

ta-da! Terms and Conditions

Effective Date: 8/17/2026

Important Notice

PLEASE READ THESE TERMS AND CONDITIONS ("AGREEMENT," "TERMS," or "TERMS AND CONDITIONS") CAREFULLY. THIS IS A LEGAL AGREEMENT BETWEEN YOU AND ta-da!, AS DEFINED BELOW. IT APPLIES TO BOTH CLIENTS AND GENIES.

SECTION 20 OF THIS AGREEMENT (ARBITRATION AGREEMENT) REQUIRES MOST DISPUTES BETWEEN YOU AND ta-da! TO BE RESOLVED BY BINDING INDIVIDUAL ARBITRATION RATHER THAN IN COURT, WITH LIMITED EXCEPTIONS (FOR EXAMPLE, UNITED STATES CONSUMERS DO NOT NEED TO ARBITRATE INDIVIDUAL CLAIMS OF SEXUAL HARASSMENT OR SEXUAL ASSAULT). UNLESS YOU VALIDLY OPT OUT: (1) YOU MAY ONLY PURSUE CLAIMS AGAINST US ON AN INDIVIDUAL BASIS, NOT AS PART OF A CLASS OR REPRESENTATIVE ACTION; AND (2) YOU ARE WAIVING YOUR RIGHT TO A COURT PROCEEDING AND A JURY TRIAL.

IN ADDITION:

- Section 9 requires you to consent to our Privacy Policy.
- Section 13 contains provisions relating to our use of certain User Content.
- Section 15 contains provisions relating to third-party stores and services ("Merchants") involved in some wishes.
- Section 18 contains provisions that limit our liability to you.
- You may only use the Platform if you are 18 years of age or older and of legal age in your jurisdiction to form a binding contract with ta-da!.

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1. Acceptance of This Agreement

ta-da! operates an online marketplace platform (the "Technology" and "Platform") that connects Clients who request tasks — called "wishes" — with independent contractors who complete them ("Genies"). Some wishes may involve a Genie picking up goods on a Client's behalf from a store or other third-party business ("Merchant"). ta-da! is not itself a retailer, Merchant, or delivery company, and is not a party to the sale of any goods purchased from a Merchant.

By accessing hellotada.com, installing or using the ta-da! mobile application, taking any action to signify acceptance of this Agreement, or completing account registration, you represent and warrant that: (a) you have read, understand, and agree to be bound by this Agreement, as amended from time to time; (b) you are of legal age in your jurisdiction to form a binding contract with ta-da!; and (c) you have authority to enter into this Agreement, including on behalf of any organization you represent.

"User" means any Client or Genie, and, where the context requires, any visitor who accesses the Platform. If you do not agree to this Agreement, you may not access or use the Platform.

2. Eligibility and Age Requirements

You must be at least 18 years old, and of legal age to form a binding contract in your jurisdiction, to create an account or use the Platform as a Client or a Genie.

3. Platform Role and Marketplace Model

ta-da! provides a Technology platform that allows Clients to request wishes and matches those wishes with available Genies. ta-da! facilitates the connection and payment between Clients and Genies but does not itself perform wishes, and is not the employer of any Genie (see Section 5). Estimated timing, pricing, and availability shown on the Platform are estimates only and are not a guarantee.

4. Client Terms

As a Client, you may post wishes describing the task you need completed, including the location, timing, and any relevant details. You agree to:

- provide accurate information about the wish, including access instructions and any safety-relevant details;
- be reachable by your matched Genie for the duration of an active wish;
- pay all applicable fees for a completed wish through the Platform's payment system; and
- treat Genies with respect and refrain from requesting anything outside the scope of the accepted wish.

5. Genie Terms

Genies are independent contractors, not employees, agents, joint venturers, or partners of ta-da!. Nothing in this Agreement creates an employment, agency, or partnership relationship. Genies:

- set their own availability and choose which wishes to accept, subject to the Platform's matching and radius settings;
- must complete identity verification and, where applicable, a background check before accepting wishes;
- are responsible for their own tools, transportation, and any licenses needed to complete a wish;
- are paid through Stripe Connect according to the fee structure in effect at the time a wish is completed; and
- must comply with all applicable laws while performing wishes, including with respect to any Merchant pickup involved.

