

MASTER SERVICE AGREEMENT

HVAC, REFRIGERATION, RESTAURANT COOKING EQUIPMENT, ELECTRICAL & PLUMBING SERVICES

Last Updated: August 18, 2025

This Master Service Agreement ("Agreement") is entered into by and between the commercial customer entity identified below ("Customer") and Marigold Ventures Company – BlueCollar Solutions ("Company") (collectively, the "Parties").

1. ACCEPTANCE OF TERMS

By executing this Agreement, accepting services, or making payment through Company's systems, Customer accepts and agrees to be bound by all terms herein, including updates and revisions. Customer may not proceed with services without accepting these terms.

ARBITRATION NOTICE: This Agreement requires final and binding arbitration to resolve disputes. Review Section 24 carefully.

Customer represents and warrants that Customer: (a) has legal authority to enter binding contracts; (b) has right, authority, and capacity to agree to and abide by this Agreement; (c) is duly authorized to act on behalf of the business entity; and (d) has authority to authorize payments and provide payment information.

2. DEFINITIONS

2.1 "Company" refers to Marigold Ventures Company – BlueCollar Solutions.

2.2 "Customer" refers to the commercial entity accessing or using the Services.

2.3 "Content" refers to all service documentation, reports, technical data, and materials provided through Services.

2.4 "Services" means commercial maintenance, repair, and service programs provided by Company, including:

- HVAC system maintenance, repair, and emergency services

- Commercial refrigeration system maintenance and repair
- Restaurant cooking equipment maintenance and repair
- Electrical system maintenance, repair, and code compliance services
- Commercial plumbing system maintenance and repair

2.5 "Online Payment System" means Company's web-based payment portal, mobile application, or other electronic payment platforms.

2.6 "Payment Information" means credit card numbers, debit card numbers, bank account information, billing addresses, and other financial data provided for payment processing.

2.7 "Payment Processor" means third-party payment processing companies engaged by Company to process electronic payments.

2.8 "Preventive Maintenance" means regularly scheduled inspection, cleaning, adjustment, lubrication, and replacement of components designed to prevent equipment failure and extend equipment life, performed according to manufacturer specifications and industry standards.

2.9 "Service" means diagnostic, repair, adjustment, or corrective work performed on Customer's Equipment to restore proper operation or address specific issues.

2.10 "Repair" means restoration of Equipment to proper working condition through replacement, adjustment, or correction of defective components or systems.

2.11 "Equipment" means all HVAC systems, refrigeration units, restaurant cooking equipment, electrical systems, and plumbing systems covered under this Agreement as specified in Equipment Schedule (Exhibit A).

2.12 "Parts" means components, materials, supplies, and replacement items necessary for maintenance, service, or repair of Equipment.

2.13 "Response Time" means time period from Customer's service request notification to Company's arrival at Customer's premises:

- **Emergency Service:** up to 6 hours maximum during business hours
- **Standard Service:** up to 8 hours maximum during business hours
- **After-Hours Service:** Available outside business hours subject to additional terms and charges
- **Scheduled Maintenance:** As per agreed maintenance schedule

2.14 "Warranty Period" means period during which Company warrants its Services and Parts as specified in Section 18.

2.15 "Business Hours" means 8:00 AM to 5:00 PM, Monday through Friday, excluding federal holidays and Company-designated holidays. After-hours service is available outside these hours subject to additional charges and requirements.

2.16 "Premises" means Customer's commercial facility(ies) where Equipment is located and Services are performed.

3. ONLINE PLATFORM USE AND USER ACCOUNTS

3.1 Platform Access and Licensing

3.1.1 Company provides an online platform ("Platform") including web portals, mobile applications, customer dashboards, payment systems, service request interfaces, and related digital services.

3.1.2 Subject to Customer's compliance with this Agreement, Company grants Customer a limited, non-exclusive, non-transferable, revocable license to:

- Access and use Platform for legitimate business purposes related to Services
- Create and manage user accounts for authorized personnel
- Submit service requests and manage Equipment information
- Process payments and view billing information
- Access service reports, maintenance records, and documentation
- Communicate with Company through Platform messaging systems

3.1.3 Customer shall not:

- Copy, modify, distribute, sell, or lease any part of Platform
- Reverse engineer or extract source code from Platform
- Create derivative works based on Platform
- Use Platform for commercial purposes other than managing Services
- Access Platform through unauthorized automated means or bots
- Interfere with or disrupt Platform's functionality or security
- Use Platform to violate applicable laws or regulations

3.2 User Account Registration

3.2.1 To access Platform and certain Services, Customer must create user accounts and shall:

- Provide accurate, current, and complete registration information

- Designate authorized users with appropriate access levels
- Verify email addresses and contact information
- Accept all terms and conditions of Platform use
- Comply with password security requirements
- Confirm legal authority to bind business entity

3.2.2 Customer represents and warrants that all information provided is true, accurate, current, complete, provided by authorized individuals, not misleading or fraudulent, compliant with applicable laws, and updated promptly when changes occur.

