

# Passionfruit Specialist Terms – US & Canada

**Last Updated:** August 28, 2025

## Rules of the Road

- **A Foundation of Respect:** We believe the best work happens in professional environments where clear communication and constructive feedback are encouraged.
- **Your Independence:** You are an independent professional. Our role is to facilitate the engagement and support your success, but you are ultimately responsible for the delivery of your services.
- **Payment:** You will invoice Passionfruit for your agreed fees. Payment is made by Passionfruit to you based on the agreed Statement of Work (SOW).
- **No Circumvention:** Attempting to engage directly with Clients introduced by Passionfruit outside of our platform is a breach of these terms.

## Introduction and Agreement

These Passionfruit Specialist Terms ("Terms") govern the relationship between **Use Passionfruit Inc.**, a Delaware corporation with its principal place of business at 18 West 18th Street, New York, NY 10011 ("Passionfruit," "we," "us"), and you, the independent freelance specialist, or the entity through which you provide your services ("Specialist," "you"). Passionfruit operates an online platform at usepassionfruit.com (the "Platform") to connect its clients ("Clients") with skilled Specialists for specific projects ("Projects").

**Independent Contractor Status:** You are an independent contractor (business-for-self). Nothing in these Terms shall create an employment relationship, partnership, or agency between Passionfruit and you, or between the Client and you. You retain sole control over the manner and means by which you perform your services. You are solely responsible for your own income taxes, self-employment taxes, business registrations, licenses, insurance, and all other business expenses. Passionfruit does not provide employment benefits.

**Acceptance of Terms:** By registering as a Specialist on the Platform or by accepting any Project, you agree to be bound by these Terms.

This Agreement comprises:

- **Part A: Specialist Platform Terms:** Governing your general relationship with Passionfruit and use of the Platform.
- **Part B: Specialist Engagement Terms:** Applying specifically when Passionfruit engages you for a Project for a Client.

## Part A: Specialist Platform Terms

### 1. ONBOARDING & COMPLIANCE

- 1.1. You shall provide accurate, complete and up-to-date information required by Passionfruit onboarding.
- 1.2. Form W-9 Requirement: As a condition of being engaged for any Project, you must provide Passionfruit with a complete and accurate IRS Form W-9. Failure to provide a valid Form W-9 will result in a delay or inability to process payments.
- 1.3. You are responsible for keeping your Platform login credentials secure and for all activity under your account.

## 2. USE OF PLATFORM AND SERVICES

- 2.1. In using the Platform, you shall maintain an accurate and up-to-date profile, comply with all applicable laws, and engage professionally with Passionfruit staff and Clients.
- 2.2. While Clients will specify project deliverables and objectives in a Statement of Work (SOW), you retain professional autonomy over the methods, means and execution of your work (including the hours, location, method, tools and staffing), unless specific requirements are explicitly stated in an SOW, to achieve those requirements, consistent with your independent contractor status. Clients are contractually bound by their terms with Passionfruit not to supervise, direct, or control you in a manner akin to an employee.
- 2.3. For the avoidance of doubt, as an independent contractor, you are free to perform services for other businesses whilst using the Platform and delivering an SOW, provided that such services do not cause you to be in breach of your obligations to Passionfruit or a Client, cause a material conflict of interest or breach your confidentiality obligations.
- 2.4. To the maximum extent permitted by law, you agree to waive any employment benefits or status accrued to you during an SOW or in your use of the Platform.
- 2.5. You shall be liable for the acts and omissions of your sub-contractors, substitutes and personnel engaged by you as if they were your own.

## 3. PLATFORM TECHNOLOGY & INTELLECTUAL PROPERTY

- 3.1. Ownership: Passionfruit owns all Intellectual Property Rights in the Platform and its underlying technology ("**Passionfruit Technology**").
- 3.2. License to Use Platform: Passionfruit grants you a non-exclusive, non-transferable right to access and use the Platform solely for managing your engagement with Passionfruit and its Clients.
- 3.3. Your Content: You grant Passionfruit a license to use any materials you upload ("**Specialist Uploads**") as necessary to operate the Platform and propose you for Projects.
- 3.4. Usage Data: Passionfruit may collect and use anonymised and aggregated data regarding Platform usage ("**Usage Data**") for statistical purposes, service improvement, and sharing with third parties.
- 3.5. Feedback: If you provide any suggestions, comments, or other feedback related to Passionfruit's services or Platform ("Feedback"), you grant Passionfruit a non-exclusive, perpetual, irrevocable, royalty-free, worldwide license to use, modify, and incorporate such Feedback into its services and offerings without limitation.
- 3.6. Restrictions: You shall not misuse the Platform, including by attempting to decompile

it, scrape data, or use it for competitive analysis. You shall not upload or transmit malicious, illegal or offensive items using the Platform.

