AI SCOUT - TERMS OF USE

Last Updated: 28 July 2026

1. Introduction

1.1. These Terms of Use (the "Terms") establish the contractual relationship between FIX FREELANCER LTD, having registered office at 254 Arch. Leontiou A', Maximos Court A', 5th Floor, Office No. 51, 3020 Limassol, Cyprus ("Mellow") and

(i) any business client that utilizes the AI Scout Service to publish Requests and receive applications from independent contractors (each, a "Client"); or

(ii) any independent contractor who uses the AI Scout Service to view Requests and submit applications (each, a "Contractor").

Clients and Contractors are referred to in these Terms individually as a "User" and collectively as "Users". For purposes of these Terms, "Party" means, on the one side, Mellow and, on the other side, the specific Client or Contractor that has accepted these Terms. "Parties" means Mellow and such Client or Contractor, as applicable. For clarity, references in these Terms to matters "between the Parties" or similar expressions refer only to the contractual relationship between Mellow and the relevant User and do not create any contractual relationship between Clients and Contractors with one another.

1.2. These Terms govern each User's access to and use of the AI Scout Service.

1.3. Mellow provides the AI Scout Service solely as a hosted online offering via the Website at https://mellow.io/aiscout.

1.4. By registering for, accessing, or using the AI Scout Service, User agrees to these Terms and consents to conduct business with Mellow electronically.

1.5. By registering for, accessing, or using the AI Scout Service, User represents and warrants that User have the legal authority to enter into these Terms. If User is Client, the individual accepting these Terms on behalf of a business client represents that they are duly authorized to bind it.

1.6. USER IS RESPONSIBLE FOR READING AND FULLY UNDERSTANDING THESE TERMS, AS THEY REPRESENT A LEGALLY BINDING AGREEMENT BETWEEN USER AND MELLOW. Creating an account signifies User's acknowledgment and acceptance of these Terms regarding User's access to and use of the AI Scout Service. To the fullest extent permitted by applicable law, electronic signatures and electronic records shall not be denied legal effect or admissibility as evidence solely because they are in electronic form.

2. Definitions

2.1. "AI Scout Service" means Mellow's online infrastructure service described in Section 7 herein.

2.2. "Additional Documents" means collectively Mellow's Privacy Policy, any applicable Data Processing Agreement, and any additional documents expressly referenced in these Terms or separately agreed in writing between Mellow and User, as made available at https://mellow.io/documents.

2.3. "Claims" means any third-party claims, actions, suits, proceedings, demands, or allegations (see Section 23.1).

2.4. “Client” has the meaning set out in Section 1.1(i).

2.5. “Client Indemnified Parties” means Client together with its officers, directors, employees, agents, affiliates, and lawful successors and assigns (see Section 23.3).

2.6. “Communications” means all notices, disclosures, agreements, records, and other legally required information that Mellow may send to Users (see Section 27.3).

2.7. “Compelled Disclosure” means a disclosure of Confidential Information required by applicable law, judicial order, subpoena, or governmental or regulatory authority (see Section 12.7).

2.8. “Confidential Information” has the meaning given in Section 12.1.

2.9. “Contractor” has the meaning set out in Section 1.1(ii).

2.10. “Disclosing Party” and “Receiving Party” have the meanings given in Section 12.1.

2.11. “Force Majeure” means circumstances beyond a Party’s reasonable control, including without limitation, war, terrorism, sabotage, riot, civil unrest, fire, flood, earthquake, natural disasters, governmental restrictions, laws, regulations, court orders, radiological emergencies, or cybersecurity incidents such as distributed denial-of-service attacks, ransomware, viruses, malware, or other malicious code or cyberattacks (See Section 27.9).

2.12. “Indemnified Party” and “Indemnifying Party” have the meanings given in Section 23.4.

2.13. “Liabilities” means all damages, liabilities, judgments, settlements, payments, losses, expenses, and reasonable attorney’s fees arising from a Claim (see Section 23.1).

2.14. “Mellow” means FIX FREELANCER LTD, the provider of the AI Scout Service.

2.15. “Mellow Indemnified Parties” means Mellow’s officers, directors, employees, agents, affiliates, and permitted successors and assigns (see Section 23.1).

2.16. “Mellow Materials” means the Website, the AI Scout Service, any content made available by Mellow thereon (excluding any User Content), any templates, and any and all software, APIs, interfaces, databases, designs, features, functionality, documentation, know-how, and other materials provided or used by Mellow in connection with the foregoing (see Section 14.1).

2.17. “Mellow Platform General Terms of Use” means the general terms of use of the “Mellow” interactive service, available here, which establish the principles and conditions of use of the broader Mellow Service.

2.18. “Mellow Service” means the Mellow online interactive service as a whole managed by Mellow and its subsidiaries and affiliates if applicable, of which the AI Scout Service forms a part (see Section 4.1).

2.19. “Marks” means trademarks, service marks, logos, branding, trade names, distinctive symbols, and other identifying indicia associated with Mellow’s business (see Section 14.3).

2.20. “Party” and “Parties” means, as applicable, Mellow on the one hand and the relevant Client or Contractor that has accepted these Terms on the other hand.

2.21. “Request” means a project or task description published by Client through the AI Scout Service, specifying the role, scope, requirements, budget, duration, and any other relevant details for which Client seeks applications from Contractors (see Section 5.4.1).

2.22. “Sanctions” means any laws or regulations relating to economic or financial, trade, immigration, aircraft, shipping or other sanctions, export controls, trade embargoes or

restrictive measures from time to time imposed, administered or enforced by a Sanctions Authority.

2.23. “Sanctions Authority” means the EU, the USA, the UK, the United Nations (UN) and any other governmental authority with jurisdiction over Mellow and its group companies or any part of its business or operations, and in each case their respective governmental, judicial or regulatory institutions, agencies, departments and authorities responsible for the implementation and enforcement of sanctions, including (without limitation) the Council of the European Union, the Office of Foreign Assets Control (OFAC) of the US Department of the Treasury, Her Majesty's Treasury, the UK's Office of Financial Sanctions Implementation, the UN Security Council.

2.24. “Sanctions List” means any of the lists issued or maintained by a Sanctions Authority designating or identifying persons that are subject to Sanctions, in each case as amended, supplemented or substituted from time to time, including (without limitation) the EU Sanctions List, the OFAC Sanctions List, the UK Sanctions List, Consolidated List of Financial Sanctions Targets in the UK and the Consolidated United Nations Security Council Sanctions List.

2.25. “Sanctions Target” means any person or entity that is: (i) listed on a Sanctions List; or (ii) owned or controlled by a person listed on a Sanctions List; or (iii) resident, domiciled or located in, or incorporated or organized under the laws of, a country or territory that is subject to any Sanctions; or (iv) otherwise identified by a Sanctions Authority as being subject to Sanctions.

2.26. “AI Scout Service” means the AI Scout online infrastructure service described in Section 7.

2.27. “Ultra” means the Ultra additional distribution feature, an optional service described in Section 7.4.

2.28. “User” means Client or Contractor (as the context requires), and “Users” means both collectively (see Section 1.1).

2.29. “User Content” means any text, information, data, documents, CVs, cover letters, portfolio links, profile details, Request descriptions, and any other materials that User submits, uploads, publishes, transmits, or otherwise makes available through the AI Scout Service (see Section 14.7).

2.30. “Website” means the website at https://mellow.io/aiscout through which the AI Scout Service is provided.

3. Governing Documentation

3.1. These Terms set forth the main terms and conditions applying to and governing the use of the AI Scout Service via the Website by Clients and Contractors.

3.2. These Terms govern:

(i) the relationship between Mellow and each Client; and

(ii) the relationship between Mellow and each Contractor.

3.3. These Terms do not govern, and Mellow is not a party to any agreements, arrangements or relationships between Client and Contractor.

4. Agreement Hierarchy

4.1. These Terms govern each User's use of the AI Scout Service. They constitute service-specific terms that supplement the Mellow Platform General Terms of Use, which establish the principles and conditions of User's use of the Mellow Service. In the event of any inconsistency or conflict between these Terms and the Mellow Platform General Terms of Use with respect to the AI Scout Service, these Terms shall prevail. The Mellow Platform General Terms of Use shall continue to apply to all other aspects of User's use of the Mellow Service that are not expressly governed by these Terms.

