MINUTE TERMS OF SERVICE

Effective Date: 10/01/2026

These Terms of Service ("Terms") govern your access to and use of the Minute platform, website, mobile application, and related services (collectively, the "Platform").

Minute is operated by Minute LLC, an Indiana business ("Minute," "we," "us," or "our").

By creating an account, accessing the Platform, submitting a request, accepting a request, participating in a call, or otherwise using the Platform, you agree to these Terms and our Privacy Policy.
If you do not agree to these Terms, do not use the Platform.

• • WHAT MINUTE IS

Minute is a tech platform that facilitates paid requests and connections between users.

Minute provides the technology used to submit requests, process requests, facilitate connections, and facilitate payment processing through third-party payment providers.

Minute is not the provider of the services, information, opinions, advice, content, or communications exchanged between users.
Users are independent participants using the Platform. Minute does not employ, supervise, control, endorse, or guarantee any user.
Minute is not responsible for the statements, conduct, opinions, advice, representations, promises, services, products, or other actions of users, except to the extent responsibility cannot lawfully be excluded.

• • ELIGIBILITY

You must be at least 18 years old and legally capable of entering into these Terms unless Minute expressly permits otherwise in accordance with applicable law.
You may not use the Platform if you are prohibited from doing so under applicable law.

You are responsible for ensuring that your use of the Platform complies with all laws applicable to you.

• • YOUR ACCOUNT

You may be required to create an account to use certain Platform features.

You agree to: provide accurate and current information; maintain the security of your account; keep your login credentials confidential; promptly update inaccurate information; and notify Minute if you believe your account has been accessed without authorization.
You are responsible for activity occurring through your account unless caused by Minute's failure to use reasonable security measures.

You may not create an account using another person's identity or impersonate another person.

• • REQUESTS AND USER VERIFICATION

Minute allows a user ("Requester") to submit a paid request to another user ("Caller").

You are solely responsible for determining that the person you are requesting is the person you intend to contact.

Before submitting a request, you should conduct whatever due diligence you consider appropriate, including reviewing available profile information and other publicly available social-media or online accounts.

Minute does not guarantee that a user's identity is accurate.

Minute is not responsible for impersonation, fraudulent or misleading profiles, mistaken identity, a Requester selecting the wrong account, a Requester failing to verify a user's identity, or losses resulting from a Requester submitting a request to an unintended person.

- - REQUEST ACCEPTANCE AND 24-HOUR EXPIRATION

When a Requester submits a paid request, the payment is initially authorized through Square rather than immediately captured.
The request remains pending until the Caller accepts the request or the applicable 24-hour request period expires.

If the Caller accepts the request within the applicable period, the payment may be captured in accordance with Section 7.
If the Caller does not accept within the applicable 24-hour period, the request expires.

When a request expires without acceptance, the authorized payment is canceled through Square and is not captured as a completed transaction.

Because an expired request is canceled before capture, it is not a refund of a completed payment.

The time it takes for a canceled authorization to disappear from a user's bank or card statement may depend on the user's financial institution and is outside Minute's control.

- - PAYMENT AUTHORIZATION

Minute uses Square or other third-party payment providers to facilitate payment processing.

When a Requester submits a paid request, the payment may be placed into an authorized or pending status rather than immediately becoming a completed charge.
Minute does not take custody of or hold users' payment funds in a Minute-controlled account.

Square processes the payment authorization and provides the payment-processing infrastructure used by the Platform.
Minute's software may instruct Square to capture or cancel an authorized payment in accordance with these Terms and the applicable transaction status.

- - CAPTURE OF PAYMENT AFTER SUCCESSFUL CONNECTION

If a Caller accepts a request and the users successfully connect through the Platform, the payment will generally be captured approximately 5 seconds after a successful connection, subject to technical conditions and the operation of the applicable payment-processing systems.
Once the payment is captured, the transaction is considered completed.

The payment does not remain authorized for the full four-minute call before capture.

The four-minute requirement described below is a Platform participation recommendation and does not delay payment capture.

Participant Camera, Microphone, and Identity

Minute provides the platform through which users may request and participate in live four-minute calls. Minute does not control, require, or guarantee how another user chooses to participate once a call is connected.

