Starving Devs Inc. – Terms of Service

Effective Date: April 11, 2025

Please read these Terms of Service ("Terms") carefully. By registering an account or using the Starving Devs platform ("Platform"), you agree to be bound by these Terms and all policies referenced herein (including our Privacy Policy). If you do not agree, you must not use the Platform. These Terms constitute a binding legal agreement between you and Starving Devs Inc., a U.S.-based company ("Starving Devs," "we," "us," or "our"), governing your use of our services.

1. Platform Use and Accounts

1.1 User Types: The Platform connects two types of users:

- Clients – individuals or entities seeking to hire developers for paid coding work. Clients can post project requests, communicate with Developers, and purchase Tokens to pay for services.

- Developers – skilled individuals or entities offering coding/development services. Developers must apply and be vetted/approved by Starving Devs before they can offer services or bid on projects. Starving Devs reserves the right to reject or remove any Developer that does not meet our eligibility or quality standards.

1.2 Account Registration: To use the Platform as a Client or Developer, you must create an account with a valid email address and password. You agree to provide accurate, current information during registration and to keep your account information updated. Each user is responsible for maintaining the confidentiality of their login credentials and for all activities that occur under their account. You must be at least 18 years old (or the age of legal majority in your jurisdiction) to register. Accounts are personal and may not be shared or transferred without our consent.

1.3 Account Security: You are responsible for safeguarding your password. Starving Devs will never ask you for your password. If you suspect any unauthorized use of your account or a security breach, you must notify us immediately. We are not liable for any loss or damage arising from your failure to comply with the above requirements.

1.4 Platform Features: Starving Devs provides tools to facilitate communication and project completion:

- Chat Messaging: Clients and Developers can communicate via an internal chat system for project discussion, clarifications, and updates. All communications on the Platform should remain professional and project-related.

- File Exchange: The Platform enables secure file uploads and downloads so code, documents, and other project files can be shared between Clients and Developers. Users are responsible for scanning files for viruses or malware; Starving Devs is not liable for files' content.

- File Lock Functionality: For added security and assurance, the Platform may include a "file lock" feature. This feature can hold or restrict access to certain delivered files or code until specified conditions are met (for example, Client's confirmation of project completion or release of payment). When a file is "locked," the recipient can see that it exists but cannot open or use it until it's unlocked by the Platform (usually when payment has been secured in escrow or upon project completion).

1.5 Authorized Use: You agree to use the Platform only for its intended purpose of connecting Clients and Developers for legitimate software/coding projects. You will not misuse the Platform by engaging in fraudulent activities, attempting to circumvent the payment system, or violating any law or regulation. Starving Devs is not a party to the independent contract between a Client and a Developer for a project's work; we only facilitate the connection, communication, and payment between users. However, all users must abide by these Terms and the guidelines of the Platform during their interactions.

2. Token and Payment System

2.1 Tokens as Payment Medium: Starving Devs uses an internal Token system for payments. Clients purchase Tokens through the Platform to pay Developers for services. Token purchases are processed via Stripe, a third-party payment processor. By purchasing Tokens, you agree to Stripe's payment terms in addition to these Terms. Token purchase payments (in USD) are handled externally by Stripe, which may include charging applicable taxes or fees required by law. Starving Devs does not collect your credit card information directly and is not liable for Stripe's handling of payments, but we facilitate the Token crediting to your account upon successful purchase.

2.2 Token Usage: Once purchased, Tokens will be credited to the Client's account balance. Tokens have no monetary value outside the Platform and are not transferable between users (Clients cannot send Tokens to other Clients, and Developers cannot send Tokens between accounts). Tokens are solely a medium to pay for services on the Platform. No refunds will be issued for purchased Tokens except at our sole discretion or if required by law (for example, if we terminate the Platform or your account, we may consider refunding unused Tokens to the original payment method, minus any applicable fees).

2.3 Developer Earnings and Conversion: When a Client pays a Developer in Tokens for a completed project, those Tokens are held as the Developer's pending balance. Developers cannot immediately withdraw or convert Tokens to cash; a minimum threshold must be reached. Specifically, a Developer may request a conversion of their Token balance to U.S. Dollars (USD) only after their balance meets or exceeds a certain threshold. This threshold is variable and will be publicly posted on the Platform (e.g., on the payout information page). Starving Devs reserves the right to change the threshold from time to time, but any change will be announced and reflected in the publicly posted information.