3.2.3 Customer may create multiple user accounts with varying access levels:

- **Administrator Accounts:** Full access to all Platform features and payment authorization
- **Manager Accounts:** Service management and reporting access without payment authority
- **Technician Accounts:** Limited access for specific equipment or locations
- **View-Only Accounts:** Read-only access to reports and service history

3.2.4 Company may require additional verification for payment method authorization, high-value transaction approvals, administrative account changes, suspicious activity investigation, and compliance with security protocols.

3.3 User Account Management

3.3.1 Customer agrees to:

- Create strong passwords meeting Company's security standards
- Keep login credentials confidential and secure
- Use unique passwords not used for other systems
- Enable two-factor authentication when available
- Change passwords immediately upon suspected compromise
- Log out of accounts after each session
- Use secure internet connections when accessing Platform

3.3.2 Customer is fully responsible for all activities under Customer's accounts, maintaining confidentiality of account credentials, all charges and transactions authorized through accounts, immediately notifying Company of unauthorized access, ensuring only authorized personnel access accounts, and monitoring account activity and reporting discrepancies.

3.3.3 Customer must promptly update contact information and email addresses, payment method information, user access permissions and roles, equipment information and location details, emergency contact information, and business registration and tax information.

3.4 Account Suspension and Termination

3.4.1 Company may suspend or terminate Customer accounts immediately, with or without notice, for violation of Agreement or Platform terms, providing false or misleading information, unauthorized or fraudulent activity, security breaches or suspected compromise, non-payment of fees or charges, harmful conduct toward other users or Company personnel, technical security concerns or system abuse, and legal or regulatory compliance requirements.

3.4.2 Customer may terminate accounts by providing 30 days written notice to Company, completing account closure procedures through Platform, settling all outstanding balances and obligations, transferring or deleting data as required, and returning any Company-provided access devices.

3.4.3 Upon termination, access to Platform is immediately revoked, all data may be deleted after reasonable retention period, outstanding charges become immediately due, service requests in progress may be completed at Company's discretion, and Customer must return any Company-provided equipment or access credentials.

3.5 Prohibited Platform Uses

3.5.1 Customer and its users shall not use Platform to violate applicable laws, regulations, or ordinances; infringe upon intellectual property rights; transmit harmful, threatening, abusive, or defamatory content; interfere with Platform security or functionality; access accounts or data without authorization; impersonate other users or entities; collect user information without consent; or distribute spam, malware, or malicious code.

3.5.2 Customer shall not attempt to gain unauthorized access to Platform systems, use automated tools to access or scrape Platform data, overload Platform systems or interfere with other users, circumvent security measures or access controls, reverse engineer Platform software or interfaces, create multiple accounts to evade restrictions, or use Platform beyond scope of granted licenses.

3.5.3 Customer shall not use Platform to resell or redistribute access to other parties, compete with Company's business activities, solicit Company's employees or customers, develop competing products or services, extract data for commercial purposes unrelated to Services, or violate third-party terms of service or agreements.

3.6 Platform Content and User-Generated Content

3.6.1 When Customer posts, uploads, or submits content through Platform, Customer retains ownership of original content, grants Company license to use content for service delivery, represents that content does not violate any rights, warrants authority to grant usage rights, and assumes responsibility for content accuracy and legality.

3.6.2 All user-generated content must be relevant to legitimate business purposes, comply with applicable laws and regulations, respect intellectual property rights, avoid offensive, harmful, or inappropriate material, maintain professional business standards, and protect confidential or proprietary information.

3.6.3 Company reserves the right to monitor Platform content for compliance, remove content that violates this Agreement, suspend accounts for content violations, report illegal content to appropriate authorities, and preserve content as required by law.

3.7 Accuracy of Information Provided by User

3.7.1 Customer represents and warrants that all information provided to Company is accurate (all facts and data are correct and truthful), complete (no material information is omitted or withheld), current (information reflects most recent and up-to-date status), verified (information has been checked and confirmed before submission), and authorized (provided by individuals with authority to bind Customer).