A requested user may answer a call without enabling their camera, without enabling their microphone, or without showing their face. A user may also choose to participate without verbally communicating or without otherwise presenting themselves in the manner expected by the requesting user.

Minute is not responsible for a participant's decision not to activate their camera or microphone, not to show their face, or otherwise not to participate as expected after answering a call. Such circumstances do not constitute a failure of the Minute platform and do not entitle the requesting user to a refund, reimbursement, cancellation, or partial refund.

Users are responsible for understanding that requesting a call through Minute does not guarantee that the requested person will show their face, use their camera or microphone, or participate in any particular manner during the call.

Minute is a platform that facilitates the connection between users and is not responsible for the conduct, choices, representations, or participation of either user during a call.

- FOUR-MINUTE CALL REQUIREMENT

Minute's standard paid calls are intended to provide a minimum four-minute call experience. Users agree to meaningfully participate in the call for the applicable four-minute period.
The four-minute requirement does not mean that payment remains pending for four minutes.

Payment may be captured approximately 5 seconds after successful connection as described above.

Users understand abusing the system may lead to account termination.

- EARLY TERMINATION AND NO PRORATING

If either participant voluntarily ends a call before four minutes have elapsed, the transaction remains completed once it has been captured.

Minute does not prorate, partially refund, or automatically reverse the payment because a participant ends a call early.

For example, if a participant ends a call after one minute, the payment is not reduced based on the amount of time used.
Users should participate in a call only when they are willing and able to comply with the applicable four-minute requirement.

Repeatedly accepting paid calls and intentionally failing to meaningfully participate may result in account restrictions, suspension, or termination.

No refunds or partial refunds will be provided because a participant does not activate their camera or microphone, show their face, speak, or otherwise participate as expected after the call has successfully connected.

- NO REFUNDS FOR COMPLETED TRANSACTIONS

Except where required by applicable law, Minute does not provide refunds for transactions that have already been captured and completed.
This includes circumstances where a participant ends the call early, a participant disconnects voluntarily, a participant does not remain on the call for the entire four minutes, a participant changes their mind after the payment is captured, or a participant is dissatisfied with another user's statements, opinions, conduct, or communications.
This no-refund policy does not eliminate rights that cannot legally be waived.

- PAYMENT CANCELLATION FOR EXPIRED REQUESTS

An authorized payment associated with a request that expires before acceptance may be canceled rather than captured.

Minute intends to configure applicable requests for a 24-hour expiration period.

However, payment-processing timing may be affected by Square, card networks, banks, financial institutions, technical issues, or circumstances outside Minute's control.
Minute does not guarantee the exact time at which a pending authorization will disappear from a user's bank or card statement.

- PLATFORM FEE

Minute charges a 40% platform fee on transactions processed through the Platform.

The applicable transaction amount and fee will be disclosed through the Platform where required.

The platform fee compensates Minute for providing and maintaining the technology platform, facilitating requests and connections, and providing related platform services.
The platform fee does not mean that Minute is the provider of the underlying service exchanged between users.

- PAYMENT PROCESSOR

Payments are processed through third-party payment providers, including Square.

Payment processing is subject to the applicable payment provider's terms, policies, rules, and technical requirements.

Square may independently determine whether a payment is approved, declined, delayed, canceled, completed, or otherwise restricted.
Minute is not responsible for a payment provider's independent decisions or for delays caused by a bank, card issuer, payment network, or payment processor.

- PAYMENT AND TAX RECORDS

Users are responsible for maintaining their own financial and transaction records.

Payment-processing records provided by Square or another payment provider may be available through the applicable payment account or transaction history.
Callers are solely responsible for determining and reporting any income received through the Platform and for satisfying their own tax obligations.

Minute does not provide tax, accounting, or legal advice.

Use of Minute does not create an employment relationship between Minute and any Caller or Requester.

- INDEPENDENT USERS

Users participate on the Platform as independent individuals or businesses.

Nothing in these Terms creates or establishes an employment relationship, partnership, joint venture, agency relationship, franchise relationship, or fiduciary relationship between Minute and any user.
Users do not have authority to bind Minute or make representations on Minute's behalf.

