

FIXER STATION LLC

CLIENT PLATFORM SERVICES AGREEMENT V3.0

(Hybrid Managed Marketplace – Clickwrap Version)

Version 3.0 | Effective Date: 09/25/2026

Company: Fixer Station LLC, a Texas limited liability company

Client: The individual or business entity accepting this Agreement electronically

TABLE OF CONTENTS

ARTICLE I – Platform Role & Independent Contractor Relationship

ARTICLE II – Marketplace Structure & Scope of Services

ARTICLE III – Estimates, Pricing & Change Orders

ARTICLE IV – Fees, Billing & Cancellation Terms

ARTICLE V – Client Responsibilities & Site Conditions

ARTICLE VI – Artificial Intelligence & Technology Systems

ARTICLE VII – Insurance & Compliance

ARTICLE VIII – Liability, Indemnification & Limitation of Liability

ARTICLE IX – Suspension & Termination

ARTICLE X – Arbitration & Dispute Resolution

ARTICLE XI – Confidentiality & Data Protection

ARTICLE XII – Electronic Acceptance

ARTICLE XIII – General Provisions

ARTICLE I

Platform Role & Independent Contractor Relationship

1.1 Hybrid Managed Marketplace

Fixer Station operates a technology-enabled Hybrid Managed Marketplace that connects Clients with independent service providers (“Fixers”).

1.2 No General Contractor Status

Fixer Station is not a general contractor and does not perform construction, repair, or maintenance services.

Fixer Station is not a licensed contractor and does not perform or directly supervise construction or trade work.

1.3 Independent Contractors

All services are performed by independent Fixers.

Fixers are independent contractors and not employees, agents, partners, or representatives of Fixer Station.

1.4 No Employment or Agency Relationship

Nothing in this Agreement creates an employment, partnership, joint venture, or agency relationship between Fixer Station and Client or between Fixer Station and any Fixer.

1.5 Administrative Role

Fixer Station provides technology infrastructure, coordination, documentation review, communication facilitation, operational administration, and billing support only.

Project coordination does not constitute supervision, direction, or control of work performance.

1.6 No Control Over Means and Methods

Fixer Station coordinates service delivery, communication, documentation, and billing administration, but does not direct, supervise, or control the manner, means, or methods by which independent service providers perform services at commercial or residential locations.

Fixer Station does not supervise or control service providers' work.

Fixer Station does not guarantee or warrant the quality of services performed by independent service providers.

1.7 Responsibility Allocation

Independent service providers are solely responsible for service execution, jobsite practices, safety procedures, tools, equipment, and compliance with applicable laws. Fixer Station is responsible for platform administration, scheduling coordination, communication facilitation, documentation handling, and billing support.

All services are provided by independent service providers on an "as-is" and "as-available" basis. Fixer Station disclaims all warranties, express or implied, including but not limited to workmanship, fitness for a particular purpose, and merchantability.

ARTICLE II

Marketplace Structure & Scope of Services

2.1 Service Engagement

Services are performed pursuant to confirmed project scopes issued through the Platform.

2.2 Work Performance

Fixer Station does not perform services and does not control, supervise, or direct the work methods, jobsite activities, safety practices, or service execution of independent service providers.

2.3 Background Screening

Fixer Station conducts background checks during Fixer onboarding.

2.4 Commercial and Residential Clients

The Platform may serve commercial and residential Clients.

Fixer Station does not guarantee the availability of service providers in any specific location or timeframe.

2.5 Scope of Services

Services are limited to general handyman work, including assembly, installation, mounting, painting, minor to mid-size drywall repair, minor appliance repair, small non-licensed fixture swaps, and general minor repair and maintenance. The following are excluded: HVAC, licensed plumbing, licensed electrical, gas line or gas appliance connection work, roofing, new construction, structural or framing work, heavy construction, any work requiring a building permit, and any work requiring a trade license. Client shall not request such work through the Platform.

ARTICLE III

Estimates, Pricing & Change Orders

3.1 Estimates

Estimates are preliminary price ranges based on available information.

Estimates are non-binding.

Final pricing, service minimums, cancellation terms, and billing conditions may vary by project and will be confirmed prior to service execution.

3.2 Final Pricing

Final pricing confirmation is required prior to commencement of services.

3.3 Change Orders

Changes in scope, materials, timing, or pricing require written approval before additional work is performed.