#### 4. CONFIDENTIALITY

- 4.1. You shall keep confidential all non-public information disclosed by Passionfruit or its Clients. This includes Client information, Project details, and any non-public terms of SOWs. This obligation survives the termination of this Agreement.
- 4.2. You shall use confidential information only for the purposes of delivering the obligations you have under this Agreement and any SOWs.
- 4.3. You shall protect confidential information with reasonable security measures, and not disclose it to third parties without prior written consent, except to its representatives who need to know it and are bound by similar confidentiality duties, or as required by law.
- 4.4. These obligations do not apply to information that is publicly known (not through breach), already known to the Recipient, received from a third party without breaching confidence, or independently developed.

#### 5. DATA PROTECTION

- 5.1. Both Parties shall comply with applicable data protection laws, including the California Consumer Privacy Act (CCPA) and Canada's Personal Information Protection and Electronic Documents Act (PIPEDA). Specific data processing terms related to Client data are detailed in Part B.

#### 6. WARRANTIES

- 6.1. You warrant that: You warrant, represent, and undertake to Passionfruit that: (a) all information provided by you to Passionfruit during Onboarding, for your Platform profile, and in connection with any Project proposal or SOW, is and will remain true, accurate, complete, and not misleading in any material respect; (b) your Specialist Uploads and any content or materials you provide or use in connection with the Platform or any Project will not infringe the Intellectual Property Rights or any other rights of any third party, nor will they be defamatory, obscene, or otherwise unlawful; (c) you will comply with all applicable Data Protection Laws in respect of any personal data you control or process in connection with this Agreement and your business operations; (d) you possess the necessary skills, experience, qualifications, and resources to provide services to the professional standards expected for Projects you accept; and (e) you will at all times conduct yourself professionally and in a manner that does not bring Passionfruit or its Clients into disrepute.
- 6.2. We Warrant that: Passionfruit warrants, represents, and undertakes to you that: (a) it has the full right, power, and authority to provide the Platform and facilitate engagements as set out in this Agreement; and (b) the Platform, when used by you in accordance with these Terms, will not, to its knowledge, infringe the intellectual property rights of a third party.
- 6.3. Disclaimer: Except as expressly stated in these Terms, the Platform and any services provided by Passionfruit under this Part A are provided on an "as is" and "as

available" basis. Passionfruit makes no warranties, express or implied, regarding the availability, reliability, or suitability of the Platform for any particular Project or Client, nor does it guarantee any minimum level of work or income for the Specialist. All other warranties, representations, conditions, and terms of any kind whatsoever implied by statute or common law are, to the fullest extent permitted by Applicable Law, excluded from this Agreement.

## 7. INDEMNIFICATION

- 7.1. You agree to indemnify and hold harmless Passionfruit from any claims, damages, or costs arising from: (a) your breach of these Terms; (b) your negligent or unlawful acts; (c) any claim that you were an employee of Passionfruit or a Client; (d) any claim by a third party that your Specialist Uploads infringe their Intellectual Property Rights, breach data protection laws or are defamatory or otherwise unlawful; (e) your failure to pay your own taxes; or (f) any claim brought against Passionfruit by any substitute, sub-contractor, or personnel engaged by you in connection with a Project.

## 8. LIMITATION OF LIABILITY

- 8.1. Nothing in this Agreement shall limit liability for death or personal injury caused by negligence, for fraud or fraudulent misrepresentation, or for any other liability that cannot be excluded by applicable law.
- 8.2. Passionfruit's total liability to you under this Agreement shall be limited to the fees paid by Passionfruit to you in the twelve (12) months preceding the event giving rise to the claim. Neither party shall be liable for any indirect or consequential damages.
- 8.3. Any claims by you under this Agreement must be brought within one (1) year of you becoming aware of the circumstances giving rise to the claim.

## 9. INSURANCE

- 9.1. You shall, at your own expense, maintain adequate insurance coverage for your business, including Professional Indemnity (Errors & Omissions) and Commercial General Liability insurance, with limits appropriate for the services you provide. Proof of such insurance shall be provided to Passionfruit upon request.