4.2. These Terms represent the full understanding between Mellow and User regarding their subject matter, superseding any prior agreements, Communications, or understandings, whether oral or written.

5. Access to the AI Scout Service

5.1. Subject to User's compliance with these Terms, Mellow shall provide the AI Scout Service to Users as described in Section 7. Access to certain functionalities (such as the Ultra feature) may be subject to payment of applicable fees as set out in Section 10.

5.2. The AI Scout Service is provided on an "as is" and "as available" basis, and Mellow makes no guarantees as to the results that may be obtained through its use.

5.3. The AI Scout Service is delivered as an online, hosted service through the Website. Subject to User's ongoing compliance with these Terms and any applicable Additional Documents, Mellow will provide User with access to and use of the AI Scout Service during the term of these Terms.

5.4. Clients are granted a limited, revocable, non-exclusive, non-transferable, non-sublicensable right to access and use the AI Scout Service solely in connection with:

5.4.1. creating, publishing and distributing a Request.

5.4.2. receiving, reviewing and managing applications from Contractors;

5.4.3. using the functionality of the AI Scout Service to initiate a transition to other products of Mellow or its group companies and to invite Contractors to such products; and

5.4.4. performing Client's obligations under these Terms.

5.5. Contractors are granted a limited, revocable, non-exclusive, non-transferable, non-sublicensable right to access and use the AI Scout Service solely in connection with:

5.5.1. viewing Requests and submitting applications;

5.5.2. receiving information made available from other products of Mellow or its group companies.

5.6. This right to access and use the Website is ancillary to, and forms part of, the AI Scout Service and does not constitute a separate software product or stand-alone license.

5.7. The AI Scout Service allows Users to initiate and interact with separate Mellow Service products which are governed by their own terms of use and related agreements. Present Terms apply only to the AI Scout Service and do not govern other Mellow Services. Any use of other Mellow Service is subject to the applicable terms of use and related agreements, which Users must accept separately.

6. AI Scout Service Use and Eligibility

6.1. Subject to these Terms and any applicable Additional Documents, Mellow grants User a right to access and use the AI Scout Service solely for User's internal business purposes or, where User is accessing or using the AI Scout Service on behalf of Client that is a legal entity, for that entity's internal business purposes, in each case as permitted by these Terms.

6.2. Mellow makes the AI Scout Service available only to Users who are natural persons and who are at least eighteen (18) years of age or, if the age of majority in the jurisdiction where User resides is higher than eighteen (18) years, have attained the age of majority in that jurisdiction, and who have the legal capacity and are legally authorized to enter into binding contracts and to access and use the AI Scout Service. If User does not meet these requirements, User may not create an account or use the AI Scout Service.

6.3. User must be a human to open an account. Accounts registered by "bots" or other automated methods are not permitted.

6.4. User may not maintain more than one account at a time, unless otherwise authorized by Mellow in writing.

6.5. As a condition to opening or maintaining an account and/or accessing or using the AI Scout Service, Mellow may require User to provide such information and documentation as Mellow reasonably requests for onboarding, identity verification, tax reporting, fraud prevention, and legal or regulatory compliance (including, but not limited to KYC/AML and sanctions screening). If User fails to provide the requested information and documentation in a timely manner, or if Mellow cannot verify the information to its reasonable satisfaction, Mellow may refuse to open an account and/or suspend or terminate User's access to the AI Scout Service in accordance with these Terms.

6.6. If User is accessing or using the AI Scout Service on behalf of Client that is a legal entity: (i) User represents and warrants that User is authorized to enter into, and bind that Client to these Terms and register for the AI Scout Service on its behalf; and (ii) such Client is legally and financially responsible for User's access to and use of the AI Scout Service.

6.7. Mellow may refuse to open an account for any individual, Client, or Contractor at its sole discretion, provided that such refusal does not violate applicable law.

7. Scope of the AI Scout Service

7.1. AI Scout Service is an online infrastructure service that enables Clients to publish Requests and to receive, manage and review applications from Contractors. Requests may be created manually or with the assistance of AI-generated suggestions and, once published, are made available to Contractors via the Website and, where applicable, through external channels under the Ultra feature. The AI Scout Service also enables Contractors to view Requests, submit applications and provide professional information. Additionally, the AI Scout Service enables Users to initiate a transition to other Mellow products and displays certain status updates received from those products within the AI Scout interface for informational purposes.

7.2. Clients may use the AI Scout Service to:

7.2.1. create a Request, including by entering a brief description and, where available, using an AI-assisted tool to generate a more detailed description (which Client must review and edit before publication);

7.2.2. publish a Request and share the generated public page through the Website or external channels;

7.2.3. use the Ultra additional distribution feature (if offered);

7.2.4. view, sort and filter applications;

7.2.5. change application statuses (e.g., new, in review, shortlist, rejected) and send connection invitations; and

7.2.6. retain application data to build an internal pool of Contractors, subject to applicable data protection laws;

7.2.7. transit to other Mellow products for further engagement with a selected Contractor, including by sending an invitation to such Contractor to join the relevant Mellow product.

7.3. Contractors may use the AI Scout Service to:

7.3.1. browse publicly available Requests, including descriptions, requirements, budget information and Client details;

7.3.2. submit an application by uploading a CV, completing the application form and providing any additional requested information and receive an email confirmation of submission;

7.3.3. have their data automatically processed by Mellow's AI system to extract and structure a profile;

7.3.4. receive notifications from Clients, through the AI Scout Service, of invitations to other Mellow products.

7.4. Description of Ultra. Ultra additional distribution feature ("Ultra") is an optional feature that Client may select for an individual Request to increase its visibility beyond the standard the AI Scout Service. If Client uses Ultra for a Request, Mellow will, on behalf of that Client, distribute the Request through additional external channels selected by Mellow (such as social media platforms, professional networks, and other third-party sites) in order to attract a wider pool of potential Contractors. By selecting Ultra, Client expressly:

7.4.1. authorizes and instructs Mellow to act on Client's behalf for the sole and limited purpose of distributing the Client's Request via external channels;

7.4.2. acknowledges and agrees that such distribution is made in Client's name and that Mellow acts merely as a technical intermediary facilitating the wider publication of the Client's own content;

7.4.3. accepts that Client remains solely responsible for the content of the Request and for ensuring that it complies with all applicable laws and with any terms, policies or requirements of the third-party sites on which it is posted;

7.4.4. agrees that Mellow shall have no liability whatsoever for any claims, losses, damages, costs or expenses arising out of or in connection with:

(i) the distribution itself, including any failure or delay in publication;

(ii) the refusal by any third-party site to accept or publish the Request; or

(iii) any action or omission of any third-party site operator or any user of such site;

7.4.5. agrees that Mellow may, in its discretion, review the Request description and, where Mellow considers it appropriate to improve visibility or clarity, suggest edits to the

Client. Client remains solely responsible for approving any such changes before publication; Mellow shall have no obligation to review or edit any Request;

7.4.6. acknowledges and agrees that distribution of the Request may occur through any channel or method selected by Mellow, including but not limited to Mellow's own network of contacts, industry relationships, social media accounts, or other distribution mechanisms that Mellow deems suitable. Client expressly consents to such distribution methods and agrees that the Request may be made publicly available on third-party sites, search engines, and professional networks. Mellow makes no representation as to the specific channels that will be used for any given Request;

7.4.7. acknowledges that the authorization granted under this Section is strictly limited to the distribution of the Request for the purpose of seeking applications and does not create any broader agency, partnership, joint-venture or fiduciary relationship between Client and Mellow.

7.5. AI-Assisted Features. The AI Scout Service incorporates AI-powered functionalities that:

7.5.1. generate a suggested Request description based on a brief Client input;

7.5.2. automatically extract, structure, and evaluate information from a Contractor's CV and other submitted materials to create a profile and assess its potential relevance to a Request.

7.5.3. identify and recommend external channels, platforms, and online sources (including publicly available professional networks) for distributing a Request;

7.5.4. search for and suggest potential Contractors from publicly available online sources who may match a Request, based on automated analysis of open data.