6. Account Registration and Security

You must register for an account to use most of the Platform and must keep your account information accurate, current, and complete. You are solely responsible for activity under your account and for keeping your password confidential. Notify us immediately at support@hellotada.com if you suspect unauthorized use of your account. ta-da! may suspend or terminate accounts with inaccurate, outdated, or fraudulent information.

7. Modifications to This Agreement

We may modify this Agreement at any time, effective upon posting an updated version at hellotada.com or through the Technology. We will notify you of material changes by email or another reasonable means. Your continued use of the Platform after a change takes effect constitutes acceptance of that change. This Section is subject to Section 20(k) (Modification of the Arbitration Agreement).

8. Rules and Prohibited Conduct

By using the Platform, you agree that you will not:

- use the Platform for any unlawful, fraudulent, or deceptive purpose;
- impersonate any person or entity or misuse another User's account;
- use the Platform for any commercial purpose other than posting or completing wishes, without our written permission;
- use content from the Platform to train a machine learning or AI system without our written consent;
- copy, scrape, or systematically extract data or content from the Platform;
- attempt to gain unauthorized access to any account, system, or network connected to the Platform;
- engage in conduct that harms or threatens the safety of other Users or ta-da! personnel; or
- falsely dispute a charge or fraudulently claim a wish was not completed.

We may suspend or terminate your account, or take other appropriate action, if we believe you have violated this Agreement. Where required by law, we will provide written notice of the reasons for suspension or termination.

9. Privacy and Data

By using the Platform, you acknowledge and agree to the collection, use, and disclosure of your personal information as described in the ta-da! Privacy Policy, which is incorporated into this Agreement by reference.

10. Location Data and Communications

By creating an account or using the Platform, you agree to receive communications from ta-da!, and, where relevant, from matched Genies or Clients, by email, SMS, push notification, or in-app message, including transactional messages about your account, wishes, and safety. Message and data rates may apply. See Section 22 for marketing text messages, and the Privacy Policy for details on location data collection, including background location collected from Genies as described there.

11. Electronic Records

By using the Platform, you consent to receive records and disclosures electronically, and agree that electronic communications satisfy any legal requirement that such communications be in writing. You are responsible for keeping your contact information current.

12. Payments, Fees, Refunds, and Payouts

Payment processing

All payments are processed through Stripe. ta-da! does not store full payment card numbers; Stripe stores and processes your payment method on our behalf. You may save a payment method through Stripe for future wishes.

Pricing and charges

Pricing for a wish is displayed before you confirm your request and may vary based on category, distance, number of stops, and other factors. Pricing may change at any time at ta-da!'s discretion. If the amount charged differs from the amount displayed at checkout due to an error, ta-da! may make a corrective charge or refund so the final amount matches what was displayed.

Authorization and capture

Your payment method is authorized when you confirm a wish and charged upon completion of the wish, unless otherwise stated at checkout.

Refunds

Charges for completed wishes are generally final and non-refundable. ta-da! may grant a refund or credit at its sole discretion, including where a wish was not completed as described.

Genie payouts

Genies are paid through Stripe Connect according to the fee split in effect at the time a wish is completed. Payout timing and any applicable fees are described in the Genie in-app payout settings.

Nothing in this Section constitutes an in-app purchase of digital content; all payments are for real-world services and, where applicable, goods purchased from a Merchant outside the Platform.

13. User Content and Reviews

You may submit text, photos, ratings, reviews, and other content through the Platform ("User Content"). You represent that you own or have the right to submit your User Content, and that it does not violate any law, third party right, or this Agreement.

You grant ta-da! a non-exclusive, worldwide, royalty-free license to use, display, and reproduce your User Content in connection with operating and promoting the Platform. This license does not extend to identity-verification documents, background-check results, or other KYC materials, which we use solely for verification, safety, and dispute-resolution purposes as described in the Privacy Policy.

Ratings and reviews must reflect your honest, first-hand experience and may not be exchanged for payment or other benefits. We may remove any User Content, at our discretion, that violates this Agreement.

14. Intellectual Property Ownership

ta-da! and its licensors own all right, title, and interest in the Technology and the Platform. This Agreement does not grant you any ownership interest in the Technology, the Platform, or ta-da!'s trademarks.