3.7.2 Customer specifically warrants accuracy of business information (legal entity name and registration details, business address and contact information, tax identification numbers and permits, authorized representative information, operational hours and availability), equipment information (equipment make, model, and serial numbers, installation dates and warranty information, maintenance history and service records, operational specifications and requirements, safety and compliance certifications), financial information (payment method details and authorization, billing address and contact information, credit references and financial capacity, tax exemption certificates where applicable, insurance coverage and policy information), and facility information (property access requirements and restrictions, safety hazards and special conditions, utility information and specifications, emergency contact procedures, environmental conditions and requirements).

3.7.3 Membership Asset Information Requirements: Customer must provide and maintain current asset information for all Equipment covered under this Agreement, including complete equipment make, model, and serial numbers with photographic documentation uploaded to Company's online portal under Customer's account. Customer shall upload clear, legible

photographs of each piece of Equipment showing manufacturer labels, serial number plates, and model information within 30 days of Agreement execution or Equipment addition.

3.7.4 Equipment Maintenance History Requirement: Customer must upload at least six (6) months of equipment repair history documentation, including photographs of service invoices, repair records, warranty documentation, and maintenance logs for all Equipment covered under this Agreement. This historical documentation must be uploaded to Customer's online portal account within 30 days of Agreement execution.

3.7.5 Customer must promptly notify Company of changes to business registration or ownership, contact information and key personnel, equipment modifications or replacements, facility access or safety requirements, payment information or authorization, and any material changes affecting service delivery.

3.7.6 Providing inaccurate information may result in service delays or interruptions, additional charges for corrective actions, safety hazards and liability exposure, warranty voidance or service exclusions, account suspension or termination, and legal action for damages or costs incurred.

3.7.7 Company may verify provided information through third-party databases and services, on-site inspections and assessments, documentation requests and reviews, reference checks and confirmations, and industry standard verification procedures.

3.8 Platform Availability and Support

3.8.1 Company endeavors to maintain Platform availability but does not guarantee continuous, uninterrupted access; error-free operation at all times; compatibility with all devices or browsers; immediate response to technical issues; or availability during maintenance periods.

3.8.2 Platform support includes user guides and documentation, email and phone support during business hours, online help resources and tutorials, technical troubleshooting assistance, and account management support.

3.8.3 Company may perform scheduled maintenance that temporarily affects Platform availability with advance notice when feasible, maintenance scheduled during off-peak hours, critical updates that may require immediate implementation, and emergency maintenance that may occur without notice.

3.9 Privacy and Data Protection

3.9.1 Customer's use of Platform is governed by Company's Privacy Policy, which details information collection and use practices, data sharing and disclosure policies, security measures and protections, user rights and choices, and contact information for privacy concerns.

3.9.2 By using Platform, Customer and its users consent to collection and processing of usage data, storage of business and technical information, communication via electronic means, compliance monitoring and security scanning, and data retention according to business and legal requirements.

3.9.3 Upon request and subject to technical limitations, Company will provide export of Customer's business data, service history and maintenance records, account information and settings, documentation in standard formats, and reasonable assistance with data migration.

4. EVALUATION OF SUITABILITY

4.1 Customer's participation in Services is subject to Company determining, at its sole discretion, that Customer's Premises and Equipment are suitable for inclusion in service program. Evaluation factors include equipment age, condition, and manufacturer specifications; premises safety and accessibility requirements; compliance with applicable codes and regulations; known health, safety, or environmental concerns; Customer's operational requirements and schedule compatibility; and Customer's creditworthiness and payment history.

4.2 Company may conduct initial site assessment to determine suitability and develop appropriate service protocols. Assessment may result in recommendations for equipment upgrades, code compliance modifications, or other prerequisites for service.

4.3 Company reserves the right to modify service scope or terminate this Agreement if Premises or Equipment become unsuitable due to changes in condition, code compliance, safety concerns, or other factors affecting service delivery.

5. USE LICENSE FOR SERVICES AND PLATFORM

5.1 Subject to Customer's compliance with this Agreement, Company grants Customer a limited, non-exclusive, non-transferable, revocable license during Agreement term to access and use Services for Customer's internal business operations, use Company's Platform, software, and digital tools provided in connection with Services, access and download service reports, maintenance documentation, and related materials, and use Company-provided mobile applications on Customer's authorized devices.

5.2 This license does not permit Customer to sublicense, distribute, or transfer rights to any third party; use Services or Platform for any purpose other than Customer's internal business operations; modify, reverse engineer, or create derivative works from Company's Platform or software; remove or alter any proprietary notices or labels; use automated systems to access

Platform beyond normal user interaction; or extract or compile data for commercial purposes unrelated to contracted Services.