7.6. AI Output Disclaimer. AI-generated descriptions, evaluations, recommendations, and any other outputs provided through the AI Scout Service are produced by automated means and are inherently experimental. Mellow does not guarantee the accuracy, completeness, reliability, or suitability of any AI-generated output. AI outputs may be outdated, incomplete, biased, or otherwise inaccurate. User acknowledges and agrees that User is solely responsible for reviewing, verifying, and, if necessary, correcting all AI-generated content before relying on it or publishing it. Mellow shall have no liability for any decisions made or actions taken based on AI outputs.

7.7. No Automated Decision-Making. The AI-assisted features are designed to support, not replace, human judgment. No decision that produces legal effects concerning Contractor or similarly significantly affects Contractor may be based solely on the output of the AI functionalities. Client must ensure that a natural person reviews and makes the final decision in every case.

7.8. Scope of the AI Scout Service. User explicitly acknowledges and agrees that:

7.8.1. Mellow provides the AI Scout Service solely as a software for the exchange of information. Mellow is not an employment agency, recruitment firm, headhunter, or similar intermediary;

7.8.2. Mellow is not a party to any contract, employment relationship, or service agreement between any Client and any Contractor;

7.8.3. Mellow holds no fiduciary or similar obligations towards any Client or Contractor;

7.8.4. Mellow bears no responsibility or liability for the negotiation, verification, or establishment of any contractual terms between Clients and Contractors;

7.8.5. Mellow bears no responsibility or liability for the verification or assessment of any Contractor's qualifications, eligibility, legal capacity, or suitability for any engagement;

7.8.6. Mellow does not guarantee that any Client will engage any Contractor, or that any Contractor will receive any engagement or work;

7.8.7. Mellow bears no responsibility or liability for the quality, performance, conduct, or omissions of any Contractor or Client;

7.8.8. Mellow bears no responsibility or liability for the resolution of disputes between Clients and Contractors;

7.8.9. all decisions concerning the selection, communication, contracting, and supervision of Contractors are made exclusively by Client, based on the Client's own evaluation. Any automated indication of the degree of alignment between a Contractor's profile and a Request's requirements (if provided) is made available for informational and convenience purposes only. It does not constitute a definitive assessment, recommendation, or decision, and must not be used as the sole or primary basis for selecting or rejecting Contractor. All decisions concerning the acceptance of any engagement are made exclusively by Contractor;

7.8.10. any subsequent relationship or transaction between Client and Contractor lies entirely outside the AI Scout Service;

7.8.11. User's profile information, Request details and other submitted content may be processed together with information from other Mellow services for the purpose of suggesting relevant Requests to Contractors who may not have actively searched for them; suggesting relevant Contractor profiles to Clients who may not have initiated a search; and otherwise facilitating connections between Clients and Contractors across Mellow's services. If User does not wish User's information to be used for cross-service suggestions or to appear in search results visible to Users with whom User has no existing relationship, User may adjust User's communication preferences in the account settings or contact Mellow to request exclusion;

7.8.12. Mellow may, directly or through the AI Scout Service, present or notify User about Requests (if User is Contractor) or about Contractors (if User is Client) that the AI system determines may be relevant, including those from parties with whom User has had no prior interaction;

7.8.13. Mellow does not verify the accuracy, completeness, truthfulness or lawfulness of any Request. User remains solely responsible for conducting User's own due diligence regarding any Request, Contractor or Client before entering into any transaction, interaction or engagement. Mellow shall have no liability for any loss or damage arising from User's reliance on any screening or verification activities performed (or not performed) by Mellow.

7.9. No Guarantee of Results. Without limiting the above, Mellow does not guarantee that the AI Scout Service will generate any minimum number of applications, that applications will be relevant, or that any particular outcome (including a hire or an engagement) will be achieved.

8. Client's General Obligations

8.1. Clients are responsible for the following obligations:

8.1.1. Clients must provide Mellow with timely and reasonable cooperation as required to enable Mellow's provision of the AI Scout Service. This includes promptly responding to Mellow's inquiries and information requests. Mellow shall not be liable for any errors, delays, omissions, or failures in the AI Scout Service delivery caused or exacerbated by insufficient or delayed cooperation from Client.

8.1.2. Clients must ensure that all information contained in a Request, and any other information they provide through the AI Scout Service, is accurate, complete, and lawful. Clients must review and, where necessary, correct any AI-generated Request description before publication.

8.1.3. Clients must exercise meaningful human oversight over all AI-generated outputs. All final decisions regarding the selection or rejection of Contractor must be made by a natural person based on a comprehensive evaluation, not solely on automated output.

8.1.4. Clients are solely responsible for complying with all laws and regulations applicable to their business and their use of the AI Scout Service, including non-discrimination, tax, and data protection laws.

8.1.5. Clients are responsible for handling and resolving directly with the relevant Contractor all problems, claims, or disputes arising from or in connection with any interaction, engagement, or agreement between them.

8.1.6. Clients must not use the AI Scout Service for any unlawful, fraudulent, or discriminatory purpose, or in any manner that could damage, disable, overburden, or impair the Website.

8.1.7. Clients agree to notify Mellow without undue delay if they currently are, become, or anticipate becoming an entity that is owned or controlled, fully or partially, by a government or quasi-governmental entity, or if they provide services under any contract with any governmental body or government-controlled entity. Clients acknowledge that Mellow does not provide the AI Scout Service, either directly or indirectly, to such entities in certain circumstances, and Mellow reserves the right to suspend or cease provision of the AI Scout Service if Client becomes – or reasonably appears to have become – such an entity.

9. Contractor's General Obligations

9.1. Contractors are responsible for the following obligations:

9.1.1. Contractors must provide Mellow with accurate, complete, and up-to-date information and, where applicable, documentation requested through the Website (or otherwise reasonably requested by Mellow) for onboarding, identity verification, tax reporting, fraud prevention, KYC/AML, sanctions compliance, and other legal or regulatory compliance purposes, and must promptly update such information whenever it changes.

9.1.2. Contractors must ensure that all information they submit (including CVs, cover letters, portfolio links, and references) is truthful, not misleading, and does not infringe any third-party intellectual property or other rights.

9.1.3. Contractors must not use the AI Scout Service to offer or perform any services that require a governmental or regulatory license, permit, authorization, or registration

unless they hold and maintain all such approvals and provide evidence of them upon the request of Client or Mellow.

9.1.4. Contractors are solely responsible for complying with all laws and regulations applicable to their business and the services they perform, and for all taxes, social security contributions, and other obligations arising from any payments they receive from Clients.

9.1.5. Contractors acknowledge that Mellow does not provide legal, tax, employment, or compliance advice and does not determine their classification as independent contractors or employees. Contractors are responsible for obtaining their own professional advice as needed.

9.1.6. Contractors are not employees, workers, agents, partners, joint venturers, or representatives of Mellow and are not entitled to any employment-related rights or benefits from Mellow.

9.1.7. Contractors may use the AI Scout Service only for their professional activity of identifying and responding to work opportunities and not for personal, household, or consumer purposes.

9.1.8. Contractors must not use the AI Scout Service for any unlawful, fraudulent, or discriminatory purpose, or in any manner that could damage, disable, overburden, or impair the Website.

10. Fees

10.1. Information on the fees (if applicable) is provided on the Website. Mellow reserves the right to introduce fees for Ultra in the future upon reasonable prior notice to Clients.

11. Data Processing

11.1. AI-assisted processing of application materials. Mellow may process Contractor application materials, including CVs and other submitted information, through AI-assisted functionality to extract, structure and present professional profile information, provide non-binding relevance indications, operate the AI Scout Service, and improve the AI Scout Service, as further described in the Mellow Privacy Policy. Where a specific processing activity requires consent under applicable law, Mellow will request such consent separately through the AI Scout Service.

11.2. Data Use and Transfer. Where Contractor applies to a Client's Request, Mellow will make the Contractor's application data, including any structured profile generated by the AI Scout Service, available to that Client for the Client's independent review and decision-making purposes. Mellow may store and use Contractor data for the purposes of operating, maintaining and improving the AI Scout Service, as further described in the Mellow Privacy Policy, and will use anonymized or aggregated data where reasonably possible.