2.4 Holding Period and Verification: For security, fraud prevention, and compliance reasons, any Token conversion to USD is subject to a 30-day holding period from the date the Tokens were received by the Developer. During this period, funds are in escrow (or marked as "pending withdrawal") and cannot be withdrawn. Additionally, before the first conversion or payout is processed (and at any time we deem necessary), Developers must undergo identity verification. This may include providing government-issued identification, tax information (such as a W-9 for U.S. persons or equivalent tax form for non-U.S.), and any other verification steps required to comply with anti-fraud and anti-money laundering regulations. Failure to complete verification will delay or prevent payout.

2.5 Payouts to Developers: After the holding period and upon successful verification, Developers may convert eligible Token balances to USD. Payouts will be made via Stripe or another third-party payout processor designated by Starving Devs. We will provide the Developer with the net amount in USD after deductions (explained below). Starving Devs will charge a fee (platform cut) on the Token-to-USD conversion. This means a percentage of the Tokens (or their USD equivalent) is taken by Starving Devs as a service fee when the conversion is processed. The exact fee or percentage will be disclosed on the Platform (it may be updated from time to time, but will be clearly communicated). The remainder after the fee is what the Developer will receive as their payout. Starving Devs is responsible for accounting for this platform fee, while Stripe (or the payout processor) facilitates the transfer of funds to the Developer's bank or Stripe account.

2.6 Taxes: Clients are responsible for any taxes that apply to Token purchases or services they obtain via the Platform (for example, sales tax or VAT on the purchase of Tokens, if applicable). Such taxes may be collected by Stripe at the point of purchase, depending on local laws. Developers are responsible for any taxes on their earnings (income tax, self-employment tax, VAT, etc., as applicable in their jurisdiction). Starving Devs will provide Developers with required documentation for earnings if legally required (e.g., a 1099 form for U.S. freelancers meeting the reporting threshold), but each Developer is solely responsible for reporting and paying their taxes. Starving Devs' platform fee may be considered a fee for services and not a tax. We do not withhold taxes from payouts (unless required by law or tax authorities for certain regions).

2.7 No Outside Payments: Clients and Developers must not circumvent the Platform's payment system. All payments for projects initiated on Starving Devs must be made in Tokens through the Platform. You agree not to offer or accept any external payment (cash, PayPal, cryptocurrency, etc.) for work found through Starving Devs. Circumvention not only violates

these Terms but may also result in removal from the Platform and other legal consequences. (This rule is to ensure safety, enable dispute resolution, and allow Starving Devs to earn its platform fees which keep the service running.)

3. Escrow and Dispute Resolution

3.1 Payment Escrow: When a Client agrees to hire a Developer for a project and commits Tokens for payment, those Tokens may be placed into an escrow hold by the Platform. This means that while the Tokens are deducted from the Client's balance and earmarked for the project, they are not immediately released to the Developer. Starving Devs holds the Tokens in escrow on behalf of the Client and Developer until the project is completed and both parties are satisfied (or a dispute is resolved as described below). This escrow system is designed to protect both parties: the Client's payment is secured, and the Developer knows the Client has funded the work.

3.2 Project Completion and Release of Funds: Upon completion of the project, the following process typically occurs:

- The Developer delivers the final code/work to the Client (for example, via the file exchange, possibly using the file lock feature such that the Client can review but not fully use the code until release).

- The Client should promptly review the delivered work. If the work meets the agreed requirements, the Client will mark the project as Completed (or otherwise confirm satisfaction).

- Once the Client confirms completion (or if the Client does not object within a certain grace period specified on the Platform, e.g., 7 days after delivery), Starving Devs will release the escrowed Tokens to the Developer's account. At that point, the Tokens become part of the Developer's available balance (subject to the holding period for conversion). The Client is then charged those Tokens (which they had pre-funded) officially as payment to the Developer.

3.3 Dispute Initiation: If the Client is not satisfied with the delivered work, or if the Developer claims the project was completed but the Client refuses to mark it complete, either party can initiate a Dispute through the Platform's dispute resolution center. This must be done within the timeframe specified (for instance, within 7 days of delivery or request for completion, or the work may be considered accepted by default – the exact timeframe will be indicated per project).

3.4 Internal Mediation by Admin: Once a dispute is initiated, a Starving Devs administrator or support team member ("Admin") will review the case. The Admin may request additional information from both Client and Developer, such as evidence of work completed, communications, project requirements, and any files in question. Both parties are expected to

cooperate in good faith with the Admin's inquiries. The Admin will act as a neutral mediator and attempt to help the parties reach a mutual agreement. If needed, the Admin may make a determination based on the evidence. For example, the Admin could decide that the Developer did not fulfill the requirements and recommend refunding the Tokens to the Client, or that the Developer did fulfill the work and recommend releasing some or all Tokens to the Developer, or propose a split or specific remedy. The Admin's recommendation will be communicated to both parties.

