

Terms and Conditions of Service

Updated as of 05-21-2025

These Terms and Conditions of Service (“Terms”) apply to all services provided by **GuildSteam LLC**, a Colorado limited liability company (“GuildSteam,” “we,” “us,” or “our”), to our clients (“Client,” “you,” or “your”). By engaging our services, you agree to be bound by these Terms.

1. Overview of Services

GuildSteam connects U.S.-based businesses with remote professionals (“Talent”) from international locations. Talent are contracted by GuildSteam and assigned to support your business operations under a weekly invoicing arrangement.

2. Acceptance of Terms

By signing up for or continuing to use our services, you acknowledge that:

- You are authorized to enter into a binding agreement on behalf of your organization.
 - These Terms constitute a binding contract even if not physically signed.
 - If you do not agree with these Terms, you must not use our services.
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3. Role of GuildSteam

GuildSteam recruits, supports, and compensates Talent while making them available to support your operations. While we handle HR, payroll, and compliance matters for Talent, we do not supervise or control the daily work output. You are responsible for:

- Assigning work and managing performance;
- Providing onboarding, tools, and training;
- Maintaining confidentiality and access controls.

GuildSteam does not guarantee the work quality or outcomes of Talent services. However, we support service continuity by offering replacement options when appropriate.

4. Engagement and Billing

- Services begin once Talent is placed with your team.
 - Billing occurs **weekly**, with invoices due within **5 calendar days** of issue.
 - Delays exceeding 5 days incur a late fee equal to one week of service.
 - Non-payment after 10 days may result in suspension or termination of services.
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5. Confidentiality

- All Talent sign a Non-Disclosure Agreement (NDA) before engagement.
 - You are responsible for securing your own systems and confidential data.
 - Any confidential information shared with GuildSteam directly must be clearly marked or communicated as such.
 - GuildSteam will keep proprietary client information secure but retains rights to reuse its own training frameworks, documentation templates, or processes developed independently.
 - GuildSteam is not responsible for any unauthorized access, data loss, or confidentiality breaches that occur due to your internal systems, practices, or access permissions. It is your sole responsibility to implement appropriate security measures—including user access controls, password policies, device management, and software restrictions—for any Talent working with your company. You should treat Talent as you would any other remote employee in your organization with respect to IT security and access protocols.
 - You agree to treat as confidential all non-public, proprietary information provided by GuildSteam, including but not limited to Talent rate structures, process documentation, platform access, training frameworks, and business methodologies (“Proprietary Information”). You will not disclose any Proprietary Information to third parties or use it for any purpose other than evaluating or engaging GuildSteam’s services. You may disclose such information only if required by law or valid court order, provided that you give GuildSteam prompt written notice before disclosure (unless prohibited by law). Upon termination of services, or after 12 consecutive months of inactivity, you agree to destroy all physical or digital copies of Proprietary Information received from GuildSteam unless required to retain them by law.
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6. Non-Exclusivity of Services

Nothing in these Terms shall be construed to prevent GuildSteam from providing services to other clients, including those that may operate in the same or similar industries. You acknowledge that GuildSteam offers services on a non-exclusive basis and may assign or manage Talent for multiple clients simultaneously, provided that all confidentiality obligations are respected.

7. Replacement and Cancellation

- A **one-week risk-free trial** applies to each Talent placement.
- If dissatisfied, you may request a replacement within the first 7 days.
- After that, cancellations or pauses require **two weeks' written notice**.
- Pausing service may result in your Talent being reassigned.

8. Non-Solicitation

You agree not to solicit, hire, or contract directly or indirectly with any GuildSteam Talent you have engaged with or learned about through us during the term of engagement and for **36 months** thereafter. You also agree that you will not refer such Talent directly to parent, sibling, or other affiliated companies.

Breach of this provision will incur a fee up to the total of **36 months of the Talent's billing rate**.

9. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY LAW, GUILDSTEAM, ITS OFFICERS, DIRECTORS, EMPLOYEES, AFFILIATES, AGENTS, AND REPRESENTATIVES SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO:

- LOSS OF PROFITS,
- LOSS OF REVENUE,
- BUSINESS INTERRUPTION,
- LOSS OF DATA,
- LOSS OF BUSINESS OPPORTUNITY,
- OR LOSS OF GOODWILL,

ARISING OUT OF OR RELATED TO THE USE OF GUILDSTEAM'S SERVICES, PLATFORM, TALENT, OR THESE TERMS, REGARDLESS OF THE CAUSE OF ACTION (WHETHER IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR OTHERWISE), EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

IN NO EVENT SHALL GUILDSTEAM'S TOTAL AGGREGATE LIABILITY TO YOU, FOR ALL CLAIMS ARISING OUT OF OR RELATED TO THESE TERMS OR THE SERVICES PROVIDED, EXCEED THE TOTAL AMOUNT PAID BY YOU TO GUILDSTEAM IN THE FOUR (4) WEEKS PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

This limitation of liability applies whether or not Talent are still actively engaged and whether the claim is based on contract, tort, negligence, or any other legal theory.

Some jurisdictions do not allow the exclusion or limitation of certain damages, so some of the above exclusions may not apply to you. In such cases, GuildSteam's liability will be limited to the **maximum extent permitted by applicable law**.

10. No Warranty and Disclaimer

GuildSteam provides its services, including Talent placements, platforms, support, and communications, on an **“as is” and “as available”** basis. We make no representations or warranties of any kind, express or implied, with respect to:

- The performance, accuracy, or quality of work performed by Talent;
- Uninterrupted or error-free operation of our services;
- Compliance of Talent with any specific legal, regulatory, or performance standards;
- Any specific outcomes or business results derived from Talent Services.

TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, GUILDSTEAM DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO:

- WARRANTIES OF MERCHANTABILITY,
- FITNESS FOR A PARTICULAR PURPOSE,
- NON-INFRINGEMENT,
- OR ARISING OUT OF COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE OF TRADE.

You acknowledge and agree that:

- GuildSteam is not liable for any errors, omissions, or actions of Talent;
- Any tools, content, or documentation provided by GuildSteam are general in nature and not a substitute for professional legal, financial, or technical advice;
- No statement or guidance given by GuildSteam constitutes a guarantee, promise, or legally binding representation.

10. Termination

Either party may terminate services by providing **at least fourteen (14) calendar days' written notice**. This notice period applies to both standard termination and any planned service pauses.

If you terminate services during an active billing cycle, you remain responsible for payment of all Talent services provided up to the end of the two-week notice period, regardless of whether services are actively used during that time.

GuildSteam may suspend or terminate services immediately and without further obligation if:

- Payment is more than 10 days overdue;
- You materially breach these Terms;
- Your conduct creates legal, reputational, or operational risk for GuildSteam or our Talent.

Upon termination, all access to assigned Talent, documents, and proprietary systems will be revoked. You are required to return or securely destroy all Proprietary Information provided by GuildSteam unless retention is legally required.

The obligations related to confidentiality, non-solicitation, and outstanding fees shall survive termination.

11. Governing Law

These Terms are governed by the laws of the **State of Colorado, USA**, and any disputes shall be resolved in the courts located in **Colorado**.

12. Updates to Terms

GuildSteam may update these Terms from time to time. We will provide notice of material changes via email or through our platform. Continued use of services after such updates constitutes acceptance.

For questions, please contact:
info@guildsteam.com