5.3 All intellectual property rights in Services, Platform, software, documentation, and related materials remain exclusive property of Company and its licensors. Customer acknowledges that no ownership rights are transferred under this license.

6. PROHIBITED USES

6.1 Customer shall not use Services, Platform, or payment systems for any unlawful purpose or to solicit others to take unlawful actions; to violate any international, federal, state, or local laws, regulations, or ordinances; to engage in activities that violate industry regulations or standards; to circumvent legal or regulatory requirements; to submit false or misleading information, including payment information; to interfere with or circumvent security features; for any purpose that could damage, disable, or impair Company's systems or networks; to process payments for unauthorized or fraudulent transactions; to use expired, invalid, or unauthorized payment methods; to attempt unauthorized access to any systems or data; to infringe upon or violate intellectual property rights; to copy, distribute, or modify proprietary content without authorization; to reverse engineer or derive source code from Platform software; to use Company's trademarks or branding without permission; to transmit harmful, malicious, or disruptive content; to harass, threaten, or harm Company personnel or other users; to interfere with other customers' use of Services or Platform; or to engage in any activity that could damage Company's reputation or business.

6.2 Additional Platform restrictions include creating multiple accounts to evade restrictions or limitations; sharing account credentials with unauthorized individuals; using accounts for purposes other than managing contracted Services; impersonating other users or entities; uploading or transmitting viruses, malware, or malicious code; posting inappropriate, offensive, or unprofessional content; collecting or harvesting other users' information without consent; using Platform data for competitive intelligence or unauthorized commercial purposes; overloading Platform systems or attempting to disrupt service; using automated tools or scripts beyond authorized functionality; attempting to access restricted areas or functionality; and interfering with Platform monitoring or security systems.

7. ROLES AND RESPONSIBILITIES

7.1 Company Responsibilities

Company agrees to provide the following services in a professional and workmanlike manner:

7.1.1 Perform scheduled maintenance according to manufacturer specifications and industry standards, provide comprehensive system inspections and performance assessments, replace or adjust components as specified in maintenance protocols, maintain detailed service records and provide reports to Customer, and recommend equipment upgrades or replacements when necessary.

7.1.2 Respond to service calls within specified Response Times, diagnose equipment problems and provide repair recommendations, perform authorized repairs using appropriate Parts and methods, test and verify proper operation after service completion, and provide documentation of all work performed.

7.1.3 Maintain 24/7 emergency service availability for critical Equipment failures, prioritize service calls based on business impact and safety considerations, coordinate with Customer to minimize business disruption, and provide after-hours service subject to additional charges and Customer availability requirements as specified in Section 8.1.4.

7.1.4 Supply genuine manufacturer Parts when available and cost-effective, provide alternative Parts meeting or exceeding original specifications when authorized, maintain inventory of common Parts for faster service delivery, and warrant all Parts supplied as specified in Section 18.

7.1.5 Ensure all work complies with applicable codes and regulations, provide necessary permits and inspections when required, maintain comprehensive service records and warranties, and provide compliance documentation as needed for inspections.

7.1.6 Maintain secure payment processing systems, provide clear invoicing and payment confirmations, process refunds in accordance with this Agreement, and protect Customer payment information in accordance with industry standards.

7.2 Customer Responsibilities

Customer agrees to:

7.2.1 Provide safe and unrestricted access to all Equipment during scheduled service hours, ensure Premises comply with safety requirements for service personnel, provide advance notice of any hazardous conditions or special requirements, maintain clear access paths to all Equipment locations, and ensure authorized personnel are available during service visits when required.

7.2.2 Operate Equipment according to manufacturer specifications and industry standards, notify Company promptly of equipment malfunctions or performance issues, maintain Equipment in clean and serviceable condition between visits, avoid modifications or repairs by unauthorized

personnel, and follow all Company recommendations regarding equipment operation and maintenance.

7.2.3 Provide accurate contact information for service coordination, respond promptly to Company communications regarding service scheduling, provide reasonable advance notice of schedule changes or access restrictions, and designate authorized personnel for service approval and communication.

7.2.4 Provide accurate and current payment information, maintain adequate funds or credit limits for authorized payments, notify Company immediately of changes to payment information, monitor account statements and report discrepancies promptly, authorize all payments made through Company's payment systems, and comply with all membership asset documentation requirements as specified in Section 3.7.

7.2.5 After-Hours Service Requirements: For after-hours service calls (outside Business Hours of 8:00 AM to 5:00 PM), Customer must remain physically present on-site or have an authorized representative available on-site to facilitate repair work. If service request is made within three (3) hours of Customer's closing time as determined by Customer's Google Business listing for that day, Customer must ensure authorized personnel remain available to provide access and facilitate service completion.