11.3. The AI-generated request descriptions and any AI-processed profile data are provided for convenience only. Mellow does not guarantee that the AI outputs will be accurate, reliable, unbiased, complete, or appropriate for any particular purpose. Mellow shall not be liable for any decision made or action taken in reliance on such outputs.

12. Confidentiality

12.1. For purposes of these Terms, “Confidential Information” refers to all non-public materials, data, or information disclosed by one Party (“Disclosing Party”) to the other Party (“Receiving Party”) that possesses actual or potential commercial value. Confidential Information includes, without limitation, trade secrets, proprietary data, pricing structures and methodologies, Client and employee lists, business strategies, intellectual property, moral rights, innovative ideas, and business practices or methods. Confidential Information excludes information that:

12.1.1. is publicly available or subsequently becomes publicly available through no violation of these Terms by the Receiving Party;

12.1.2. was lawfully in the Receiving Party’s possession without confidentiality obligations before being disclosed by the Disclosing Party;

12.1.3. has been independently developed by the Receiving Party without any reference to or use of the Disclosing Party’s Confidential Information; or

12.1.4. is explicitly authorized for disclosure by written consent of the Disclosing Party.

12.2. If Confidential Information becomes publicly known as a consequence of either Party’s breach, it shall nonetheless continue to be protected and treated as confidential under these Terms.

12.3. For clarity, nothing in this Section creates any confidentiality obligations directly between Clients and Contractors; any confidentiality obligations between Client and Contractor are governed solely by the applicable agreement between them.

12.4. Each Party acknowledges it may receive Confidential Information from the other Party. Except where otherwise expressly agreed or required by applicable law, each Party shall maintain strict confidentiality of any Confidential Information received and shall only disclose such Confidential Information to its employees, agents, contractors, professional advisers, service providers, or insurers, and solely if such third parties are bound by confidentiality obligations at least as stringent as those contained herein. Each Party remains fully responsible and liable for any unauthorized disclosure of Confidential Information made by such third parties.

12.5. Each Party agrees that these confidentiality obligations shall operate independently of any statutory or legal duties applicable to certain types of Confidential Information, such as trade secrets and personally identifiable information, which are separately governed by law, and shall:

12.5.1. exercise reasonable care (and no less care than it uses to protect its own confidential information of similar importance) to prevent unauthorized disclosure or use of Confidential Information;

12.5.2. refrain from using Confidential Information in a manner competitive to, harmful to, or otherwise detrimental to the interests of the other Party; and

12.5.3. refrain from sharing Confidential Information with competitors (including direct competitors) of the Disclosing Party or using it to gain any unfair business advantage.

12.6. Each Party agrees to immediately notify the other Party upon becoming aware of any unauthorized access, disclosure, loss, misuse, or potential breach of Confidential Information. Upon such notification, the affected Party will:

12.6.1. take prompt and appropriate steps to contain, mitigate, and rectify such unauthorized disclosure or misuse; and

12.6.2. cooperate fully with the other Party in all reasonable efforts to enforce rights related to the unauthorized disclosure.

12.7. If either Party is required by applicable law, judicial order, subpoena, or governmental or regulatory authority to disclose Confidential Information, the compelled Party shall, to the extent legally permitted, promptly inform the other Party in writing of such Compelled Disclosure, providing all reasonable assistance should the other Party seek protective measures or wish to contest such disclosure.

12.8. The confidentiality obligations under these Terms shall survive for a period of five (5) years following the termination or expiration of the contractual relationship between Mellow and the relevant Client or Contractor under these Terms. Upon the written request of the Disclosing Party, the Receiving Party shall promptly return or securely destroy (to the extent technically feasible) all Confidential Information, including any copies, in its possession or control. If applicable law imposes longer retention periods, the Confidential Information may be retained only to the extent and for the duration legally mandated, after which such information must be destroyed or returned as described herein. Upon request, the Receiving Party shall certify compliance with these obligations.

13. Prohibited Activities

13.1. General Restrictions. For purposes of this Section, Clients and Contractors are each referred to as a “User” and, collectively, as “Users”. Users shall not use the AI Scout Service, nor permit any third party acting on their behalf to use them, for any purpose that violates any applicable law, or that Mellow deems harmful, unethical, or in a manner inconsistent with these Terms or for any purpose not expressly permitted herein.

13.2. Prohibited Conduct and Uses. Without limiting the foregoing, the following activities are strictly prohibited on or in connection with the AI Scout Service.

13.3. Legal Violations:

13.3.1. Clients are prohibited from purchasing, requesting, facilitating, or permitting the performance of services in regulated industries unless the applicable Contractor holds and maintains all licenses, permits, authorizations, and qualifications that are legally required for the specific service type of the contractor service and the jurisdiction(s) of performance. Clients are solely responsible for verifying the existence, scope, and validity of any such approvals applicable to Contractor.

13.3.2. Contractors are prohibited from offering to perform services in any regulated industry via the Website unless they hold and maintain all licenses, permits, authorizations, and qualifications that are legally required for the specific contractor services and the jurisdiction(s) of performance. Mellow does not review, validate, warrant, or assume responsibility for any such licenses, authorizations, or permissions. Notwithstanding the foregoing, Mellow may, at any time and from time to time, in its sole discretion, conduct periodic or ad hoc compliance checks and, in connection with any such check, request, obtain, and review documentary evidence of licenses, permits, authorizations, and qualifications that are legally required.

13.4. Prohibited Transactions and Products

13.4.1. Engaging in transactions involving:

13.4.1.1. narcotics, controlled substances, or illegal drugs;

13.4.1.2. drug paraphernalia;

13.4.1.3. marijuana or marijuana-related products, including products containing cannabidiol (CBD), tetrahydrocannabinol (THC), or other cannabis-derived compounds, or services, including professional services to the marijuana farmers or distributors.

13.4.2. Breaching any applicable Sanctions, embargoes, or other restrictions imposed by national or international authorities;

13.4.3. Supporting, promoting, or engaging in terrorism, organized crime, or other criminal enterprises;

13.4.4. Engaging in transactions involving:

13.4.4.1. Weapons, firearms, or firearm accessories;

13.4.4.2. Ammunition;

13.4.4.3. Certain regulated knives.

13.5. Harmful or Offensive Content

13.5.1. Promoting hate speech or discriminatory content;

13.5.2. Encouraging violence or intolerance;

13.5.3. Posting obscene or sexually explicit materials;

13.5.4. Sharing personal information of third parties without consent;

13.5.5. Harassing, defaming, slandering, intimidating, or discriminating against any person or group based on race, ethnicity, gender, religion, age, disability, sexual orientation, national origin, or other protected characteristics;

13.5.6. Using vulgar or offensive language.

13.6. Financial Misconduct

13.6.1. Operating pyramid schemes or “get rich quick” schemes;

13.6.2. Participating in Ponzi schemes;

13.6.3. Engaging in money laundering activities;

13.6.4. Operating or promoting multi-level marketing (MLM) programs, regardless of legality.

13.6.5. Facilitating bribery or corruption;

13.6.6. Providing unauthorized or unlicensed financial services, including money transmission, lending, bill payment, investment services, currency exchange, digital wallets, or securities-related offerings;

13.6.7. Operating debt relief, debt settlement, debt negotiation, or debt collection services;

13.6.8. Facilitating or engaging in tax evasion.

13.7. Fraudulent Activities

13.7.1. Creating or participating in fraudulent transactions;

13.7.2. Misrepresenting products or services;

13.7.3. Engaging in identity theft;

13.7.4. Trafficking in stolen goods (physical or digital);

13.7.5. Selling items that infringe on Intellectual property rights;

13.7.6. Selling counterfeit or unauthorized replica products;

13.7.7. Conducting transactions likely to be fraudulent.

13.8. Restricted Business Activities

13.8.1. Gambling services, including lotteries, sports betting, or games of chance;

13.8.2. Cryptocurrency or digital currency transactions;

13.8.3. Prescription medical services;

13.8.4. Telemedicine consultations;

13.8.5. Adult content, including sexually explicit materials in any format (digital or physical) that depicts nudity or explicit sexual activity or services, including content generated using artificial intelligence, pornographic websites, phone sex lines, escort services, or the sale of related merchandise;