ARTICLE IV

Fees, Billing & Cancellation Terms

4.1 Compensation

Client agrees to pay all approved fees associated with services. Pricing, fees, and service terms may vary across different services, locations, and client arrangements, including portfolio-based or multi-location agreements.

4.2 Authorization Holds

Fixer Station may place authorization holds on Client payment methods.

4.3 Net Terms

Approved commercial Clients may be extended Net payment terms.

4.4 Dispute Window

Invoices must be disputed in writing within fourteen (14) days.

4.5 Chargebacks

Client agrees not to initiate chargebacks without prior written notice and reasonable opportunity to resolve.

If Client initiates an unauthorized or bad-faith chargeback after receiving services or approved materials, Client remains responsible for the disputed amount, any chargeback fees, and any reasonable collection or dispute-resolution costs incurred by Fixer Station to the extent permitted by applicable law.

4.6 Administrative Facilitation

Fixer Station may facilitate payments to Fixers as an administrative convenience.

Payment facilitation does not create employment, wage, or payroll status.

4.7 Cancellation Policy

A cancellation fee equal to the minimum service charge applies if Client cancels a scheduled service appointment less than twenty-four (24) hours before the scheduled start time.

No cancellation fee applies for cancellations made twenty-four (24) hours or more before the scheduled start time.

This cancellation fee does not apply to clients operating under the Fixer Station Enterprise Service Level & Pricing Addendum.

4.8 Minimum Service Charge

A minimum service charge, as shown in the Platform or on Client's estimate before booking, applies to all standard work request services, regardless of the scope or duration of work performed.

Enterprise clients operating under the Fixer Station Enterprise Service Level & Pricing Addendum are subject to the minimum charge terms set forth in that Addendum.

4.9 Materials and Non-Returnable Purchases

If materials have been purchased specifically for Client's project and such materials are non-returnable or non-refundable, Client shall remain responsible for the full cost of those materials, even if the service appointment is canceled. This applies regardless of whether the cancellation is made before or after the twenty-four (24) hour cancellation window.

If Client cancels before the twenty-four (24) hour cutoff but non-returnable materials have already been purchased, Client remains responsible for the full cost of those materials. The standard cancellation fee may also apply or may be waived at Fixer Station's discretion.

If Client requests shipment of purchased materials, Client shall also be responsible for applicable shipping costs.

4.10 Payment Authorization

By saving a payment method on the Platform, submitting a service request, or confirming a service appointment, Client authorizes Fixer Station to charge:

- (a) approved service fees;
- (b) applicable cancellation fees;
- (c) material costs;
- (d) shipping costs;
- (e) any applicable taxes or processing fees.

Such authorization shall remain valid until revoked in writing.

4.11 Hourly Billing and Materials

Services are billed by the hour at the rate shown in the Platform or on Client's estimate. On-site hours (time spent performing services at the service location) are billed at the full hourly rate. Off-site hours (travel, material purchase or pickup, preparation, and other job-related activity away from the service location) are billed at fifty percent (50%) of the hourly rate. If the total billed amount for a visit is less than the minimum service charge, the minimum service charge applies. Estimates are based on labor hours only. Materials are billed after the job is completed at the exact documented cost, without markup.

ARTICLE V

Client Responsibilities & Site Conditions

5.1 Site Access

Client shall provide safe and reasonable access to service locations.

5.2 Hazard Disclosure

Client shall disclose known hazardous conditions.

Client is solely responsible for maintaining safe site conditions and compliance with applicable safety laws.

5.3 Suspension Rights

Fixer Station may suspend services for unsafe conditions, non-payment, or policy violations.

ARTICLE VI

Artificial Intelligence & Technology Systems

6.1 AI Tools

Fixer Station may utilize artificial intelligence tools for scope intake, estimate ranges, documentation review, photo review, invoice formatting, communication support, and operational automation.

6.2 Administrative Function

AI systems are administrative and do not alter agreed scope.

6.3 Expansion

AI usage may expand over time.

6.4 License Grant

Company grants Client a limited, revocable, non-exclusive, non-transferable, non-sublicensable license to access and use the Fixer Station Platform solely for lawful business purposes and strictly in accordance with this Agreement.