3.5 Acceptance or Escalation: If both Client and Developer accept the Admin's proposed resolution, then the escrowed Tokens will be distributed accordingly (e.g., refunded to Client or paid to Developer in the agreed proportions), and the dispute is closed. If either party is dissatisfied with the Admin's decision, they have the option to escalate to binding arbitration as described below. If neither party escalates the dispute within a set period after the Admin's decision (for example, 7 days), the Admin's decision will be implemented and considered final, and the Tokens will be disbursed accordingly.

3.6 Binding Arbitration: Any dispute that cannot be resolved through the above Platform process shall be resolved through final and binding arbitration. By using the Platform, you agree that any claim, controversy, or dispute arising out of or relating to these Terms, the Platform, or any project or transaction through the Platform (including disputes between Client and Developer, or between either party and Starving Devs) will be settled by binding arbitration in the United States, rather than in court, except for matters that may be taken to small claims court. This arbitration will be conducted in the English language and, unless otherwise agreed by all parties, under the rules of the American Arbitration Association (AAA) applicable to consumer/commercial disputes or another reputable arbitration provider selected by Starving Devs. The Federal Arbitration Act (9 U.S.C. §§ 1-16) will govern the interpretation and enforcement of this agreement to arbitrate.

3.7 Arbitration Procedure: The party wishing to initiate arbitration must provide written notice to the other party (and to Starving Devs if Starving Devs is involved) of the dispute, a brief description of the claim, and the relief sought. The arbitration shall be conducted by a single neutral arbitrator. If the parties cannot agree on an arbitrator, the AAA (or the designated provider) will appoint one. The arbitrator's decision will be confidential, final, and binding, and may be entered as a judgment in any court of competent jurisdiction. Each party is responsible for its own arbitration costs and split the arbitrator's fees, except that Starving Devs will pay any filing or administrative fees that are required by the arbitration rules or law to ensure the enforceability of this arbitration agreement (for example, if the arbitration provider's rules require Starving Devs to pay certain fees in consumer disputes).

3.8 Class Action Waiver: All disputes must be pursued on an individual basis. You and Starving Devs agree that any arbitration (or, if ever permitted, court proceeding) will be conducted only on an individual basis and not in a class, consolidated, or representative action. You waive any right to bring a class or collective action, and the arbitrator shall have no authority to combine or aggregate similar claims or to issue any class-wide award. If this class action waiver is found to be unlawful or unenforceable as to a particular claim, and if that issue is not severable, then that

specific claim (and only that claim) will proceed in court and not in arbitration, but the class action waiver will still apply to all other claims.

3.9 Opt-Out Right: You have the right to opt out of the binding arbitration and class action waiver provisions within 30 days of first accepting these Terms by notifying Starving Devs in writing at legal@starvingdevs.com with the subject line "Arbitration Opt-Out." Your opt-out must include your name, address, and a clear statement that you do not agree to arbitration. Opting out of arbitration will not affect any other provisions of these Terms.

4. Intellectual Property Rights

4.1 Ownership of Work Product (Client Deliverables): All final code, software, documentation, or other work product delivered by a Developer and paid for by a Client ("Work Product") becomes the exclusive property of the Client upon full payment. This means that when a Developer has been paid in full (in Tokens that are successfully converted to the Developer's balance as a result of project completion and acceptance), the Developer irrevocably assigns to the Client all rights, title, and interest in and to the Work Product. The Client will own all intellectual property rights (including copyright, patent rights, trade secret rights, and other proprietary rights) in the Work Product. The Developer agrees to cooperate with the Client as needed to effectuate or record such transfer of IP rights (for example, by signing any necessary assignments or documents).

4.2 Developer's IP Warranty: The Developer represents and warrants that the Work Product they deliver is original or that they have all necessary rights and licenses to use any third-party components (including open source libraries or other code) in the Work Product. The Developer further warrants that the Work Product does not infringe any third-party intellectual property rights. No third-party code or content that is not openly licensed or provided by the Client should be included in the Work Product unless the Developer has obtained the appropriate permissions and such materials are fully sublicensable or transferable to the Client as part of the Work Product. If the Work Product includes any pre-existing background technology of the Developer (i.e. code or tools developed by the Developer outside of the project), the Developer agrees that upon full payment, the Client is granted a perpetual, exclusive, fully-paid and royalty-free license to use and modify that background technology as part of the Work Product. (This ensures the Client can use the delivered project without restriction, even if it contains elements the Developer created beforehand.)