13.8.6. Selling or offering alcohol;

13.8.7. Selling or offering tobacco;

13.8.8. Selling or offering electronic cigarettes, vaping products, or nicotine-containing e-liquids;

13.8.9. Offering esoteric, spiritual, or occult services, including but not limited to astrology, fortune-telling, aura cleansing, or similar practices;

13.8.10. Operating or facilitating crowdfunding, fundraising, or donation-based services;

13.8.11. Medical devices or healthcare services;

13.8.12. Matchmaking services;

13.8.13. Selling or promoting pseudo-pharmaceuticals, nutraceuticals, or dietary supplements that make unsubstantiated or potentially harmful health claims;

13.8.14. Selling prepaid cards, gift cards or virtual credits.

13.9. Technology and Security Violations

13.9.1. Attempting to gain unauthorized access to other users' accounts;

13.9.2. Committing fraud or identity theft;

13.9.3. Introducing malware or viruses;

13.9.4. Violating network security;

13.9.5. Reverse engineering the Website;

13.9.6. Attempting to crack encryption;

13.9.7. Impersonating any individual or entity, or misrepresenting User’s affiliation, authority, or identity;

13.9.8. Sending unsolicited, deceptive, or harmful communications, including spam, phishing, or unauthorized advertisements;

13.9.9. Interfering with, disabling, overburdening, or disrupting the normal functioning of the Website or the AI Scout Service, or impairing the access or use of the Website by other users;

13.9.10. Circumventing, disabling, or tampering with any security features, access controls, or content protection mechanisms of the Website;

13.9.11. Using any automated means (such as bots, scrapers, crawlers, or spiders) to access, extract, or collect data from the Website or the AI Scout Service.

13.10. Enforcement and Remedies. Mellow reserves the right to immediately suspend, deactivate, restrict, or permanently terminate any User's access to the AI Scout Service (including access to the Website) - without notice or refund - if that User engages in, or attempts to engage in, any prohibited activity.

13.11. In addition, and to the extent permitted by applicable law, Mellow may report any actual or suspected prohibited activity, or any related conduct, to any competent law enforcement, regulatory, or governmental authority and may disclose to such authorities any information, records, or other materials (including User information and transaction data) that Mellow reasonably considers necessary to investigate, prevent, or address such prohibited activity or its consequences. Any such reporting or disclosure made by Mellow in good faith shall not be deemed a breach of any confidentiality or data-protection obligations owed by Mellow under these Terms.

13.12. Mellow shall not be liable for any losses or damages arising from any good-faith measures taken under this Section.

13.13. Liability and Set-Off. Each User is solely responsible for any damages, liabilities, penalties, costs, or claims arising from User's violation of this Section, including those resulting from civil, regulatory, or criminal proceedings and User agrees to reimburse Mellow on demand for any such amounts incurred or suffered by Mellow, including any reasonable legal, investigative, compliance, remediation, and enforcement costs, as well as any fees, charges, fines, or penalties imposed by any governmental or regulatory authority in connection with such prohibited activity.

14. Intellectual Property

14.1. Mellow Materials, together with all Intellectual Property Rights in and to the Mellow Materials and the Marks, are and will remain the exclusive property of Mellow and its licensors.

14.2. The Website, the AI Scout Service, the Mellow Materials, and the Marks are protected by copyright, trademark, and other laws of the applicable jurisdiction. These Terms do not grant User any ownership interest in or to the Mellow Materials or the Marks, but only the limited rights to access and use the Website and the AI Scout Service expressly set out in these Terms.

14.3. User may not use any of Mellow's Marks, which mean trademarks, service marks, logos, branding, trade names, distinctive symbols, and other identifying indicia associated with the business (collectively, the "Marks"), in connection with any product or service without Mellow's prior written consent. User will not remove, alter, or obscure any copyright, trademark, service mark, or other proprietary rights notices incorporated in or accompanying the Website, the AI Scout Service, or the Mellow Materials.

14.4. Except as expressly permitted in these Terms, User may not copy, reproduce, republish, modify, adapt, translate, create derivative works from, publicly display, publicly perform, download, post, broadcast, transmit, frame, mirror, or otherwise use any portion of the Website, the AI Scout Service, or the Mellow Materials for any purpose. Without limiting the Prohibited Activities and Technology and Security Violations provisions of these Terms, User shall not reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code or underlying ideas or algorithms of any other software forming part of the Mellow Materials.

14.5. No rights or licenses in or to the Mellow Materials or the Marks are granted to User by implication, estoppel, or otherwise, except for the limited rights expressly set forth in these Terms.

14.6. As between Mellow and each User, User retains all Intellectual Property Rights in and to its User Content, subject to the license expressly granted in this Section.

14.7. User Content License. As between Mellow and each User, User retains all Intellectual Property Rights in and to its User Content, subject to the license expressly granted in this Section. By submitting, uploading, or otherwise making available any User Content to or through the AI Scout Service, User grants to Mellow and its successors, assigns, and affiliates a worldwide, non exclusive, royalty free, perpetual, transferable, and sublicensable license under any Intellectual Property Rights User holds in such User Content to use, copy, reproduce, distribute, transmit, modify, prepare derivative works of, publicly display, and publicly perform such User Content on, through, or in connection with the Website and/or the AI Scout Service, in any media formats and through any media channels now known or later developed, in each case solely as reasonably necessary for the operation, provision, and improvement of the AI Scout Service and as otherwise described in these Terms. For the avoidance of doubt, any text, descriptions, or other content generated by Mellow does not constitute User Content and remains the sole property of Mellow or its licensors.

15. Data Protection and Privacy

15.1. Privacy Policy.
User's use of the AI Scout Service is subject to the Mellow Privacy Policy, available at https://mellow.io/documents/privacy-policy, which explains how Mellow collects, uses and shares personal data in connection with the AI Scout Service.

16. Anti-Corruption Compliance

16.1. Each Party (including Mellow, each Client, and each Contractor) agrees to fully comply, and shall cause its owners, directors, officers, employees, and agents to comply, with all applicable anti-bribery and anti-corruption laws and regulations, including, without limitation, the U.S. Foreign Corrupt Practices Act (FCPA) and any similar laws in other relevant jurisdictions.

16.2. Clients and Contractors must not use the Website and/or the AI Scout Service, directly or indirectly, to offer, promise, authorize, give, request, or accept any bribe, kickback, facilitation payment, or other improper advantage in connection with any business obtained or retained through the Website and/or the AI Scout Service, including in relation to any public officials.

17. Sanctions Compliance

17.1. User (whether acting as Client or as Contractor) represents and warrants, as of User's acceptance of these Terms and at all times while these Terms remain in effect and while User uses the Website that:

17.1.1. User is not a Sanctions Target, have not been a Sanctions Target, and nothing has occurred that could reasonably be expected to result in User becoming a Sanctions Target;

17.1.2. User is not contravening and have not contravened any Sanctions and shall not do, or omit to do, any act that will cause or lead Mellow to contravene any Sanctions; and

17.1.3. none of User's owners, controlling persons, or officers is included on any Sanctions List.

17.2. User shall, as soon as reasonably practicable, notify Mellow in writing if: (i) at any time while User accesses or uses the Website there is any fact or circumstance that would give rise to a breach of the warranties in this Section; or (ii) User becomes aware of any breach or suspected breach of this Section, and User shall provide such information about such fact, circumstance, or breach as Mellow reasonably requests or as Mellow requires to comply with its obligations to any Sanctions Authority.

17.3. Each Party (including Mellow, Clients, and Contractors) may, in its discretion, disclose information or documents (including information received from the other Party) to a Sanctions Authority if (i) it knows or has reasonable cause to suspect that there has been a breach of Sanctions; or (ii) disclosure is requested by a Sanctions Authority. Notifications and disclosures made under this Section shall not breach the confidentiality obligations in these Terms and shall not be restricted by those provisions.

17.4. If Mellow suspects or determines that any Client or Contractor is using the Website in violation of this Section, Mellow may, in its sole discretion and without notice:

17.4.1. immediately suspend, restrict, or deny that Client's or Contractor's access to the AI Scout Service (including access to the Website);

17.4.2. immediately terminate these Terms as between Mellow and the relevant Client or Contractor and/or treat as terminated, for purposes of the Website; and

17.4.3. report the relevant activity to any Sanctions Authority or other competent regulator.