## 10. DISPUTE RESOLUTION

- 10.1. This Agreement and any dispute, controversy, or claim arising out of or relating to it (a "**Dispute**") shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to conflict of laws principles.
- 10.2. In the event of any Dispute, the Parties shall first attempt in good faith to resolve it through informal discussions. Either Party may initiate this process by providing written notice to the other Party describing the nature of the Dispute.
- 10.3. If the Parties are unable to resolve the Dispute within thirty (30) days of such notice, the Dispute shall be finally and exclusively resolved by binding arbitration administered by the American Arbitration Association ("AAA") in accordance with its Commercial Arbitration Rules. The arbitration shall be conducted by a single arbitrator, seated in New York, New York. The language of the arbitration shall be English. Judgment on the award rendered by the arbitrator may be entered in any

court of competent jurisdiction.

- 10.4. To the fullest extent permitted by law, each Party agrees that any arbitration shall be conducted solely in its individual capacity, and not as a class, consolidated, collective, or representative proceeding. The Parties expressly waive any right to a jury trial or to bring or participate in a class action, collective action, or representative proceeding.
- 10.5. Nothing in this Clause 10 shall prevent either Party from seeking urgent interim relief (such as an injunction) from a court of competent jurisdiction where failure to obtain such relief would cause irreparable damage.

## 11. TERMINATION

- 11.1. Either Party may terminate this general Agreement with 30 days' written notice. Termination of this Agreement does not affect active Projects, which must be terminated separately as per the terms in Part B.
- 11.2. Either Party may terminate this Agreement with immediate effect by written notice if the other Party commits a material breach of these Terms which is irremediable or (if remediable) is not remedied within thirty (30) days of written notice.
- 11.3. Either Party may terminate this Agreement with immediate effect by written notice if the other Party suffers an insolvency event (as typically defined, e.g., becomes unable to pay debts, liquidation, administration, receivership).
- 11.4. Upon termination or expiry of this Agreement: (a) your access to the Platform will cease (subject to any agreed run-off for ongoing projects); (b) all licences granted to you by Passionfruit will terminate; (c) you shall return or delete Passionfruit's Confidential Information; and (d) accrued rights and liabilities of either Party shall not be affected.

## 12. GENERAL

- 12.1. No variation of the Agreement shall be effective unless it is in writing and signed by or on behalf of each Party. Specialist may not agree any variation on behalf of an Employer.
- 12.2. Passionfruit may engage any third party to perform its obligations under the Agreement, provided that Passionfruit shall remain fully liable to Specialist for performance of such obligations (subject to the exclusions and limitations in the Agreement).
- 12.3. Specialist shall not, without the written consent of Passionfruit (which shall not be unreasonably withheld or delayed) assign or transfer any of its rights or obligations under the Agreement to any third party.
- 12.4. The Agreement is the entire agreement between the Parties, and replace all previous agreements and understandings between them, relating to its subject matter.
- 12.5. Nothing in the Agreement is intended to or shall operate to create a partnership or joint venture of any kind between the Parties. Neither Party shall have the authority to bind the other Party or to contract in the name of, or create a liability against, the other Party in any way or for any purpose.
- 12.6. Notices to terminate shall be in writing and delivered by hand or sent by recorded delivery post to the relevant Party at its registered/usual business address.

## Part B: Specialist Engagement Terms

(These terms apply when a Statement of Work (SOW) is agreed upon for a specific Project)

### 1. ENGAGEMENT AND SERVICES

- 1.1. Upon execution of an SOW, a binding contract is formed for you to provide the services detailed therein ("**Project Services**") to Passionfruit's Client, as an independent contractor engaged by Passionfruit.
- 1.2. You shall perform the Project Services with the highest level of professional skill, care, diligence, and in accordance with the SOW, these Terms, industry best practices, and all reasonable instructions or guidelines provided by Passionfruit or the Client regarding the Project objectives.
- 1.3. You shall ensure all information you provide to Passionfruit or the Client during a Project is accurate.
- 1.4. You shall comply with all applicable law and specific Client policies relevant to the Project Services that have been provided to you.
- 1.5. If you wish to use a substitute to perform any part of the Project Services, you must obtain prior written consent from Passionfruit (and Passionfruit may need to consult its Client). Any substitute must possess equivalent or superior skills and qualifications. You remain fully responsible and liable for the performance, acts, and omissions of any substitute, and for their payment.

