

Passionfruit Specialist Terms – US & Canada

Last Updated: March 2026 (Compliance Remediation Update). Previously: 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.
 - Form W-8BEN/W-8BEN-E Requirement: If you are not a U.S. person (as defined by the IRS), you must provide Passionfruit with a completed IRS Form W-8BEN (for individuals) or Form W-8BEN-E (for entities) certifying your foreign status and, where applicable, claiming benefits under an applicable tax treaty. This form must be provided prior to the commencement of any work and as a precondition to the processing of any payment. You are responsible for notifying Passionfruit of any change in your tax status or residency that would require an updated form.
 - Entity Structure Requirement: For Specialists based in the United States, you shall provide your services through a separately established business entity (such as a limited liability company (LLC), S-Corporation, or C-Corporation) duly registered in your state of operation. Passionfruit may waive this requirement in writing on a case-by-case basis where the nature of the engagement or applicable state law makes an alternative structure appropriate. You shall provide evidence of registration upon request.
- 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 irreparable 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 a business entity.
- 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. Substitution: The specialist has the right to substitute provided they notify Passionfruit and the Client where reasonably practicable. The substitute must be suitably qualified and have equivalent or superior skills. You (operating through an LLC, S-Corp, or C-Corp) 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. Where Passionfruit operates a self-billing arrangement as described in the applicable SOW, Passionfruit shall generate invoices on your behalf and you shall not issue separate invoices for services covered by that SOW. Where self-billing does not apply, you shall invoice Passionfruit for Specialist Fees according to the payment schedule in the SOW. Invoices must be correctly addressed to Use Passionfruit Inc., reference the relevant SOW, and provide any supporting documentation reasonably requested by Passionfruit. All payments will be made in U.S. Dollars (USD).
 - 2.2.1. Upon generation of an invoice under Clause 2.2, Passionfruit's Client shall have a

- period of five (5) Business Days (the "Acceptance Period") to review the deliverables and either accept them or raise a written objection to Passionfruit specifying the particular respects in which the deliverables do not meet the requirements described in the SOW. General dissatisfaction or subjective preference shall not constitute a valid objection. If the Client does not raise a valid written objection within the Acceptance Period, the deliverables shall be deemed accepted.
- 2.2.2. Where the Client raises a valid objection within the Acceptance Period, you shall use reasonable endeavours to undertake one (1) round of revisions to address the specific points raised, following which the deliverables shall be deemed accepted ("First Round Deemed Acceptance").
- 2.2.3. Where a deliverable remains materially deficient after the round of revisions under Clause 2.2.2 (meaning it fails to meet specific, objectively verifiable requirements described in the SOW in a manner that would be apparent to a reasonable professional in the relevant field), the Client may notify Passionfruit in writing within three (3) Business Days of receiving the revised deliverable, setting out the specific continuing deficiencies. If no such notification is received within the three (3) Business Day window, the deliverables shall be deemed accepted. Where a valid notification of material deficiency is received, Passionfruit shall review it and, acting reasonably, determine whether to:
- 2.2.3.1. instruct you to undertake a further revision to address the identified deficiencies;
- 2.2.3.2. propose an alternative Specialist to complete the deliverable; or
- 2.2.3.3. issue a pro-rata credit to the Client for the deficient deliverable, in which case the Specialist Fee payable to you under the relevant SOW shall be reduced by a corresponding amount, and Passionfruit shall notify you in writing of any such reduction, with reasonable detail of the grounds for the Client's objection and Passionfruit's determination. For the avoidance of doubt, this Clause 2.2.3 applies only where the deliverable is objectively deficient against the SOW requirements; it does not apply to matters of subjective preference, stylistic choice, or general dissatisfaction.
- 2.2.4. Subject to acceptance (or deemed acceptance) of the deliverables in accordance with Clauses 2.2.1, 2.2.2 or 2.2.3, Passionfruit shall pay valid and undisputed invoices by the last Business Day of the calendar month following the month in which the invoice was generated under Clause 2.2, provided that the deliverables have been accepted or deemed accepted by that date. If acceptance (or deemed acceptance) has not yet occurred by that date, payment shall instead be made by the last Business Day of the calendar month in which acceptance (or deemed acceptance) occurs.
- 2.3. The combined Acceptance Period, any revision or escalation process under Clauses 2.2.2 and 2.2.3, and the payment cycle under Clause 2.2.4 shall in no case result in a total period exceeding sixty (60) calendar days from the date of the invoice to the date of payment. If the deliverables have not been accepted or deemed accepted by the forty-fifth (45th) calendar day following the date of the invoice, the deliverables shall be deemed accepted on that date for the purposes of triggering the payment obligation under Clause 2.2.4, without prejudice to any right of the Client (exercised

via Passionfruit) to pursue a separate claim for defective deliverables under this Agreement. In the event of any conflict between the payment cycle described in Clause 2.2.4 and this Clause 2.3, the earlier payment date shall prevail.

- 2.4. Passionfruit's obligation to pay Specialist Fees in accordance with this Clause 2 is not conditional upon Passionfruit having received corresponding payment from its Client. Non-payment or late payment by the Client to Passionfruit shall not entitle Passionfruit to withhold or delay payment to you beyond the dates specified in this Clause 2. For the avoidance of doubt, this Clause 2.4 is without prejudice to any pro-rata reduction of Specialist Fees under Clause 2.2.3.3, which operates as an adjustment to the amount payable rather than a withholding of payment.
- 2.5. 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.
 - a. Worker Classification Assessment: Prior to the commencement of any Project, Passionfruit will conduct an independent worker classification assessment of the engagement through its approved assessment provider. You (and your business entity) shall: (a) provide complete, accurate, and timely information as reasonably requested by Passionfruit or its assessment provider regarding the actual working practices, methods, and arrangements applicable to the engagement; (b) cooperate fully with the assessment process, including completing any questionnaires or providing clarification within five (5) business days of request; (c) not commence work on the Project until the assessment is complete; and (d) notify Passionfruit immediately if the actual working practices for the engagement materially change from those described in the assessment at any point during the Project.
 - b. Reassessment: Where a Specialist Engagement Contract continues for a period exceeding six (6) months from the date of the most recent worker classification assessment, or where the scope of the engagement materially changes, Passionfruit may conduct a reassessment. You shall cooperate with any such reassessment. If the reassessment produces a different classification determination, the revised determination shall take effect from the start of the next billing period.
 - c. ABC Test State Acknowledgment: You acknowledge that certain U.S. states (including but not limited to California, New Jersey, Massachusetts, New York, and Nevada) apply a strict presumption of employment under the ABC test for worker classification purposes. Where you are physically located in such a state, Passionfruit may require additional compliance measures before proceeding with an engagement, including but not limited to routing the engagement through an approved Agent of Record or Employer of Record. You agree to cooperate with any such measures and acknowledge that Passionfruit may decline to proceed with an engagement where the misclassification risk cannot be adequately mitigated.

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. Passionfruit may terminate a specific Specialist Engagement Contract (and the related SOW) by giving you at least seven (7) business days' written notice. Where Passionfruit terminates a Specialist Engagement Contract as a direct consequence of the Client terminating the corresponding Specialist Supply Contract, Passionfruit may give the Specialist three (3) business days' notice. 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.