18. Delegation and Subcontracting

18.1. Mellow may delegate or subcontract the performance of any of its obligations under these Terms, in whole or in part, to any affiliate or third-party service provider selected by Mellow (including, without limitation, providers of hosting, infrastructure, support, compliance, or payment-integration services). Any such delegation or subcontracting will not relieve Mellow of its obligations under these Terms, and Mellow shall remain fully responsible for ensuring the delivery of the AI Scout Service and the performance of its obligations hereunder vis-à-vis User.

18.2. Mellow may, at its sole discretion, replace any third-party service provider, providing User with prior notice of such replacement via the Website or other electronic means. If User objects to Mellow's appointment or replacement of a third-party provider, User's sole and exclusive remedy is to cease using the affected the AI Scout Service (which may include ceasing to use the Website).

18.3. For the avoidance of doubt, any delegation or subcontracting of performance under this Section does not: (i) constitute an assignment or transfer of these Terms, which is governed exclusively by Section 27.7; or (ii) create any direct contractual relationship between any Client or Contractor, on the one hand, and any such affiliate or third-party service provider, on the other hand.

19. Changes to the Terms and Fees

19.1. Mellow may, in its sole discretion, unilaterally amend and update these Terms (including any documents incorporated by reference) from time to time, including changes that apply to Clients, Contractors, or both. Mellow may also modify fees payable by Clients from time to time.

19.2. Mellow will notify User of any amendments to these Terms and/or updates to fees by posting the revised Terms and/or the updated fee rates within the Website with the effective date (and, where applicable, effective time) of such changes. Posting within the Website constitutes sufficient and exclusive notice for purposes of these Terms.

19.3. Any other amendments to these Terms that do not concern fees take effect on the effective date stated in the notice. If no effective date is stated, such amendments take effect immediately upon posting on the Website.

19.4. User's continued access to or use of the AI Scout Service (including access to the Website) on or after the applicable effective date constitutes User's acceptance of the relevant changes, whether User is acting as Client or as Contractor. If User objects to any change, User's sole and exclusive remedy is to cease using the AI Scout Service.

19.5. Mellow may modify, enhance, reconfigure, suspend, or discontinue any aspect of the AI Scout Service or the method of their delivery. Operational changes made under this Section relate to the operation of the AI Scout Service only, do not constitute amendments to these Terms or changes to fees, and are not subject to the notice and effective date framework set out in Section 19.1–19.3.

20. Termination

20.1. Termination by User. User may stop using the AI Scout Service at any time. No prior notice or formal cancellation is required.

20.2. Termination by Mellow. Mellow reserves the right to suspend or terminate User's access to the AI Scout Service immediately, without prior notice, for any reason, including (but not limited to) breach of these Terms, violation of applicable laws, or prolonged inactivity.

20.3. Grounds for Immediate Termination. Mellow may terminate these Terms and User's access to the AI Scout Service immediately, without prior notice, if Mellow determines in good faith that:

20.3.1. User has materially breached (or threaten to breach in an incurable manner) any obligation under these Terms;

20.3.2. User's use of the Website or the AI Scout Service is unlawful;

20.3.3. User's usage poses a threat to the security, integrity, or functionality of the Website or the AI Scout Service;

20.3.4. User has ceased active use of the Website or the AI Scout Service for a prolonged period;

20.3.5. Any information, representation, or warranty provided by User to Mellow is materially false, inaccurate, incomplete, or misleading;

20.3.6. Such termination is required or directed by a law enforcement or regulatory authority, or in connection with any regulatory investigation;

20.3.7. User becomes insolvent or bankrupt, initiate a general assignment for the benefit of creditors, have a receiver, administrator, or liquidator appointed over User's business or assets, or become subject to any proceeding relating to insolvency, bankruptcy, creditor protection, or liquidation; or

20.3.8. User becomes a Sanctions Target, breaches any sanctions-related representations and warranties in these Terms, or Mellow reasonably determines that User's continued access or use would cause Mellow to be in breach of any applicable sanctions.

20.4. User acknowledges that User's access to and use of the Website and/or the AI Scout Service is provided as part of the broader Mellow Service and is conditional upon the continued effectiveness of the Mellow Platform General Terms Of Use. Accordingly, if at any time the Mellow Platform General Terms of Use are terminated, expire, or are otherwise no longer in effect as between User and Mellow, these Terms shall automatically and simultaneously terminate as between User and Mellow, whether User is acting as Client or as Contractor, without the need for any separate notice, consent, or action by either Party. For the avoidance of doubt, such termination shall not affect any provisions of these Terms that are expressly stated to survive termination, including any outstanding payment obligations owed by Client to Mellow.

21. Representations and Warranties

21.1. User's general representations and warranties (all Users):

21.1.1. User represents and warrants that, if User is a legal entity, User is duly incorporated, validly existing, and (where applicable) in good standing under the laws of User's jurisdiction of incorporation or formation; and if User is an individual, User has full legal capacity and authority to enter into these Terms and to perform User's obligations hereunder.

21.1.2. User represents and warrants that entering into and performing User's obligations under these Terms will not conflict with, or result in any breach or violation of, any other agreements, court orders, judgments, decrees, or legal restrictions applicable to User.

21.1.3. User represents and warrants that these Terms constitute valid, legally binding obligations enforceable against User in accordance with their provisions.

21.1.4. User represents and warrants that User will supply Mellow with accurate, complete, and timely information necessary or reasonably requested by Mellow, and will upload all required details concerning User's performance under these Terms onto the Website.

21.1.5. User represents and warrants that User will comply with all laws applicable to User business or professional activities and operations.

21.1.6. User represents and warrants that User will fully comply with these Terms.

21.1.7. User represents and warrants that User is neither prohibited by, nor subject to restrictions under any laws from receiving or using the Website and/or the AI Scout Service provided by Mellow.

21.1.8. User represents and warrants that User is not currently subject to any Sanctions nor involved in any sanctioned activities and, if User is an entity, none of User's owners, directors, or executives is listed as a Sanctions Target or on any Sanctions List, in each case consistently with the Sanctions Compliance provisions of these Terms.

21.2. If User is Contractor, User further represents and warrants that User are using, and will at all times use, the Website solely in the course of User's independent professional or business activities and not for personal, household, or consumer purposes.

21.3. User's access to and use of the AI Scout Service is governed by applicable international and national trade sanctions, export, and import control laws, regulations, and restrictions, including those enforced by the United States and other relevant jurisdictions. By utilizing the AI Scout Service, User (whether acting as Client or Contractor) expressly warrants and agrees to fully comply with all such applicable trade sanctions, export control, and import control laws and regulations. User further acknowledges that compliance obligations may prohibit Mellow from providing the AI Scout Service or the Website access without prior notice, and User agrees to abide by such restrictions.

22. Disclaimers

22.1. General Disclaimer of Warranties. EXCEPT AS EXPRESSLY PROVIDED ELSEWHERE IN THESE TERMS, AND TO THE FULLEST EXTENT ALLOWED BY LAW, THE AI SCOUT SERVICE, THE WEBSITE, AND ANY CONTENT, ARE PROVIDED BY MELLOW STRICTLY ON AN "AS IS" BASIS, WITHOUT ANY WARRANTIES WHATSOEVER. MELLOW EXPRESSLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, AND WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE.

FOR CLARITY, MELLOW MAKES NO WARRANTIES OR REPRESENTATIONS REGARDING ANY WORK OR SERVICE PERFORMED BY CONTRACTORS, AS SUCH SERVICE ARE PROVIDED DIRECTLY BY CONTRACTORS TO CLIENTS AND MELLOW IS NOT A PARTY TO SUCH ENGAGEMENTS.

MELLOW EXPRESSLY DISCLAIMS ANY WARRANTY AS TO THE ACCURACY, COMPLETENESS, OR RELIABILITY OF ANY DATA, PROFILES, MATCHING INDICATIONS, OR SUGGESTIONS DERIVED FROM AI PROCESSING OR FROM PUBLICLY AVAILABLE INTERNET SOURCES. USER IS SOLELY RESPONSIBLE FOR VERIFYING ANY SUCH INFORMATION BEFORE RELYING ON IT.

