on the GenieTown Website. GenieTown may temporarily suspend or permanently terminate your GenieTown Profile and this Agreement for chronically low ratings, inactive or unacceptable profiles, incorrect contact information, termination of your business, or material breaches of this Agreement, including the Code of Ethics or the User Agreement. Except for cases in which GenieTown determines in its reasonable judgment that immediate suspension or termination is warranted, you will receive a warning before the suspension or termination of your GenieTown Profile or this Agreement.

**E. Amendments.** GenieTown may amend this Agreement, including the Code of Ethics, the Fee Schedule and the User Agreement. If so, we will give you at least thirty (30) days’ notice of any changes either in writing, via email or via the GenieTown Website. Once amended, your continued use of the GenieTown Website constitutes your acceptance of the terms of the Agreement as amended.

**F. Independent Contractors.**

GenieTown and you are independent contractors and this Agreement will not establish any relationship of partnership, joint venture, employment, franchise or agency between us. Neither GenieTown nor you will have the power to direct the day-to-day activities of the other or to bind the other or incur obligations on the other's behalf without the other's prior written consent.

**G. Miscellaneous Provisions.**

This Agreement is made under and will be governed by and construed in accordance with the laws of the State of California (except that body of law controlling conflicts of law) and specifically excluding the United Nations Convention on the International Sale of Goods. Any dispute or claim arising out of or in connection with this Agreement shall be adjudicated in Santa Clara County, California. The prevailing party in any litigation between the parties shall recover its reasonable attorneys' fees and costs from the non-prevailing party. In the event any provision of this Agreement is held by a tribunal of competent jurisdiction to be contrary to the law, then such provision will be modified to reflect the parties' intention, and the remaining provisions of this Agreement will remain in full force and effect. The waiver of any breach or default of this Agreement will not constitute a waiver of any subsequent breach or default, and will not act to amend or negate the rights of the waiving party. You may not assign, resell or transfer any of your rights under this Agreement without the prior written consent of GenieTown, except in connection with a merger, reorganization or sale of all or substantially all of your business or assets. Any attempted transfer, assignment or delegation in violation of the foregoing shall be null and void and of no effect. Subject to the foregoing, this Agreement shall be binding on the parties' permitted successors and assigns. Non-performance by either party shall be excused to the extent that performance is rendered impossible for reasons beyond the control of such party. This Agreement, including all documents incorporated herein by reference, constitutes the complete and exclusive agreement between the parties with respect to the subject matter hereof, and supersedes and replaces any and all prior or contemporaneous discussions, negotiations, understandings and agreements, written and oral, regarding such subject matter.

**EXHIBIT A**  
**GenieTown Code of Ethics**

As an independent service provider for GenieTown, you agree to comply with each of the following in your dealings with GenieTown Customers:

1. You agree to abide by all local, state and federal law.
2. You agree to use your best efforts to provide excellent service to GenieTown Customers, especially in the areas addressed by our rating system.
3. You agree to perform the services contracted for as agreed and in a timely manner (unless there is a good-faith dispute).
4. You agree that you will take prompt, appropriate action on all complaints.
5. You agree that you will not disparage GenieTown or other independent service providers for GenieTown.
6. You agree that you will not intentionally misrepresent your ability, experience, fees or availability, or otherwise attempt to mislead GenieTown Customers.
7. You agree that you will not take any action that may undermine the GenieTown ratings systems (such as creating or having someone else create false jobs and ratings for yourself).
8. You agree that you will not attempt to circumvent the GenieTown Website to avoid paying GenieTown its referral fee.
9. You agree that you will not transfer your GenieTown account (including rating) to another party (other than your subcontractor on a given job) without our consent.
10. You agree that you will not attempt to use the GenieTown Website to obtain competitive information about other independent service providers for GenieTown.