

Winnito L.L.C. Terms & Conditions

Effective: August 31st, 2025

This document outlines the Terms and Conditions ("Agreement") governing your use of Winnito L.L.C.'s consulting marketplace (the "Platform"). This Agreement is a legally binding contract between you ("User" or "you") and Winnito L.L.C. ("Winnito," "we," or "us"). By accessing or using the Platform, you agree to be bound by these Terms and Conditions, as well as our Privacy Policy and User Agreement.

1. Acceptance of Terms

By registering for an account, accessing, or using any part of the Winnito Platform, you acknowledge that you have read, understood, and agree to be bound by all terms and conditions contained herein. If you do not agree to these terms, you may not access or use the Platform.

2. Definitions

- **Platform:** Refers to the Winnito L.L.C. consulting marketplace, including its website (www.winnito.com), applications, and all associated services.
- **User:** Any individual or entity that registers for an account or uses the Platform, including clients seeking consulting services and consultants offering services.
- **Client:** A User who seeks and procures consulting services through the Platform.
- **Consultant:** A User who offers and provides consulting services through the Platform.
- **Services:** The consulting services offered and provided by Consultants to Clients through the Platform.
- **Content:** Any text, graphics, images, audio, video, or other material uploaded, posted, or displayed on the Platform by Users or Winnito.

3. Eligibility and Accounts

3.1 Eligibility

The Platform is intended for business use only, not for personal or consumer use. By using the Platform, you represent and warrant that you are at least 18 years old (or the age of majority in your jurisdiction), are legally capable of entering into binding contracts, and will use the Platform for legitimate business purposes only. You agree to comply with all applicable local, state, federal, and international laws and regulations.

3.2 Account Registration

To access certain features of the Platform, you must register for an account. You agree to provide accurate, current, and complete information during the registration process and to update such information to keep it accurate, current, and complete. Winnito reserves the right to approve or deny account registrations for any lawful reason.

3.3 Account Types

Winnito offers different account types, which may include Client accounts and Consultant accounts. You may have multiple account types under a single registered account. You agree not to register for or maintain more than one primary account without explicit written permission from Winnito.

3.4 Account Security

You are responsible for maintaining the confidentiality of your account login information and for all activities that occur under your account. You agree to notify Winnito immediately of any unauthorized use of your account or any other breach of security. Winnito will not be liable for any loss or damage arising from your failure to comply with this security obligation.

4. Services and Engagements

4.1 Nature of Services

Winnito provides a marketplace to connect Clients with Consultants. Winnito does not directly provide consulting services, nor does it employ Consultants. Consultants are independent contractors and not employees, agents, or partners of Winnito.

4.2 Service Contracts

Clients and Consultants are solely responsible for defining the scope of work, terms, and conditions of their service contracts. Winnito is not a party to these contracts and disclaims all liability arising from or related to such contracts.

4.3 Payment Terms

All payments for Services rendered through the Platform must be processed via Winnito's designated payment system. You agree to pay all applicable fees and taxes associated with your use of the Platform and Services. Winnito reserves the right to change its fee structure upon reasonable notice.

5. User Responsibilities

5.1 Compliance

You agree to comply with all applicable laws, regulations, and these Terms and Conditions when using the Platform. You are solely responsible for your conduct and any Content you submit, post, or display on the Platform.

5.2 Prohibited Conduct

You agree not to:

- Use the Platform for any illegal or unauthorized purpose.
- Post or transmit any Content that is unlawful, harmful, defamatory, obscene, or otherwise objectionable.
- Interfere with or disrupt the integrity or performance of the Platform or its data.

- Attempt to gain unauthorized access to the Platform or its related systems or networks.
- Circumvent any fees or payment systems on the Platform.

6. Intellectual Property

All Content on the Platform, excluding User-generated Content, is the property of Winnito L.L.C. and is protected by intellectual property laws. You may not use Winnito's trademarks, logos, or other proprietary information without our express written consent.

7. Disclaimers and Limitation of Liability

7.1 Disclaimers

The Platform and Services are provided on an "as is" and "as available" basis, without warranties of any kind, either express or implied. Winnito does not warrant that the Platform will be uninterrupted, error-free, or secure.

7.2 Limitation of Liability

To the fullest extent permitted by law, Winnito L.L.C. shall not be liable for any indirect, incidental, special, consequential, or punitive damages, or any loss of profits or revenues, whether incurred directly or indirectly, or any loss of data, use, goodwill, or other intangible losses, resulting from (a) your access to or use of or inability to access or use the Platform; (b) any conduct or content of any third party on the Platform; or (c) unauthorized access, use, or alteration of your transmissions or content.

8. Indemnification

You agree to indemnify and hold harmless Winnito L.L.C., its affiliates, officers, directors, employees, and agents from and against any and all claims, liabilities, damages, losses, and expenses, including reasonable attorneys' fees, arising out of or in any way connected with your access to or use of the Platform or your violation of these Terms and Conditions.

9. Governing Law and Dispute Resolution

These Terms and Conditions shall be governed by and construed in accordance with the laws of [Jurisdiction of Winnito L.L.C.], without regard to its conflict of law principles. Any disputes arising from these Terms and Conditions shall be resolved through binding arbitration in [City, State of Winnito L.L.C.], or in a court of competent jurisdiction located in [City, State of Winnito L.L.C.].

10. General Provisions

10.1 Entire Agreement

These Terms and Conditions, together with the Privacy Policy and User Agreement, constitute the entire agreement between you and Winnito L.L.C. regarding your use of the Platform.

10.2 Severability

If any provision of these Terms and Conditions is found to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

10.3 Waiver

No waiver of any term of these Terms and Conditions shall be deemed a further or continuing waiver of such term or any other term.

10.4 Assignment

You may not assign or transfer these Terms and Conditions, by operation of law or otherwise, without Winnito L.L.C.'s prior written consent.

11. Changes to Terms and Conditions

Winnito L.L.C. reserves the right to modify these Terms and Conditions at any time. We will provide notice of any material changes by posting the updated Terms and Conditions on the Platform. Your continued use of the Platform

after such modifications constitutes your acceptance of the revised Terms and Conditions.

12. Contact Information

If you have any questions about these Terms and Conditions, please contact us at legal@winnito.com.