7.2.6 Membership Documentation Compliance: Customer must maintain current asset information and equipment history records in Company's online portal, including uploading required equipment photographs showing make, model, and serial numbers, and maintaining at least six (6) months of equipment repair history documentation with photographic evidence of service invoices.

8. PRICING, PAYMENT TERMS, AND AUTO RENEWAL

8.1 Service Fees

8.1.1 Customer agrees to pay fees as specified in Service Schedule (Exhibit B): monthly preventive maintenance fees, hourly labor rates for service and repair work, parts and materials at cost plus applicable markup, emergency service premiums as specified, travel charges for locations outside standard service area, online payment processing fees (if applicable), late payment fees and interest charges, and after-hours service charges as specified below.

8.1.2 All fees are subject to annual adjustment based on labor cost increases, parts inflation, expanded service requirements, and payment processing cost changes.

8.1.3 Company reserves the right to implement convenience fees for certain payment methods, with 30 days advance notice to Customer.

8.1.4 After-Hours Service Charges: Customer shall pay trip charges for every after-hours service call occurring outside Business Hours (8:00 AM to 5:00 PM, Monday through Friday). After-hours trip charges are in addition to standard service fees and are due immediately upon service completion. After-hours service rates may include premium labor charges as specified in Service Schedule (Exhibit B).

8.2 Payment Methods and Processing

8.2.1 Company accepts major credit cards (Visa, MasterCard, American Express, Discover), debit cards with credit card processing capability, ACH bank transfers, electronic checks, online banking transfers, mobile payment applications (where available), and traditional check payments (with additional processing time).

8.2.2 By providing Payment Information, Customer authorizes Company to charge designated payment method for all applicable fees, represents that they are authorized to use payment method provided, agrees to pay all charges incurred under their account, acknowledges that payments are processed by third-party Payment Processors, and consents to Company storing payment information for future transactions.

8.2.3 Monthly maintenance fees are automatically charged on first business day of each month. Service and repair charges may be processed immediately upon completion or monthly, at Company's discretion. Emergency service charges may be processed immediately. Customer will receive electronic confirmation of all processed payments.

8.2.4 All payment information is encrypted and processed through PCI DSS compliant systems. Company does not store complete credit card numbers on its systems. Payment processing is handled by certified third-party processors. Customer payment data is protected according to industry security standards.

8.3 Payment Terms and Late Fees

8.3.1 Monthly maintenance fees are due in advance and automatically charged to Customer's designated payment method on first business day of each month.

8.3.2 Service and repair charges are due upon completion of work or within 30 days of invoice date, whichever Company selects.

8.3.3 Payments not received within 30 days of due date are considered delinquent. Late fee of \$50 or 5% of outstanding balance (whichever is greater) applies to delinquent accounts. Interest

accrues at 1.5% per month (18% per annum) or maximum legal rate, whichever is less. Additional collection costs and attorney fees may be charged for severely delinquent accounts.

8.3.4 Company may suspend services for accounts more than 45 days past due. Emergency services may be provided on cash-in-advance basis for suspended accounts. Service restoration requires payment of all outstanding balances plus any applicable restoration fees.

8.3.5 Payment disputes must be reported within 60 days of disputed charge. Company will investigate all reported disputes promptly. Services may continue during good-faith dispute resolution. Undisputed portions of bills remain due during dispute resolution.

8.4 Failed Payments and Account Updates

8.4.1 Customer will be notified immediately of failed payment attempts. Company will retry failed payments up to 3 times over 10 business days. Customer is responsible for updating payment information promptly. Failed payment fees of \$25 may apply for returned payments.

8.4.2 Customer must promptly update payment information when credit cards expire or are cancelled, bank account information changes, billing addresses change, or credit limits are reached or exceeded.

8.4.3 Customers may update payment methods through online portal or by contacting Company. New payment methods are verified before becoming active. Previous payment methods remain on file as backup unless specifically removed.

8.5 Auto Renewal

8.5.1 This Agreement automatically renews for successive one-year terms unless either party provides written notice of non-renewal at least 60 days prior to expiration date.

8.5.2 Company may modify fees and terms upon renewal with 60 days written notice to Customer.

8.5.3 Customer may terminate this Agreement with 30 days written notice, subject to payment of all outstanding fees and any applicable early termination charges.

8.5.4 Auto-renewal includes automatic continuation of payment authorizations unless Customer specifically revokes payment authorization in writing.