- USER CONDUCT

You agree not to use the Platform to violate any law or regulation; impersonate another person; engage in fraud or deception; harass, threaten, stalk, or abuse another person; transmit malicious software; interfere with the Platform; attempt to gain unauthorized access to another account; circumvent Platform fees or payment systems; manipulate transactions; intentionally abuse the request or call system; engage in unlawful activity; or engage in conduct that creates unreasonable risk to other users or Minute.

Minute may investigate suspected violations and take appropriate action.

- USER CONDUCT DURING CALLS

Users are responsible for their own statements and conduct during calls.

Minute does not endorse or guarantee the accuracy, legality, quality, safety, or appropriateness of statements or conduct occurring during user-to-user communications.
To the fullest extent permitted by law, Minute is not responsible for statements, opinions, advice, promises, representations, personal interactions, misconduct, unlawful conduct, offensive content, deceptive conduct, or other actions of users.

- NO PROFESSIONAL ADVICE FROM MINUTE

Minute does not provide legal, medical, financial, investment, tax, mental-health, professional, or other specialized advice merely because such subjects may be discussed between users.

Any information provided by a user is provided by that user and should not be treated as information provided, reviewed, or endorsed by Minute.
Users are responsible for independently evaluating information received through the Platform.

- USER CONTENT

You retain ownership of content you submit to the Platform, subject to the rights necessary for Minute to operate the Platform.

By submitting content, you grant Minute a non-exclusive, worldwide, royalty-free license to host, store, reproduce, transmit, display, and otherwise process that content as reasonably necessary to provide and operate the Platform.
You represent that you have the rights necessary to submit the content and grant these rights. Minute may remove content that violates these Terms, applicable law, or the rights of others.

- CALL RECORDING AND COMMUNICATION DATA

Minute does not represent that every call will be recorded.

If Minute introduces call-recording functionality, applicable recording practices and disclosures will be provided in accordance with applicable law.
Users are responsible for complying with applicable laws governing the recording or sharing of communications, including laws that may require consent from one or more participants.

- PRIVACY

Minute's collection, use, storage, and disclosure of personal information is described in the Minute Privacy Policy. By using the Platform, you acknowledge that you have reviewed the Privacy Policy.

- THIRD-PARTY SERVICES

The Platform may depend on third-party services, including payment processors, hosting providers, authentication providers, communication/video providers, analytics providers, and other technology providers.
Third-party services may have their own terms and privacy policies.

Minute does not control third-party services and is not responsible for their independent actions, availability, security, policies, or practices, except as required by applicable law.

- ACCOUNT SUSPENSION OR TERMINATION

Minute may suspend, restrict, or terminate an account if we reasonably believe that a user violated these Terms, engaged in fraud, abused the Platform, repeatedly failed to meaningfully participate in paid calls, interfered with Platform operations, created a security or safety risk, violated applicable law, or otherwise misused the Platform.
Termination does not eliminate obligations that arose before termination.

- INTELLECTUAL PROPERTY

The Platform, including its software, design, branding, logos, graphics, interfaces, and original content, is owned by or licensed to Minute and protected by applicable intellectual-property laws.

Except as expressly permitted, you may not copy, modify, distribute, sell, reverse engineer, reproduce, or exploit the Platform or its proprietary components.

- DISCLAIMER OF WARRANTIES

TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE PLATFORM IS PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS.

MINUTE DOES NOT GUARANTEE THAT THE PLATFORM WILL ALWAYS BE AVAILABLE; CALLS WILL ALWAYS CONNECT; USERS WILL ACCEPT REQUESTS; USERS WILL BE AVAILABLE; PAYMENTS WILL ALWAYS PROCESS SUCCESSFULLY; THE PLATFORM WILL BE ERROR-FREE; INFORMATION PROVIDED BY USERS WILL BE ACCURATE; OR THE PLATFORM WILL MEET EVERY USER'S EXPECTATIONS.
NOTHING IN THESE TERMS EXCLUDES A WARRANTY OR RIGHT THAT CANNOT LAWFULLY BE EXCLUDED.