4.3 Waiver of Moral Rights: Where applicable by law, the Developer waives any "moral rights" in the Work Product. This means the Developer will not demand attribution or claim the right to prevent modifications of the code by the Client after transfer.

4.4 License to Starving Devs: By using the Platform and by creating or exchanging any content or Work Product on the Platform, users grant Starving Devs a broad license to use that material for the operation and promotion of the Platform. Specifically, Starving Devs retains a non-exclusive, worldwide, royalty-free, perpetual, irrevocable license (with the right to

sublicense) to use, host, store, reproduce, modify, create derivative works of, display, distribute, or disclose any code, communications, feedback, or content developed, shared, or transmitted on the Platform. This license is solely for the purposes of enabling Starving Devs to provide and improve its services, to monitor for compliance with these Terms, to facilitate dispute resolution, and to showcase or promote the Platform (for example, using snippets of projects as examples or testimonials, with appropriate anonymization if needed). Nothing in this license provision allows Starving Devs to sell a Client's proprietary Work Product to a competitor or to publicly publish a Client's code without permission. It is mainly meant to allow Starving Devs to operate the Platform (e.g., making backup copies, transmitting files), ensure compliance, and improve our services. Both Clients and Developers acknowledge that this Platform license does not affect the exclusive ownership of the Work Product by the Client and is not intended to diminish the Client's rights.

4.5 Developer Portfolio Rights: Notwithstanding the above, a Developer may retain the right to display portions of the Work Product in their personal portfolio or resume only if the Client gives explicit written permission (some Clients may allow a Developer to showcase a snippet or screenshot of non-confidential parts of a project for personal promotion; otherwise, the Developer has no right to use the paid-for Work Product for any purpose). Clients and Developers are free to negotiate separate terms in writing regarding attribution or portfolio use, but in the absence of such agreement, the default is full transfer to Client and no showcase without permission.

4.6 Starving Devs Intellectual Property: All rights in the Platform itself (including the website, software, logos, trademarks, content provided by Starving Devs, etc.) are and remain the property of Starving Devs Inc. or its licensors. Subject to your compliance with these Terms, Starving Devs grants you a limited, revocable, non-exclusive, non-transferable license to use the Platform for the purposes outlined in these Terms. You may not copy, distribute, modify, or create derivative works of our proprietary materials without our prior written consent. "Starving Devs" and our logos are our trademarks; you may not use them in any manner without our permission.

5. User Conduct and Content Standards

5.1 Professional Behavior: You agree to conduct yourself in a professional and respectful manner in all interactions on the Platform. This means communicating politely, meeting agreed deadlines as best as possible, and treating others (Clients, Developers, and staff) with courtesy. Developers should deliver quality work as promised, and Clients should provide clear requirements and timely feedback.

5.2 Prohibited Content and Activities: You must not use the Platform to engage in any harassment, discrimination, or illegal activities. This includes, but is not limited to:

- Hate Speech or Harassment: No racism, sexism, homophobia, transphobia, religious bigotry, or personal attacks. You may not harass, bully, or threaten other users.

- Pornography or Sexual Content: Do not request or share pornographic material or solicit sexual services. (Non-adult, professional discussions of design/animation/code that involve such content in a legitimate way must still be approached cautiously and appropriately.)

- Inappropriate or Illegal Requests: Clients may not solicit work that is illegal (e.g., creating malware, hacking, fraud), unethical (e.g., academic cheating, plagiarism work), or that violates third-party rights (e.g., asking a Developer to copy proprietary code from another source). Developers must not offer or agree to perform such prohibited work.

- Spam and Advertising: Do not use the Platform to send spam, unsolicited advertising, or irrelevant promotions. You should not advertise services outside of Starving Devs or recruit our users to other platforms while using our chat.

- Circumvention: As noted, you cannot circumvent our system to avoid fees or payment through the Platform. Similarly, do not share contact information (email, phone, etc.) for the purpose of completing projects off-platform before a contract is in place on the Platform.

- Impersonation and False Info: Do not impersonate any person or entity, or falsely state or misrepresent yourself (for example, Developers should accurately describe skills and Clients should not misrepresent the nature of a project).

- Malicious Code: Do not upload or transmit any viruses, malware, or malicious code. Deliberately harming another user's system or data is strictly forbidden.

- Privacy Violations: Do not post personal data of others (e.g., sharing someone's real name, address, or sensitive info in chat) without consent. Respect confidentiality of project details.