MELLOW MAKES NO WARRANTY AS TO THE TRUSTWORTHINESS OR INTENTIONS OF ANY CLIENT, CONTRACTOR OR OTHER USER, EVEN IF MELLOW HAS CONDUCTED ANY SCREENING OR VERIFICATION CHECKS OF SUCH USER. MELLOW DOES NOT WARRANT THAT THE WEBSITE, THE AI SCOUT SERVICE, OR ANY CONTENT WILL:

22.1.1. MEET ANY PARTICULAR EXPECTATIONS OR REQUIREMENTS OF ANY CLIENTS OR CONTRACTORS;

22.1.2. BE UNINTERRUPTED, ERROR-FREE, COMPLETELY SECURE, OR FREE FROM UNAUTHORIZED ACCESS, THIRD-PARTY INTERFERENCE, VIRUSES, OR OTHER HARMFUL COMPONENTS BEYOND MELLOW'S REASONABLE CONTROL; OR

22.1.3. BE ENTIRELY FREE FROM ANY SYSTEM ERRORS OR INTERRUPTIONS.

22.2. No Professional Advice.

Each Client and each Contractor expressly acknowledges and agrees that Mellow is neither a law firm, accounting firm, nor any other type of professional advisory firm, and as such, Mellow does not provide any form of professional advice, whether legal, financial, tax-related, compliance-related, or otherwise. Therefore, if User needs legal, tax, or other professional advice for User's specific situation, User should consult a suitably qualified professional adviser in User's jurisdiction.

User acknowledges and agrees that User alone bears full responsibility for obtaining independent legal, tax, accounting, or other professional advice before acting or relying on any information or documents or tools provided by Mellow via the Website. Any decisions or actions User takes based on such information or documents or tools are entirely at User's own risk.

22.3. Access to the AI Scout Service (including the Website). User acknowledges and agrees that User's access to and use of the AI Scout Service (which, for the avoidance of doubt, includes access to and use of the Website):

22.3.1. are strictly limited to individuals who are at least eighteen (18) years of age or, if the age of majority in the jurisdiction where User resides is higher than eighteen (18) years, have attained the age of majority in that jurisdiction, and who are legally authorized to access and use the AI Scout Service. User agrees not to permit or facilitate access by any unauthorized individuals, and User agrees to immediately notify Mellow if any unauthorized access occurs;

22.3.2. may not be used for competitive intelligence gathering, benchmarking, performance evaluation, or for any other competitive or harmful purpose;

22.3.3. may not be accessed or used in any fraudulent, illegal, deceptive, dishonest, or malicious manner; and

22.3.4. may not be re-sold, leased, sublicensed, or otherwise commercially exploited without Mellow's express prior written consent.

22.4. Employment and Engagement Relationships. Each Client acknowledges and agrees that:

22.4.1. When using the AI Scout Service, Contractors are directly engaged by Clients in an independent professional services or contractor capacity. Mellow exercises no control over Contractors nor establishes any employment relationship with them; and

22.4.2. Mellow shall not be liable for any claims, damages, or regulatory determinations asserting that Client is the employer or co-employer of any Contractor engaged via the Website or that Mellow is the employer, co-employer, or joint employer of any Contractor.

22.5. Each Contractor acknowledges and agrees that it is engaged solely by the applicable Client (and not by Mellow) and that nothing in these Terms, or in the Contractor's use of the Website creates or shall be construed as creating any employment, worker, franchise, joint venture, partnership, or agency relationship between Contractor and Mellow.

22.6. Each User acknowledges and agrees that Mellow is not responsible for the conduct of any Client or Contractor, even where Mellow has carried out KYC screening or verification. Mellow shall not be liable for any loss or damage arising from any interaction between Users, including but not limited to any fraudulent, deceptive, misleading or unlawful acts or omissions of any User. Users bear the entire risk of User's dealings with other Users.

23. Indemnification

23.1. Indemnification by Users (Clients and Contractors). To the maximum extent permitted by applicable law, User (whether acting as Client or as Contractor) agrees to indemnify, defend, and hold harmless Mellow and Mellow Indemnified Parties from and against any Claims and Liabilities arising out of or relating to:

23.1.1. Breach: Any breach by User of any obligation, representation, warranty, or covenant under these Terms;

23.1.2. Gross Negligence, Fraud, or Willful Misconduct: Any act of fraud, gross negligence, or willful misconduct by User in connection with User's obligations under these Terms;

23.1.3. Data Processing: Any data processing undertaken by User (including, where applicable, via any Third-Party Integrations), including any failure by User to comply with applicable Data Protection Laws or with the data protection and privacy provisions of these Terms;

23.2. Without limiting Section 23.1, each Client further agrees to indemnify, defend, and hold harmless the Mellow Indemnified Parties from and against any and all Claims and Liabilities arising out of or relating to:

23.2.1. Pre-existing Engagements. Any pre-existing relationship or previous engagements with Contractors prior to using the Website;

23.2.2. Restrictive Covenants. Any claims by Contractor's former employer arising from the enforcement or attempted enforcement of any restrictive covenants, including non-compete, non-solicitation, or similar agreements;

23.2.3. Employment Classification. Any dispute regarding employment classification, engagement terms, or termination of Contractors, including any claim that Contractor should be treated as User's employee or worker rather than as an independent contractor;

23.2.4. Permanent Establishment. Any Claims or Liabilities related to User's establishment of taxable presence, permanent establishment, or similar tax-related obligations in jurisdictions where Mellow provides the AI Scout Service.

23.3. Indemnification by Mellow. Mellow agrees to indemnify, defend, and hold harmless each Client, together with Client Indemnified Parties, from and against all Claims and Liabilities arising from:

23.3.1. Breach: Mellow's willful breach of any material obligation, representation, warranty, or covenant under these Terms;

23.3.2. Gross Negligence, Fraud, or willful Misconduct: Acts of fraud, gross negligence, or willful misconduct by Mellow in connection with the performance of its obligations under these Terms.

23.4. Indemnification Procedures. In the event a Party seeks indemnification under this Section (such Party, the "Indemnified Party"), that Party shall promptly provide written notice to the other Party (the "Indemnifying Party") upon becoming aware of any relevant Claim. The Indemnified Party further agrees to:

23.4.1. cooperate fully with the Indemnifying Party in the defense of the Claim, providing reasonable information and assistance as requested (at the Indemnifying Party's cost); and

23.4.2. grant the Indemnifying Party sole authority and control over the defense and settlement of the Claim; provided, however, that the Indemnifying Party shall not settle any Claim in a manner that (a) imposes any Liability, admission of fault, or other obligation on the Indemnified Party, or (b) is not strictly confidential, in each case without first obtaining the Indemnified Party's written consent (which consent shall not be unreasonably withheld or delayed).

24. Duty to Mitigate Losses

24.1. Each Party shall take all reasonable and necessary actions, including any measures required under applicable law, to mitigate any damages, losses, costs, or liabilities it incurs or may incur resulting from an event that could lead to a claim under these Terms. This duty applies equally to claims involving third-party indemnification obligations and to direct claims resulting from breaches of these Terms.

25. Limitation of Liability

25.1. Excluded Damages. TO THE MAXIMUM EXTENT PERMISSIBLE UNDER APPLICABLE LAW, NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY CLAIMS ARISING OUT OF OR RELATED TO THE AI SCOUT SERVICE OR THESE TERMS (REGARDLESS OF THE BASIS OR THEORY OF LIABILITY), FOR:

25.1.1. ANY INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES;

25.1.2. ANY INTERRUPTION, ERROR, OR INABILITY TO ACCESS OR USE THE WEBSITE AND/OR THE AI SCOUT SERVICE;

25.1.3. COSTS INCURRED IN OBTAINING SUBSTITUTE GOODS OR SERVICE;

25.1.4. LOSS OR CORRUPTION OF DATA OR CONTENT OF ANY KIND; OR

25.1.5. LOSS OF PROFITS, REVENUES, GOODWILL, OR ANY OTHER INTANGIBLE LOSSES OR DAMAGES OF A SIMILAR NATURE.

THE FOREGOING LIMITATIONS APPLY EVEN IF EITHER PARTY HAS BEEN ADVISED OF OR OTHERWISE ANTICIPATED THE POSSIBILITY OF SUCH DAMAGES, IRRESPECTIVE OF THE CAUSE OF ACTION OR THEORY OF LIABILITY ASSERTED.