8.6 Refunds and Credits

8.6.1 Company may issue service credits for performance failures or service disruptions. Credits are applied to Customer's account and used for future charges. Credits do not expire but are forfeited upon account termination.

8.6.2 Prepaid maintenance fees are not refundable except for Company default. Overpayments are refunded within 30 days of identification. Disputed charges are refunded pending investigation resolution. Refunds are processed to original payment method when possible.

9. DATA MANAGEMENT AND SHARING

9.1 Company collects and maintains data related to Equipment performance, maintenance history, energy consumption, operational parameters, and payment transaction data ("Service Data") to provide effective services and improve Equipment performance.

9.2 Company implements industry-standard security measures to protect Payment Information, including encryption of all payment data in transit and at rest, PCI DSS compliance for payment processing, secure tokenization of stored payment information, regular security audits and monitoring, and limited access to payment information on need-to-know basis. Payment Information is shared only with authorized Payment Processors for transaction processing, banking institutions for payment verification and processing, credit reporting agencies for account management purposes, and law enforcement or regulatory authorities when legally required.

9.3 Customer retains ownership of all operational and business data. Company has right to use Service Data for providing contracted services, equipment performance analysis and optimization, predictive maintenance and failure prevention, industry benchmarking and research (in aggregated, anonymized form), and payment processing and account management. Company will not share Customer-specific data with third parties except service subcontractors bound by confidentiality agreements, equipment manufacturers for warranty or technical support purposes, payment processors for transaction processing, and as required by law or regulatory authorities.

9.4 Service records are maintained for duration of Agreement plus seven years for warranty and legal purposes. Payment information is retained according to payment industry requirements and applicable law. Customer may request deletion of certain data upon account termination, subject to legal and business requirements.

10. FORCE MAJEURE

10.1 Neither party shall be liable for delays or failures in performance resulting from events beyond their reasonable control, including natural disasters, severe weather conditions, floods, earthquakes; government actions, regulations, or restrictions; labor strikes, shortages, or disputes; transportation disruptions or supply chain failures; pandemics, epidemics, or public health emergencies; cyberattacks, system failures, or communication outages; and payment processing system failures or banking disruptions.

10.2 Response Times are automatically extended during Force Majeure events affecting travel safety or service delivery capability. Payment processing delays due to Force Majeure events do not constitute Customer default, provided payment is completed within 10 days of system restoration. Company will make reasonable efforts to provide alternative service and payment arrangements during extended Force Majeure events. Customer will be notified promptly of any delays and expected service resumption timeline.

10.3 Both parties agree to use reasonable efforts to mitigate effects of Force Majeure events and resume normal performance as soon as practicable.

11. INTELLECTUAL PROPERTY RIGHTS

11.1 Services, online payment systems, and original content, features, and functionality are and will remain exclusive property of Company and its licensors. Services are protected by copyright, trademark, and other laws.

11.2 Company's trademarks and trade dress may not be used in connection with any product or service that is not Company's, in any manner likely to cause confusion among customers, or in any manner that disparages or discredits Company.

11.3 Company respects intellectual property rights. If you believe that material in our Services infringes your copyright, contact Company at management@works-service.us with identification of copyrighted work, identification of infringing material, statement of good faith belief that use is not authorized, statement of accuracy and authority to act, and your signature.

12. THIRD-PARTY LINKS AND SERVICES

Services may contain links to third-party websites, payment processors, or services not owned or controlled by Company. Company has no control over and assumes no responsibility for content, privacy policies, or practices of any third-party websites, payment processors, or services.

13. PRIVACY POLICY

13.1 Customer's use of Services and Platform is governed by Company's Privacy Policy regarding personal and business information practices.

13.2 Company collects business contact and registration information, equipment specifications and service history, payment and billing information, Platform usage and performance data, and communications between Customer and Company.

13.3 Collected information is used to provide and improve Services, process payments and manage accounts, communicate regarding Services and Platform, ensure Platform security and prevent fraud, comply with legal and regulatory requirements, and analyze usage patterns and optimize performance.

13.4 Company shares information only with service providers and contractors bound by confidentiality agreements, payment processors for transaction processing, equipment manufacturers for warranty and support purposes, as required by law or regulatory authorities, and with Customer's consent for specific purposes.

13.5 Company implements appropriate security measures including encryption of sensitive data in transit and at rest, access controls limiting who can view information, regular security audits and monitoring, employee training on data protection practices, and incident response procedures for security breaches.

13.6 Customers have rights to access and review information Company maintains, request corrections to inaccurate information, request deletion of certain information (subject to business and legal requirements), opt out of certain communications, and request information about Company's data practices.