15. Third-Party Stores, Websites, and Age-Restricted Items

Merchant pickups

Some wishes involve a Genie purchasing or retrieving items from a store or other third-party business (a "Merchant") at a Client's request. ta-da! is not the retailer or seller of any such items; the Merchant is. ta-da! is not responsible for a Merchant's product availability, pricing, quality, or compliance with applicable law.

Age-restricted items

Genies may not purchase, pick up, or deliver alcohol or other age-restricted items on behalf of a Client through the Platform at this time. This Agreement will be updated, and appropriate age-verification steps added to the Platform, before any such feature is enabled.

Third-party websites and links

The Platform may link to third-party websites or applications that are not controlled by ta-da!. We are not responsible for the content or practices of those third parties, and you use any such links at your own risk.

16. App Store Terms

Availability of the Technology depends on the third-party app store from which you downloaded it (e.g., the Apple App Store or Google Play, each an "App Store"). This Agreement is between you and ta-da!, not the App Store. Where the Technology is downloaded from the Apple App Store, you acknowledge that Apple has no obligation to provide maintenance or support, that Apple is not responsible for product-liability, legal-compliance, or intellectual-property claims relating to the Technology, and that Apple and its subsidiaries are third-party beneficiaries entitled to enforce this Agreement against you as it relates to your license of the app. You must comply with all applicable App Store terms when using the Technology.

17. Termination and Account Deletion

You may request deletion of your account at any time, either in-app from Account/Profile Settings, or online at hellotada.com/account-deletion. ta-da! may retain certain records as described in the Privacy Policy where required for law, fraud prevention, disputes, payments, insurance, or safety.

If you have an active, in-progress wish at the time of your request, you must complete or cancel that wish before your account deletion can be finalized. We will notify you if this applies to your request.

Deletion does not cancel already-completed transactions, pending chargebacks, disputes, or other legal obligations.

ta-da! may suspend or terminate your access to the Platform for any reason, with or without notice, and, where required by law, will provide written notice of the reasons for suspension or

termination. This Agreement remains enforceable against you after termination to the extent its provisions are intended to survive.

18. Disclaimers and Limitation of Liability

TO THE FULLEST EXTENT PERMITTED BY LAW, THE PLATFORM IS PROVIDED "AS IS" WITHOUT WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. ta-da! DOES NOT GUARANTEE THAT THE PLATFORM WILL BE UNINTERRUPTED, ERROR-FREE, OR SECURE.

TO THE FULLEST EXTENT PERMITTED BY LAW, ta-da!'s AGGREGATE LIABILITY TO YOU WILL NOT EXCEED THE GREATER OF (A) THE AMOUNTS YOU PAID TO ta-da! IN THE SIX MONTHS BEFORE THE EVENT GIVING RISE TO THE CLAIM, OR (B) \$100. ta-da! WILL NOT BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES. THESE LIMITATIONS DO NOT APPLY WHERE PROHIBITED BY LAW, INCLUDING FOR RESIDENTS OF NEW JERSEY WITH RESPECT TO CERTAIN DAMAGES.

19. Indemnification

To the extent permitted by law, you agree to indemnify and hold harmless ta-da! and its officers, directors, employees, and affiliates from claims, losses, and expenses (including reasonable attorneys' fees) arising from your User Content, your misuse of the Platform, your breach of this Agreement, or your violation of applicable law. This obligation does not extend to any Indemnified Party's own unconscionable conduct, negligence, fraud, or misrepresentation.

20. Arbitration Agreement

Please read this Section 20 carefully. It requires that most disputes between you and ta-da! be resolved by binding individual arbitration rather than in court, and it prevents you from participating in a class action against ta-da!.

(a) Scope

This Arbitration Agreement applies to any dispute or claim arising out of or relating to this Agreement, your use of the Platform, or your relationship with ta-da! as a User, whether arising before or after the effective date of this Agreement, except: (i) individual claims of sexual assault or sexual harassment by United States Consumers, which are not subject to mandatory arbitration; (ii) claims either party may bring in small claims court, so long as the matter remains an individual (non-class, non-representative) claim; and (iii) claims for injunctive relief to protect intellectual property rights, which either party may bring in court.