Starving Devs may, at its discretion, remove or edit any content that violates these standards and may warn, suspend, or terminate accounts for such conduct (see Section 7 on Termination).

5.3 Platform Content Ownership and Monitoring: All communications and content on the Platform are considered property of Starving Devs. You acknowledge that you have no expectation of privacy in chats or files exchanged on the Platform (except as otherwise stated in our Privacy Policy regarding how we handle your personal data). Starving Devs reserves the right to monitor, access, review, and delete any messages, files, or content exchanged via the Platform to enforce these Terms or comply with law. For example, if we suspect fraud or a violation of these rules, we may review chat logs or file transfers. By using the Platform, you give us consent to do so. Starving Devs also reserves the right to record or archive

communications for quality and training purposes, or for use in dispute resolution. All such Platform content (messages, files, deliverables until transferred, etc.) may be used by Starving Devs to improve our services or for legal purposes in enforcing our rights.

5.4 No Endorsement: Starving Devs does not endorse any particular user (Client or Developer) or any content posted by users. While we may vet Developers for minimum qualifications, we do not guarantee their work beyond what is stated in these Terms. You are responsible for vetting and selecting the people you work with. Any opinions or statements expressed by users are their own and do not reflect those of Starving Devs.

5.5 Content License from Users: Aside from Work Product which is governed by Section 4, any content that users post on public areas of the Platform (such as profile information, feedback/reviews, or posts in any community forums) is licensed to Starving Devs under the same broad license of Section 4.4. We may use or display such user-generated content (for example, using a positive review in marketing materials), in accordance with our Privacy Policy. If you submit feedback or suggestions to Starving Devs, we may use and share them for any purpose without any obligation to you.

6. Disclaimers of Warranty; Limitations of Liability

6.1 "As-Is" Service Disclaimer: Starving Devs provides the Platform and all services on an "as is" and "as available" basis, without any warranties or guarantees of any kind. To the fullest extent permitted by law, we disclaim all warranties, express or implied, including but not limited to implied warranties of merchantability, fitness for a particular purpose, title, non-infringement, and any warranties arising out of course of dealing or usage of trade. We do not warrant that: (a) the Platform will be secure or available at any particular time or location, (b) any defects or errors will be corrected, (c) the Platform will be free of viruses or harmful components, or (d) the results of using the Platform (or any services obtained through it) will meet your expectations or requirements. Use of the Platform is at your own risk.

6.2 No Guarantee of Outcomes: Starving Devs makes no promises or guarantees about the quality, completeness, or reliability of any code or work product delivered by Developers, or the ability of any Client to pay for services. Clients and Developers operate as independent parties and are solely responsible for the success of their project collaboration. Starving Devs does not warrant that any project will be completed to any particular standard or within a certain timeframe. While we do vet Developers for baseline qualifications, we do not supervise or control their work beyond providing the tools and platform. Any issues with code quality or project outcomes are to be resolved between Client and Developer (subject to the dispute resolution process in Section 3). We cannot and do not guarantee that a Developer's work will function as intended or be error-free. Clients should review deliverables and test code thoroughly; Developers should perform quality assurance – both parties agree to proceed with due diligence.

6.3 No Liability for User Conduct: Starving Devs is not responsible for the conduct or content of users. We are not liable for any harm caused by another user's action or inaction, whether it be misuse of code, breach of contract, offensive behavior, or fraud. Although we strive to foster a safe environment (and will take action against bad actors when we are aware), any legal claim arising from actions of a Client or Developer must be brought against that particular party, not Starving Devs.

6.4 Token and Data Losses: While we aim to maintain accurate accounting of Token balances and secure storage of data, Starving Devs is not liable for lost Tokens or data except as result of our gross negligence. For example, if you accidentally delete your account or lose access, or if you mistakenly send Tokens to the wrong project, we will try to help but cannot guarantee recovery of Tokens or files. Likewise, technical issues such as software bugs, database failures, or cyberattacks could theoretically lead to data loss or Token loss. You should keep backups of any important files or code exchanged (independently of the Platform) and not rely on the Platform as the sole storage. In the unlikely event that Tokens are lost or misallocated due to a system error on our end, we will investigate and may restore the Tokens if possible, but our liability will be limited as described in this section.

6.5 Support and Maintenance: We will try to provide timely support via our support channels (email or internal messaging) for any technical issues or user questions. However, we do not guarantee any specific response time or resolution time. The Platform may occasionally be down for maintenance or experience interruptions. We will attempt to schedule maintenance during low-usage times and to communicate any major downtime in advance, but we are not liable for any losses (e.g., inability to communicate or work) due to Platform downtime.