13.7 Company retains information as long as necessary to provide ongoing Services, comply with legal and regulatory requirements, resolve disputes and enforce agreements, maintain business records for accounting and tax purposes, and fulfill warranty obligations.

13.8 Platform and Services are designed for business use and not intended for individuals under 18. Company does not knowingly collect personal information from minors.

13.9 If Customer is located outside United States, information may be transferred to and processed in United States. By using Services, Customer consents to such transfers.

13.10 Company may update Privacy Policy periodically. Material changes will be communicated through email notifications to registered addresses, notices on Platform, updates posted on Company's website, and direct communication for significant changes.

14. INDEMNIFICATION

Customer agrees to defend, indemnify, and hold harmless Company and its licensors, employees, contractors, agents, officers and directors, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including attorney's fees) arising from Customer's use of Services or breach of Agreement, unauthorized use of Customer's payment information by Customer's employees or agents, Customer's violation of any law or regulation, and Customer's negligent or wrongful acts.

15. CONTENT AND USER-GENERATED CONTENT

15.1 If Services allow Customer to post, upload, or submit content, Customer retains ownership but grants Company worldwide, non-exclusive, royalty-free license to use, modify, publicly perform, publicly display, reproduce, and distribute such content for service delivery purposes.

15.2 Customer represents and warrants that Customer owns or has necessary rights to content, content does not infringe any third-party rights, content complies with Agreement, and payment information provided is accurate and authorized.

15.3 Customer may not post content or provide information that is illegal, harmful, threatening, abusive, defamatory, or obscene; infringes intellectual property rights; contains viruses or malicious code; violates privacy or publicity rights; is spam or commercial solicitation; or contains false or fraudulent payment information.

16. DISCLAIMERS

16.1 Services, including payment processing systems, are provided on "as is" basis. To fullest extent permitted by law, Company excludes all representations, warranties, and conditions relating to Services and payment processing.

16.2 Company makes no warranties or representations about accuracy or completeness of Service content, availability or functionality of payment systems, content of any linked sites or third-party services, or security of internet-based payment transmissions.

16.3 Company disclaims liability for payment processing delays caused by third-party systems, temporary unavailability of online payment systems, Customer's failure to maintain adequate account balances, and bank or credit card company processing delays or failures.

17. LIMITATIONS OF LIABILITY

17.1 In no event shall Company or its suppliers be liable for any damages (including damages for loss of data or profit, or due to business interruption) arising out of use or inability to use Services, even if Company has been notified of possibility of such damage.

17.2 Company's liability for payment processing issues is limited to re-processing failed transactions at no additional cost, refunding duplicate charges, and correcting billing errors within 60 days of notification.

17.3 Company's total liability for any claim shall not exceed total amount paid by Customer to Company in 12 months preceding claim. Some jurisdictions do not allow exclusion of implied warranties or limitations of liability for consequential or incidental damages, so these limitations may not apply.

18. TERMINATION

18.1 Company may terminate or suspend Customer's access immediately, without prior notice or liability, for any reason, including if Customer breaches Agreement, fails to pay amounts due, provides false or fraudulent payment information, or engages in unauthorized payment activities.

18.2 Upon termination, Customer's right to use Services will cease immediately, all outstanding charges become immediately due and payable, recurring payment authorizations are cancelled, access to online payment systems is terminated, and all provisions which by their nature should survive termination shall survive.

18.3 Company will provide final billing within 30 days of termination, and Customer authorizes final charges to be processed to Customer's payment method on file.

19. WARRANTY

19.1 Company warrants that all Services will be performed in professional and workmanlike manner in accordance with industry standards. Company warrants all repair work for 90 days from completion date. If warranty work fails within warranty period, Company will re-perform work at no additional charge.

19.2 New Parts are warranted for manufacturer's warranty period from date of installation. Remanufactured or refurbished Parts are warranted for 90 days from installation. Parts warranties cover defects in materials and workmanship but exclude normal wear, misuse, or damage from external causes.

19.3 Warranties do not cover equipment failure due to Customer negligence or misuse, damage from unauthorized modifications or repairs, normal wear and tear or consumable items, damage from electrical issues, water, fire, or other external causes, and equipment operated beyond manufacturer specifications.

20. EXCLUSIONS AND LIMITATIONS

20.1 Company is not responsible for equipment failures or damage caused by Customer negligence, misuse, or improper operation; unauthorized modifications or repairs by others; normal wear and tear beyond reasonable equipment life; external factors including power issues, environmental conditions, or acts of nature; code compliance issues existing prior to service commencement unless specifically addressed in service scope; equipment that has exceeded its useful life or is no longer economically repairable; and cosmetic issues that do not affect Equipment functionality.