6.5 Ownership of Platform

All right, title, and interest in and to the Platform, including software, workflows, artificial intelligence systems, content, trademarks, trade names, designs, functionality, and underlying technology, remain the exclusive property of Company.

No rights are granted except as expressly set forth herein.

6.6 Acceptable Use Restrictions

Client shall not:

- (a) copy, modify, distribute, sublicense, lease, rent, sell, or commercially exploit the Platform;
- (b) reverse engineer, decompile, disassemble, or attempt to derive source code;
- (c) interfere with or disrupt Platform integrity or performance;
- (d) attempt unauthorized access to Platform systems or data;
- (e) use the Platform for unlawful or unauthorized purposes.

6.7 Account Responsibility

Client is responsible for maintaining accurate account information and safeguarding login credentials.

Client is responsible for all activity occurring under its account.

Client must notify Company promptly of any unauthorized access.

6.8 Communications Consent

By using the Platform, Client consents to receive transactional communications from Company, including email and SMS messages relating to job coordination, billing, system notifications, and account activity.

Client may opt out of non-essential communications where permitted by law.

6.9 AI & Automated Systems

Client acknowledges that certain Platform features utilize artificial intelligence and automated tools for intake, estimates, documentation summaries, image analysis, and invoice preparation.

AI outputs are informational and subject to human review. Company does not guarantee accuracy of automated outputs.

6.10 Modifications to Platform

Company may modify, update, enhance, suspend, or discontinue Platform features at its discretion.

6.11 Suspension for Misuse

Violation of this Article may result in suspension or termination pursuant to ARTICLE IX.

ARTICLE VII

Insurance & Compliance

7.1 Service Provider Insurance Requirement

As a condition to accept or perform services through the Platform, independent service providers are required to maintain insurance required by law and required by the Platform, including commercial general liability coverage. Fixer Station may require proof of insurance, including certificates and endorsements, for administrative compliance purposes.

Fixer Station may facilitate access to insurance options for independent service providers through third-party licensed brokers for administrative convenience and does not sell insurance.

7.2 Additional Insured, Primary and Non-Contributory, and Waiver of Subrogation Requirement

Fixer Station requires independent service providers to add Fixer Station LLC (and the Client, where designated by Fixer Station) as additional insureds on their Commercial General Liability policies (and any umbrella/excess liability policies) for work performed through the Platform, using endorsement forms at least as broad as ISO CG 20 10 and CG 20 37 (or their equivalents). Such coverage shall apply on a primary and non-contributory basis with respect to Fixer Station LLC and the Client, and shall include a waiver of subrogation in favor of Fixer Station LLC and the Client. Service Provider obligations regarding these endorsements are set forth in the Independent Service Provider Agreement and the COI Upload & Insurance Verification Terms.

7.3 Company Insurance

Fixer Station maintains commercial insurance for its own platform operations. Such coverage is separate from, and does not substitute for, the independent service providers' separate insurance obligations.

7.4 No Guarantee of Provider Coverage

Any insurance maintained by Fixer Station is for Fixer Station's own operations and does not replace the independent service provider's separate insurance obligations. Fixer Station does not guarantee the adequacy of any provider's insurance coverage or any claim outcome.

ARTICLE VIII

Liability, Indemnification & Limitation of Liability

8.1 Limitation of Liability

Fixer Station's total cumulative liability shall not exceed the greater of:

\$100,000; or

The total fees paid by Client in the twelve (12) months preceding the claim.

8.2 Excluded Damages

Fixer Station shall not be liable for consequential, indirect, incidental, special, punitive, or exemplary damages, including lost profits or business interruption.

8.3 Indemnification

Client agrees to indemnify Fixer Station for claims arising from unsafe site conditions, misuse, or breach.

Fixer Station agrees to indemnify Client for claims arising from its material breach, subject to this Article.

8.4 No Service Warranty

Fixer Station makes no representations or warranties regarding the quality, fitness, or workmanship of services performed by independent service providers, except to the extent

expressly stated in a separate enterprise agreement, addendum, or written client-specific arrangement.

ARTICLE IX

Suspension & Termination

9.1 Suspension

Fixer Station may suspend services for non-payment, unsafe conditions, or policy violations.

9.2 Termination

Either party may terminate this Agreement upon thirty (30) days' written notice, unless a different notice period is provided in an applicable enterprise agreement, addendum, statement of work, or other written client-specific arrangement.