6.6 Limitation of Liability: To the maximum extent permitted by law, in no event will Starving Devs or its affiliates, officers, employees, or agents be liable for any indirect, incidental, consequential, special, exemplary, or punitive damages, or any loss of profits, revenue, business, data, goodwill, or use, arising out of or related to your use of the Platform, these Terms, or any project conducted through the Platform. This limitation applies whether the claim is based on warranty, contract, tort (including negligence), strict liability, or any other legal theory, even if Starving Devs has been advised of the possibility of such damages. **In all cases, Starving Devs' total cumulative liability to you for any claims arising out of or related to these Terms or the Platform is limited to the greater of (a) the total amount of fees you paid to Starving Devs in the six (6) months prior to the event giving rise to the liability, and (b) US $100. This means if you have not paid any fees or if your claims exceed that amount, that is the maximum we would be responsible for.

6.7 Exceptions: Some jurisdictions do not allow the exclusion of certain warranties or the limitation or exclusion of liability for incidental or consequential damages. To the extent that laws of a jurisdiction that apply to you do not allow any particular exclusion or limitation in this Section 6, such exclusion or limitation will not apply to you. However, in such cases, the remainder of this Section 6 shall remain in effect to the fullest extent permitted by law.

6.8 Indemnification: You agree to indemnify, defend, and hold harmless Starving Devs Inc. and its affiliates, officers, directors, employees, and agents from and against any and all claims, liabilities, damages, losses, and expenses (including reasonable attorneys' fees) that arise out of or relate to: (a) your use of the Platform or services, (b) your violation of these Terms or of any law or regulation, or (c) your infringement of any third-party right, including intellectual property or privacy rights, in the course of using the Platform. For example, if you are a Client and you ask a Developer to use code you don't have the rights to and the true owner makes a claim against Starving Devs, or if you are a Developer who uses unlicensed software and causes a dispute, you would be responsible for the consequences. Starving Devs reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you (in which case you agree to cooperate with our defense of that claim). This indemnity obligation survives termination of your account or these Terms.

6.9 Release: You release Starving Devs from any claim or liability related to: (i) the conduct of other users (Clients or Developers), (ii) any user's breach of contract or dispute with another user, and (iii) any destruction or loss of your content or information. If you have a dispute with one or more users, you release us (and our officers, directors, agents, subsidiaries, and employees) from claims, demands, and damages of every kind and nature, known and unknown, arising out of or in any way connected with such disputes. (If you are a California resident, you hereby waive California Civil Code §1542, which says: "A general release does not extend to claims which the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known, would have materially affected his or her settlement with the debtor or released party.")

7. Modifications to Terms; Suspension and Termination

7.1 Modification of Terms: Starving Devs may modify or update these Terms of Service from time to time. When we do, we will provide notice to users by a prominent announcement, such as a pop-up notice or banner on our website or Platform dashboard, and/or by email or internal message. We will also update the "Effective Date" at the top of the Terms. It is your responsibility to review any revised Terms. The updated Terms will be effective as of the date posted, or a later date if specified in the notice. By continuing to use the Platform after any changes to the Terms take effect, you indicate your acceptance of the updated Terms. If you do not agree to the revised Terms, you must stop using the Platform and may contact us to close your account.

7.2 Platform Changes: Starving Devs reserves the right to change, suspend, or discontinue any aspect of the Platform at any time, including introducing new features, imposing limits on certain features, or discontinuing certain features. We will attempt to give users advance notice of any material changes to the Platform's functionality. We are not liable if any such changes affect your ability to use the Platform or complete projects (but if a discontinuation of service occurs, we will endeavor to allow ongoing projects to be completed or provide refunds where appropriate).

7.3 Termination by Starving Devs: We may, in our sole discretion, suspend or terminate your account or access to the Platform at any time, for any reason or no reason, with or without notice. Common reasons for termination include: violation of these Terms or any other policy, engaging in fraudulent or illegal activities, misuse of the Platform (such as attempting to circumvent fees or abusing other users), or if you negatively impact other users' experiences or Starving Devs' operations. We may also terminate accounts that have been inactive for an extended period or during a general Platform shutdown. If your account is terminated or suspended, you will no longer have access to your account or content, except as may be arranged by Starving Devs (we may allow you to retrieve your stored files or data upon request, at our discretion, unless the termination was for serious misuse or illegal conduct).