20.2 Company's total liability for any claim shall not exceed total amount paid by Customer to Company in 12 months preceding claim. Company shall not be liable for lost profits, business interruption, or consequential damages; food spoilage or product loss; loss of business reputation or opportunity; and indirect, incidental, or punitive damages. Customer agrees to maintain appropriate insurance coverage and waives any claims against Company covered by such insurance.

20.3 For Equipment over 15 years old, Company's warranty obligations are limited to 30 days, and availability of Parts cannot be guaranteed. Company may recommend Equipment replacement rather than repair for units that are no longer cost-effective to maintain.

21. ELECTRONIC COMMUNICATIONS AND SIGNATURES

21.1 By using Services or payment systems, Customer consents to receive all communications electronically, electronic delivery of contracts, invoices, and notices, use of electronic signatures for agreement execution, and electronic processing and storage of payment authorizations.

21.2 Customer agrees that electronic records of transactions, communications, and agreements have the same legal effect as physical documents.

22. COMPLIANCE AND REGULATORY

22.1 Company complies with applicable financial services regulations, including Payment Card Industry Data Security Standard (PCI DSS), Anti-Money Laundering (AML) requirements, Know Your Customer (KYC) regulations, and state and federal payment processing laws.

22.2 Customer represents that all payments are for legitimate business purposes and comply with applicable laws and regulations.

23. COMMUNICATION PREFERENCES

23.1 Customer agrees to receive service notifications via email or SMS, payment confirmations electronically, billing statements through online portal, and emergency service communications via phone or mobile app.

23.2 Customer may opt out of non-essential communications while maintaining receipt of critical service notifications, payment and billing communications, safety-related alerts, and legal and regulatory notices.

24. DISPUTE RESOLUTION AND CHARGEBACK POLICY

24.1 Before initiating formal proceedings, parties agree to attempt good-faith resolution through direct communication, provide written notice of disputes within 60 days, participate in mediation if informal resolution fails, and maintain services during good-faith dispute resolution.

24.2 Customer agrees to contact Company before initiating credit card chargebacks or bank disputes. Improper chargebacks may result in account suspension, additional fees for chargeback processing, termination of payment privileges, and collection action for legitimate charges. Company will provide documentation to support legitimate charges and contest improper chargebacks.

25. ARBITRATION

25.1 Any dispute arising out of or relating to this Agreement shall be resolved through binding arbitration in accordance with Commercial Arbitration Rules of American Arbitration Association.

25.2 Arbitration shall be conducted in Collin County, Texas. Single arbitrator for disputes under \$50,000. Three-arbitrator panel for larger disputes. Discovery limited to essential documents and depositions. Arbitrator's decision is final and binding.

25.3 The following disputes are exempt from arbitration: small claims court matters within jurisdictional limits, injunctive relief for intellectual property infringement, emergency safety-related matters, and payment fraud or identity theft issues.

26. GENERAL PROVISIONS

26.1 This Agreement, including all exhibits and schedules, constitutes entire agreement between parties and supersedes all prior negotiations, representations, or agreements relating to subject matter herein.

26.2 This Agreement may only be modified by written agreement signed by authorized representatives of both parties, except that Company may update payment processing terms with 30 days notice.

26.3 This Agreement shall be governed by laws of Texas, without regard to conflict of laws principles.

26.4 If any provision is deemed invalid or unenforceable, remainder of Agreement shall remain in full force and effect to maximum extent possible under applicable law.

26.5 Neither party may assign this Agreement without other party's written consent, except Company may assign in connection with sale of business or assets. Payment obligations are not assignable by Customer.

26.6 All notices shall be in writing and delivered via email to designated contact addresses, certified mail to business addresses on file, electronic notification through online account portals, and SMS text message for urgent payment-related notices.

26.7 Section headings are for convenience only and do not affect interpretation of this Agreement.

26.8 Provisions relating to payment obligations, warranties, limitations of liability, indemnification, confidentiality, and dispute resolution survive termination of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date last signed below.

CUSTOMER:

Business Name

Authorized Signature

Print Name and Title

Date

MARIGOLD VENTURES COMPANY – BLUECOLLAR SOLUTIONS:

Authorized Signature

Print Name and Title

Date

EXHIBIT A - EQUIPMENT SCHEDULE [To be completed with specific equipment details]

EXHIBIT B - SERVICE SCHEDULE AND PRICING [To be completed with specific service terms and pricing]

EXHIBIT C - PAYMENT PROCESSING TERMS [Additional payment-specific terms and fee schedules]