25.2. Liability Cap. User agrees not to hold any Mellow employee, officer, director, agent, or lawful assign, personally liable for Mellow's obligations under these Terms. To the extent permitted by law, except for (i) any claim or cause of action arising out of or relating to Client's failure to pay for the AI Scout Service or other balance due to Mellow under these Terms; (ii) the indemnity obligations outlined herein (which are subject to the separate indemnity liability limited below) and; (iii) liabilities arising as a result of bodily injury or death or damage to tangible property for which User or Mellow is legally liable, in no event, or

series of connected events, will either Party's total liability to the other in connection with any particular Request.

26. Dispute Resolution

26.1. These Terms are governed by and shall be construed in accordance with the laws of the Republic of Cyprus without regard to its conflict of law provisions.

26.2. The Parties shall undertake reasonable measures to resolve any disputes, controversies or claims arising out of or in connection with these Terms by negotiations.

26.3. If any dispute arises out of or in connection with these Terms, representatives of the Parties with authority to settle the dispute shall, within thirty (30) business days of a written request from one Party to the other Party, meet in good faith effort to resolve the dispute.

26.4. If the Parties fail to reach an agreement in the course of negotiations, any dispute, controversy or claim arising out of or relating to these Terms, or the breach, termination or invalidity thereof, shall be settled by arbitration in accordance with the UNCITRAL Arbitration Rules. The appointing authority shall be the Dubai International Arbitration Centre (DIAC). The arbitral tribunal shall consist of three arbitrators. The place of arbitration shall be Dubai, United Arab Emirates. The language of the arbitration shall be English.

26.5. Nothing in this Section shall prevent either Party from seeking interim or conservatory relief from any court of competent jurisdiction.

27. General

27.1. Marketing and Publicity. Mellow may use User's Marks solely to indicate, in general marketing and promotional materials and on the Website, that User is using the Website and/or receiving the AI Scout Service from Mellow.

27.2. Electronic Acceptance. User agrees that (i) these Terms, any Additional Documents, and any other agreements, consents, or records between User and Mellow that are accepted or executed through the Website, and (ii) any contracts, notices, records, documents, requests, or other information exchanged between User and another User through the Website, may be signed, accepted, authenticated, and recorded by electronic means. Such electronic means include, without limitation, clicking an "accept" button, checking a box, typing a name into a signature block, using a digital or electronic signature tool, or using any other electronic symbol or process attached to or logically associated with a record and executed or adopted by a person with the intent to sign, authenticate, or accept that record.

To the fullest extent permitted by applicable law, User agrees that any such electronic signature, symbol, or process shall not be denied legal effect or admissibility as evidence solely because it is in electronic form and shall have the legal effect agreed by the parties under these Terms and the Mellow Platform General Terms of Use. User further agrees that electronic records of any such signatures, acceptances, or notices maintained by Mellow or generated through the Website will be admissible in any judicial, arbitral, or administrative proceeding to the same extent, and subject to the same conditions, as business records in written or hard-copy form.

27.3. Electronic Communication Consent. User hereby consents to receive all Communications from Mellow electronically. User acknowledges and agrees that:

27.3.1. Communications may be delivered via email, the Website, or other electronic means designated by Mellow;

27.3.2. User is responsible for maintaining a current, valid email address and ensuring that User has the ability to receive, open, and retain electronic Communications;

27.3.3. Withdrawal of User's consent to receive electronic Communications may result in termination of User's access to the AI Scout Service (including access to the Website).

27.3.4. User may request paper copies of Communications by contacting Mellow's technical support team by method permitted under the Notices provisions of these Terms.

27.4. Notices.

Notices from Mellow:
Except as expressly provided otherwise in these Terms, all notices provided by Mellow to User under these Terms, including amendments to these Terms, shall be delivered via the Website and shall be deemed effective and received by User on the date they are made available to User via the Website. For notices of termination of these Terms, Mellow may, to the extent permitted by applicable law, provide such notice either (i) through the Website or (ii) by sending an email to the primary email address associated with User's account, and any such notice shall be deemed effective and received by User on the date it is sent via the chosen method.

Notices to Mellow:

All notices, claims, demands, complaints, requests for negotiations under Section 26, and other formal Communications under or in connection with these Terms shall be sent to Mellow by email to support@mellow.io and, if sent by post or courier, to FIX FREELANCER LTD, 254 Arch. Leontiou A', Maximos Court A', 5th floor, Office no. 51, 3020, Limassol, Cyprus. General correspondence or the AI Scout Service termination notices may also be submitted through the Website where such functionality is made available. For the avoidance of doubt, this Section governs contractual notices and pre-action Communications only and does not limit any mandatory rules of applicable law concerning the formal service of court, arbitral, or administrative documents.

27.5. No Agency or Partnership. Except where explicitly set forth herein, nothing contained in these Terms shall create, imply, or be construed as creating any partnership, joint venture, employment relationship, or agency relationship between the Parties. Neither Party shall have the right, authority, or ability to bind, assume debts, obligations, liabilities, or act on behalf of or in the name of the other Party.

27.6. No Waiver. Except as expressly provided otherwise in these Terms, no delay or omission by either Party to enforce or exercise any right, remedy, or power provided under these Terms or applicable law shall constitute a waiver thereof. Nor shall any single or partial exercise of such rights preclude or restrict further or future exercise of the same or any other rights or remedies available.

27.7. Assignment. Mellow may assign or transfer these Terms (by way of novation, assignment or otherwise), in whole or in part (including all of Mellow's rights and obligations hereunder), (i) to any member of the Mellow group of companies or other affiliate (being any entity that directly or indirectly controls, is controlled by, or is under common control with Mellow), or (ii) in connection with any merger, acquisition, corporate reorganization, change of control, or sale or other transfer of all or substantially all of Mellow's shares or assets (or any similar corporate transaction), in each case without User's prior written consent and with or without notice to User. Upon any such permitted assignment, Mellow will be released from all

obligations and liabilities under these Terms arising after the effective date of the assignment, and the assignee (or successor entity, as applicable) will assume and perform Mellow's obligations and will be entitled to exercise Mellow's rights under these Terms from and after that date.

User may not assign or transfer any of User's rights or obligations under these Terms, whether voluntarily, by operation of law or otherwise, without Mellow's prior written consent. Any attempted assignment by User in violation of this Section will be null and void. Subject to the foregoing, these Terms will be binding upon and inure to the benefit of each Party and its respective successors and permitted assigns.

27.8. Third-Party Rights. Except as expressly stated herein, nothing contained in these Terms shall be construed to confer upon any third party any right or benefit to enforce any provision of these Terms.

27.9. Force Majeure. Neither Party shall be liable or deemed to be in breach or default of any obligation under these Terms for failure or delay in fulfilling its obligations to the extent such failure or delay arises from Force Majeure. The affected Party shall promptly notify the other Party and shall make commercially reasonable efforts to resume full performance as soon as practicable following resolution or mitigation of the event. Provided that, except to the extent prohibited by applicable law, a Force Majeure event shall not excuse or delay the Client's obligation to pay any undisputed amounts that became due and payable prior to the occurrence of the Force Majeure event.

27.10. Severability. If any provision or part-provision of these Terms is found by a court of competent jurisdiction to be invalid, unlawful, or unenforceable, such provision or part-provision shall be deemed severed from these Terms, and the remainder shall remain in full force and effect. The Parties agree that these Terms shall be interpreted in their entirety, in a manner that gives reasonable and intended meaning to the full context of the Terms and not strictly in favor of or against either Party.

27.11. Survival. All provisions of these Terms that by their nature should reasonably survive termination or expiration of these Terms, including without limitation:

Section 10 (Fees);

Section 12 (Confidentiality);

Sections 16 and 17 (Compliance Obligations);

Section 15 (Data Protection and Privacy);

Section 21 (Representations and Warranties);

Section 22 (Disclaimers);

Section 23 (Indemnification);

Section 24 (Duty to Mitigate Losses);

Section 25 (Limitation of Liability);

Section 27 (General); and

any other provisions which by their content, purpose, or necessary implication are intended to survive shall continue to remain valid, binding, and enforceable after termination or expiration of these Terms.