7.4 Termination by You: You may terminate your own account at any time by following the account deletion process in your account settings or by contacting our support. Termination of your account will not relieve you of any obligations incurred before the termination (such as completing a project in progress or paying any outstanding fees). If you have any Token balance remaining as a Client at the time of termination, contact us – we may, at our discretion, permit a refund of unused Tokens (minus processing fees) if legally permissible. If you are a Developer with a pending balance, we will handle payouts per Section 2, even if your account is closed, provided you were not terminated for cause that would result in forfeiture (e.g., fraud).

7.5 Effect of Termination: Upon termination of your account for any reason, you lose access to the Platform features, including your profile and communications. However, any provisions of these Terms that by their nature should survive termination will survive. This includes, without limitation, provisions related to intellectual property rights (Sections 4.4, 5.3, etc.), disclaimers of warranty (Section 6.1–6.3), limitation of liability (Section 6.6), indemnification (Section 6.8), dispute resolution and arbitration (Section 3.6–3.9), and general provisions (Section 9). If your account was terminated due to a breach of these Terms, Starving Devs may refuse to allow you to register again in the future or may impose additional restrictions or conditions before rejoining.

7.6 Appeals: If you believe your account was suspended or terminated in error, you may contact Starving Devs support to request a review. We are not obligated to restore accounts terminated for cause, but we will consider your request in good faith and provide an explanation of our decision.

8. Privacy and Data Use

8.1 Privacy Policy: Your privacy is important to us. Please review our Privacy Policy (available here or on our website) which explains how Starving Devs collects, uses, stores, and protects your personal information. By using the Platform, you consent to the data practices described in our Privacy Policy. These Terms incorporate the Privacy Policy by reference. If you do not agree with our Privacy Policy, do not use the Platform.

8.2 Data Collection: Starving Devs will collect certain data from you as needed to operate the Platform and provide services. This includes information you provide (like profile details, project descriptions, messages, files) and technical information (like IP addresses, device info, cookies) as detailed in the Privacy Policy. We use this data to facilitate connections between Clients and Developers, enable payments, improve our services (for example, by analyzing usage patterns), and for security (fraud prevention, identity verification) and customer support.

8.3 Data Usage and Sharing: Generally, we use your data internally to operate the Platform. We may share some data with third-party service providers who help us run the business (for example, we share necessary information with Stripe to process payments, or with identity verification services to confirm IDs). We might also share information if required by law or to comply with legal process (such as responding to a subpoena or court order), or to protect our rights and the safety of others (for instance, sharing information with law enforcement if someone is suspected of fraud or a threat). We will not sell your personal information to third parties for their own marketing without your consent.

8.4 Communication and Notifications: We may send you service-related communications (such as project updates, security alerts, or notices about changes to these Terms or our policies) via email, Platform notifications, or even direct message (if you join an official Starving Devs Discord community and link your account, we may use Discord direct messages for certain notices as a supplementary channel). You agree that sending a notice to the email associated with your account or via an in-app notification or Discord (if applicable) counts as effective notice to you. It is your responsibility to keep your contact information (especially email) up-to-date and to regularly check for communications from us.

8.5 Security: Starving Devs implements commercially reasonable security measures to protect user data and communications. This may include encryption of data in transit, secure hosting environment, and regular security audits. However, no platform is 100% secure. We do not guarantee that unauthorized third parties will never be able to defeat our security measures. You acknowledge that any data you provide could potentially be at risk in the event of a breach. We are not liable for unauthorized access or hacking of the Platform, provided we have followed reasonable security practices. In the event of a data breach that affects your personal information, we will notify you as required by applicable law.

8.6 Data Retention: We retain user data as long as necessary for the purposes outlined in the Privacy Policy and as needed to comply with legal obligations or resolve disputes. Even if you delete your account, we may retain certain information (e.g. transaction records, messages related to closed disputes, audit logs) for record-keeping and legal compliance. All retained data remains subject to the Privacy Policy and these Terms.

8.7 California Privacy Rights: (If applicable) If you are a California resident, you may have certain rights under the California Consumer Privacy Act (CCPA) or other state laws, including the right to know what personal information we collect, the right to request deletion of your personal info, and the right to opt-out of the sale of personal info. Our Privacy Policy provides details on how you can exercise those rights and contact us with questions about your data.

9. Governing Law and General Provisions

9.1 Governing Law: These Terms and any dispute arising out of or related to these Terms or the use of the Platform will be governed by the laws of the United States and the laws of the State of California, without regard to its conflict of law principles, except that the Federal Arbitration Act governs all provisions relating to arbitration. We choose Californialaw because that is where Starving Devs is headquartered. If you reside outside the U.S., you acknowledge that you are using a U.S.-based service and U.S. law will apply to any disputes (to the extent not overridden by international consumer protection laws).