- LIMITATION OF LIABILITY

TO THE MAXIMUM EXTENT PERMITTED BY LAW, MINUTE AND ITS OWNERS, OFFICERS, DIRECTORS, EMPLOYEES, CONTRACTORS, AFFILIATES, AND SERVICE PROVIDERS WILL NOT BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES ARISING FROM OR RELATED TO YOUR USE OF THE PLATFORM.
TO THE MAXIMUM EXTENT PERMITTED BY LAW, MINUTE WILL NOT BE RESPONSIBLE FOR LOSSES ARISING FROM THE ACTS, STATEMENTS, CONDUCT, REPRESENTATIONS, PROMISES, OR MISCONDUCT OF ANOTHER USER.
TO THE MAXIMUM EXTENT PERMITTED BY LAW, MINUTE'S TOTAL LIABILITY ARISING FROM YOUR USE OF THE PLATFORM WILL NOT EXCEED THE GREATER OF: (1) THE AMOUNT YOU PAID TO MINUTE DURING THE SIX MONTHS BEFORE THE EVENT GIVING RISE TO THE CLAIM; OR (2) $100.
Nothing in this Section limits liability that cannot legally be limited or excluded.

- INDEMNIFICATION

To the maximum extent permitted by law, you agree to defend, indemnify, and hold harmless Minute and its owners, officers, directors, employees, contractors, affiliates, and service providers from claims, liabilities, damages, losses, costs, and expenses arising from your violation of these Terms; your unlawful conduct; your misuse of the Platform;

your content; your interactions with other users; or your violation of another person's rights.

- DISPUTE RESOLUTION

  - Informal Resolution

Before initiating arbitration or another legal proceeding, you agree to first provide Minute with written notice describing the dispute and allow a reasonable opportunity to resolve it informally.

  - Individual Binding Arbitration

Except where prohibited by applicable law, disputes between you and Minute arising out of or relating to these Terms or the Platform will be resolved through individual binding arbitration rather than in court.

  - No Class Actions

To the maximum extent permitted by law, disputes may be brought only on an individual basis. You agree that you will not participate as a class representative, class member, private attorney general, representative plaintiff, or participant in a collective, consolidated, or representative action against Minute.

  - Jury Trial Waiver

TO THE MAXIMUM EXTENT PERMITTED BY LAW, YOU AND MINUTE EACH KNOWINGLY AND VOLUNTARILY WAIVE THE RIGHT TO A TRIAL BY JURY FOR DISPUTES SUBJECT TO

THIS AGREEMENT.

- Small Claims

Nothing in these Terms prevents an eligible individual from bringing an otherwise qualifying claim in small claims court where permitted by applicable law.

- Government Agencies

Nothing in these Terms prevents you from filing a complaint with a government agency or exercising rights that cannot lawfully be waived.

- Severability

If any portion of this dispute-resolution provision is found unenforceable, the remaining provisions will remain in effect to the extent permitted by law.

GOVERNING LAW

These Terms are governed by the laws of the State of Indiana, without regard to conflict-of-law principles, except to the extent applicable law requires otherwise.
Nothing in this Section is intended to deprive consumers of rights that cannot legally be waived under the laws applicable to them.

ELECTRONIC AGREEMENT

You agree that electronic acceptance of these Terms constitutes your legally binding agreement.

Where applicable, Minute may require you to affirmatively check a box stating that you agree to these Terms and the Privacy Policy before creating an account or submitting a paid request.

Electronic records and communications may be used to document your agreement and transactions.

CHANGES TO THESE TERMS

Minute may modify these Terms from time to time.

Updated Terms will be posted through the Platform with a revised effective date.

Your continued use of the Platform after updated Terms become effective constitutes acceptance of the updated Terms to the extent permitted by law.

SEVERABILITY

If any provision of these Terms is found invalid or unenforceable, the remaining provisions will remain in effect to the fullest extent permitted by law.

ENTIRE AGREEMENT

These Terms, together with the Privacy Policy and any additional terms expressly incorporated into the Platform, constitute the agreement between you and Minute regarding your use of the Platform.

CONTACT

Minute

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