9.3 Survival

Certain provisions that by their nature should survive termination shall survive, including but not limited to payment obligations, pricing and billing provisions, limitations of liability, disclaimers, indemnification obligations, dispute resolution provisions, and any other provisions intended to survive termination.

ARTICLE X

Arbitration & Dispute Resolution

10.1 Governing Law

This Agreement is governed by Texas law.

10.2 Binding Arbitration

Disputes shall be resolved by binding arbitration under the Federal Arbitration Act.

10.3 Class Action Waiver

Claims must be brought individually.

10.4 Jury Trial Waiver

The parties waive the right to trial by jury.

Arbitration terms may be modified by written agreement for enterprise clients.

10.5 Small Claims Exception

Notwithstanding the foregoing, either party may bring an individual claim in small claims court if the claim qualifies and remains on an individual, non-class basis.

10.6 Arbitration Rules and Administration

Arbitration shall be administered by the American Arbitration Association (“AAA”) or another mutually agreed arbitration administrator, and shall be conducted in accordance with the applicable arbitration rules then in effect, except as modified by this Agreement.

10.7 Venue; Remote Proceedings

Unless otherwise required by applicable law or agreed by the parties, arbitration may be conducted remotely by video conference, telephonically, or based on written submissions. If an in-person hearing is required, the hearing shall take place in Texas unless the parties agree otherwise.

10.8 Severability of Arbitration Provisions

If any portion of this Article is found unenforceable, the remainder shall remain in full force and effect to the maximum extent permitted by law. If the class action waiver is found unenforceable with respect to a particular claim, then that claim shall proceed in a court of competent jurisdiction and not in arbitration.

10.9 Fees and Costs

Each party shall bear its own attorneys’ fees and costs except as otherwise required by applicable law or awarded by the arbitrator. Arbitration filing fees and administrative costs shall be allocated in accordance with the applicable arbitration rules unless otherwise required by law.

ARTICLE XI

Confidentiality & Data Protection

11.1 Confidential Information

Each party shall protect non-public business information.

11.2 Platform Ownership

Fixer Station retains ownership of its technology, systems, data, and analytics.

11.3 Documentation Use

Client authorizes administrative use of documentation and photographs.

ARTICLE XII

Electronic Acceptance

Electronic acceptance constitutes a binding agreement under the U.S. E-SIGN Act.

By clicking “I Agree,” Client agrees to be legally bound.

Client represents authority to bind the entity, if applicable.

Electronic records constitute valid evidence of acceptance.

Execution by Signature (Optional)

This Agreement may also be executed by electronic or physical signature, including through an electronic signature service. Any such signature shall be legally binding and shall have the same force and effect as an original signature.

ARTICLE XIII

General Provisions

13.1 Entire Agreement

This Agreement, together with the Privacy Policy and, for Clients that accept it, the Enterprise Service Level & Pricing Addendum, including the Client Pricing Terms, each incorporated by reference, constitutes the entire agreement between the parties.

13.2 Amendments

Fixer Station may update this Agreement through electronic notice.

13.3 Assignment

Fixer Station may assign this Agreement.

Client may not assign without written consent.

13.4 Force Majeure

Neither party is liable for events beyond reasonable control.

13.5 Severability

If any provision is unenforceable, remaining provisions remain in effect.

13.6 Enterprise and Negotiated Agreements

For enterprise or commercial clients operating under separate master service agreements, service agreements, statements of work, or negotiated terms, such agreements shall govern to the extent of any conflict with this Agreement. Nothing in this Agreement shall limit the ability of Fixer Station to enter into separate agreements with different terms for specific clients.

☐ I acknowledge that I have read and understand this Client Platform Services Agreement.

☐ I agree to be legally bound by this Agreement.

☐ I confirm that I have authority to bind the applicable individual or entity, if any.

☐ I consent to electronic acceptance and electronic records.

By clicking "I Agree," I accept and agree to be bound by this Client Platform Services Agreement.

OPTIONAL SIGNATURE BLOCK (FOR FORMAL EXECUTION ONLY)

Client

Client Legal Name: _____

Authorized Signer Name: _____

Title: _____

Signature: _____

Date: _____

Fixer Station LLC

By: Aleksandr Kalinin

Title: Managing Member

Signature: _____

Date: _____