9.2 Jurisdiction and Venue: Subject to the arbitration requirement in Section 3, if any legal action does proceed in court (for instance, if the arbitration agreement is found unenforceable or with respect to post-arbitration enforcement or injunctive relief), such action shall be brought in the state or federal courts of competent jurisdiction located in Los Angeles County, California. You and Starving Devs consent to the personal jurisdiction of such courts.

9.3 Entire Agreement: These Terms of Service, together with any policies or guidelines referenced herein or posted on the Platform (including the Privacy Policy, and any platform rules or instructions), constitute the entire agreement between you and Starving Devs regarding the use of the Platform and supersede any prior agreements or understandings (whether oral or written) about the same subject matter. Any additional or different terms (including those on a purchase order or in correspondence) are void unless agreed to in writing by an authorized representative of Starving Devs.

9.4 Severability: If any provision of these Terms is held to be invalid, illegal, or unenforceable by a court or arbitrator of competent jurisdiction, that provision shall be enforced to the maximum extent permissible, and the remaining provisions of these Terms will remain in full force and effect. The invalid or unenforceable provision will be deemed modified so that it is valid and enforceable to the fullest extent permitted by law, or if it cannot be so modified, it will be severed from the Terms without affecting the rest of the Terms.

9.5 Waiver: No waiver by Starving Devs of any term or condition set forth in these Terms shall be deemed a further or continuing waiver of such term or any other term. Likewise, any failure of Starving Devs to assert a right or provision under these Terms does not constitute a waiver of that right or provision. In other words, if we do not enforce a part of these Terms in some instance, it does not waive our right to enforce it later or in other instances.

9.6 Assignment: You may not assign or transfer any of your rights or obligations under these Terms without our prior written consent. Any attempt by you to assign without consent will be null and void. Starving Devs may freely assign or transfer these Terms (for example, in the event of a merger, acquisition, sale of assets, or by operation of law) without notice to you. These Terms will bind and inure to the benefit of the parties, their successors, and permitted assigns.

9.7 Relationship of Parties: Both Clients and Developers are independent contractors of each other and of Starving Devs. Nothing in these Terms shall be construed to create a partnership,

joint venture, agency, franchisor-franchisee, or employer-employee relationship between you and Starving Devs, or between any Client and Developer outside of their independent contract. You do not have any authority to bind Starving Devs in any respect.

9.8 Notices: Starving Devs may provide notices to you under these Terms by: (a) sending a message to the email address associated with your account, (b) sending you a direct message on Discord (if you have linked a Discord account or provided it for contact), or (c) by posting announcements via the Platform's internal messaging or notification system. You consent to receive electronic communications from Starving Devs for all purposes. It is your responsibility to ensure that we have your current email address and (if applicable) your current Discord contact. Notice will be deemed given 24 hours after the email is sent or message posted, unless we receive notice that the email was not delivered. Starving Devs' official contact for notices is: legal@starvingdevs.com. You must send any legal notices to us at that email or address via certified mail or recognized courier, with a copy via email for expediency.

9.9 Force Majeure: Starving Devs will not be liable for any delay or failure to perform its obligations (other than payment obligations) under these Terms if such delay or failure results from events or circumstances outside our reasonable control, including but not limited to acts of God, natural disasters, war, terrorism, riots, embargoes, labor strikes, internet outages, or utility failures. In such cases, we will make reasonable efforts to resume service as soon as practicable.

9.10 No Third-Party Beneficiaries: Except as expressly provided in these Terms, no third party is intended to benefit from these Terms. No agency or fiduciary relationship is created by these Terms except as described in the escrow arrangement (where Starving Devs acts as a limited agent for the purpose of holding and releasing funds as directed by the Terms).

9.11 Headings and Interpretation: Section headings in these Terms are for convenience only and have no legal or contractual effect. Words like "including" shall be read as "including without limitation". These Terms will not be interpreted against the drafter (each party had an opportunity to review).

9.12 Contact Information: If you have any questions, concerns, or disputes about these Terms or the Platform, you can contact Starving Devs at:

Email: legal@starvingdevs.com (or appropriate contact)

By using the Starving Devs Platform, you acknowledge that you have read, understood, and agree to these Terms of Service. If you do not agree, you must discontinue use of the Platform immediately. Thank you for being a part of Starving Devs, and we look forward to helping you connect and collaborate in a safe and professional environment.