### 2. SPECIALIST FEES AND PAYMENT

- 2.1. Passionfruit shall pay you the fees ("**Specialist Fees**") as set out in the SOW.
- 2.2. You shall invoice Passionfruit for Specialist Fees as specified in the SOW. All payments will be made in U.S. Dollars (USD).
- 2.3. Provided the Project Services are performed to the required standard and in accordance with the SOW, Passionfruit shall pay valid and undisputed invoices within thirty (30) days of receipt, subject to any specific payment terms in the SOW.
- 2.4. Tax Responsibilities: You are an independent contractor and are solely responsible for the payment of all your own federal, state, provincial, and local taxes, including income and self-employment taxes. Passionfruit will not withhold any taxes from your payments, except as may be required by law (e.g., backup withholding if your Form W-9 is invalid). Passionfruit will issue an IRS Form 1099 to you as required by law to report the fees paid during the calendar year.

### 3. INTELLECTUAL PROPERTY RIGHTS

- 3.1. Works Made for Hire: to the fullest extent permitted by applicable law, all deliverables, works, materials, inventions, designs, and other content specifically created by you in connection with a project for a Client under an SOW (collectively, the "**Deliverables**") shall be considered "works made for hire" under the U.S. Copyright Act, with Passionfruit deemed the author and exclusive owner of such Deliverables.
- 3.2. Assignment of Project IP: to the extent any Deliverable does not qualify as a "work made for hire", and in consideration for the Specialist Fees, you hereby irrevocably

assign to Passionfruit all right, title, and interest in and to such Deliverables, including all copyrights, trade secrets, and other intellectual property rights therein, free of any lien or encumbrance. You acknowledge that Passionfruit shall in turn assign such rights to the relevant Client upon full payment of the applicable Project Fees.

- 3.3. Further Assurances: you agree to execute and deliver such further instruments, and to take such further acts, as Passionfruit or the Client may reasonably request to effectuate the intent of this clause, including to confirm ownership or to apply for or enforce intellectual property rights in the Deliverables. If you fail to do so, you hereby irrevocably designate Passionfruit as your attorney-in-fact to execute such documents on your behalf.
- 3.4. Moral Rights Waiver: to the maximum extent permitted by law, you waive any and all moral rights or similar rights (including rights of attribution, integrity, or disclosure) that you may have in the Deliverables.
- 3.5. Pre-Existing IP: You retain ownership of any of your pre-existing intellectual property ("**Specialist Background IP**"). You grant Passionfruit and the Client a non-exclusive, perpetual, worldwide, royalty-free license to use any Specialist Background IP that is incorporated into the Project IP.
- 3.6. Open Source and Third-Party Materials: you shall not incorporate any open-source software or other third-party intellectual property into the Deliverables without Passionfruit's prior written consent. If any such materials are approved, you represent and warrant that they are properly licensed and that their use will not subject the Deliverables, Passionfruit, or the Client to any obligations inconsistent with the terms of this Agreement

#### 4. CONFIDENTIALITY & DATA PROTECTION (PROJECT SPECIFIC)

- 4.1. In addition to your general confidentiality obligations in Part A, during a Project you may receive Confidential Information from the Client and / or Passionfruit. You shall treat all such information as strictly confidential and shall not disclose it to any third party without written consent, except as required by law.
- 4.2. Where you process personal data provided by a Client, you acknowledge that the Client is the "business" or "controller" and you are acting as a "service provider" or "processor." You shall process such data only on the Client's lawful instructions and in accordance with applicable law.

#### 5. TERMINATION OF PROJECT

- 5.1. A specific Project may be terminated by either party with the notice period specified in the applicable SOW. If unspecified, the Passionfruit must give 3 days' notice prior to the first day of the next billing period, whereas the Specialist must give 7 days' notice to Passionfruit. Upon termination, you shall cease work, cooperate in an orderly handover, and invoice Passionfruit for services performed up to the effective date of termination.
- 5.2. If you are Materially Unavailable (as defined, e.g., failing to respond for more than one week without justification), Passionfruit or the Client (via Passionfruit) may

terminate the Specialist Engagement Contract immediately. You will not be paid Specialist Fees for periods of unjustified Material Unavailability where services were not delivered.

- 5.3. If Passionfruit has reasonable grounds to believe you are unsuitable for a Project after an SOW is agreed, Passionfruit may terminate the Specialist Engagement Contract immediately, informing the Client as required by Conduct Regulations.