(b) Informal resolution first

Before starting an arbitration, you and ta-da! agree to first attempt to resolve the dispute informally by meeting and conferring by phone or video for at least 60 days after written notice. To notify ta-da!, email support@hellotada.com with your name, phone number, account email, and a description of your claim.

(c) Arbitration rules and forum

This Arbitration Agreement is governed by the Federal Arbitration Act. For United States Consumers, arbitration will be administered by ADR Services, Inc. (California residents) or National Arbitration and Mediation (non-California residents), under those providers' consumer arbitration rules, unless the parties agree on an alternative forum. Notice of intent to arbitrate must be sent, for ta-da!, to General Counsel, TADA From To Do to Done, LLC c/o Nissan Thomas, Esq., 6230 Wilshire Blvd., #2015, Los Angeles, CA 90048.

(d) Arbitrator's authority

The arbitrator, not a court, will have exclusive authority to resolve disputes about the interpretation, applicability, or enforceability of this Arbitration Agreement, except for the class-action waiver in Section 20(f), which only a court may decide. The arbitrator may award any relief available under applicable law on an individual basis. The arbitrator's decision is final and binding on you and ta-da!.

(e) Waiver of jury trial

To the extent permitted by law, you and ta-da! waive any right to a jury trial and elect to resolve covered disputes by binding arbitration instead.

(f) Waiver of class and representative actions

To the extent permitted by law, you and ta-da! agree to arbitrate claims only on an individual basis, and waive any right to bring or participate in a class, collective, or representative action or to seek public injunctive relief in arbitration. If a court finds this waiver unenforceable as to a particular claim, that claim must be litigated in court, and any remaining claims will proceed in arbitration.

(g) Opting out

If you are creating a ta-da! account for the first time on or after the effective date of this Agreement, you may opt out of this Arbitration Agreement by sending written notice to support@hellotada.com within 30 days of first becoming subject to it, including your name, account email, and a clear statement that you wish to opt out. If you opt out, the rest of this Agreement still applies to you.

(h) Independent Contractor Agreements

Nothing in this Section supersedes or modifies the terms of any separate Independent Contractor Agreement between a Genie and ta-da!, including any separate arbitration provision in such an agreement.

(i) Survival and severability

This Arbitration Agreement survives termination of your relationship with ta-da!. If any part of it is found unenforceable, the remainder will still apply.

21. Exclusive Venue

For any claim permitted to be brought in court, you and ta-da! agree that exclusive venue lies in the state or federal courts located in San Francisco County, California, if you are a California resident, or in the United States District Court for the district in which you reside, if you are not.

22. Procedure for Copyright Infringement Claims

If you believe your copyrighted work has been posted on the Platform without authorization, send a notice including: a signature of the rights owner or their agent; a description of the copyrighted work and the allegedly infringing material's location on the Platform; your contact information; a good-faith statement that the use is unauthorized; and a statement under penalty of perjury that the notice is accurate and you are authorized to act. Send notices to: General Counsel, TADA From To Do to Done, LLC c/o Nissan Thomas, Esq., 6230 Wilshire Blvd., #2015, Los Angeles, CA 90048.

23. General Terms

- No joint venture, partnership, employment, or agency relationship is created by this Agreement, including with respect to Genies (see Section 5).
- This Agreement is governed by the laws of the State of Delaware, consistent with the Federal Arbitration Act, without regard to conflict-of-law principles.
- If any provision is found invalid or unenforceable, the rest of this Agreement remains in effect.
- A party's delay or failure to enforce any provision is not a waiver of that provision.
- ta-da! may assign this Agreement; you may not assign it without our consent.
- You may not use the Platform where doing so would violate applicable law.
- ta-da! may subcontract its obligations under this Agreement.
- This Agreement is governed by its English-language version; any translation is provided for convenience only.
- This Agreement is the entire agreement between you and ta-da! regarding its subject matter, except that it does not supersede any separate Independent Contractor Agreement governing a Genie's work.

26. Contact Information

TADA From To Do to Done, LLC

28 Geary St., Ste. 650, San Francisco, CA 94108

Support: support@hellotada.com | hellotada.com/support | 415.683.1380