



Website Terms of Use and Conditions

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RECITALS

- A. Helping Singapore Pte. Ltd. (“**Helping**”) operates and manages an online platform at www.helping.com.sg (the “**Website**”) through which a customer (the “**Customer**”) can book a home cleaning appointment by submitting a Booking Request. Once a Booking Request has been submitted, Helping then proposes via an algorithm the Booking Request to the most suitable cleaning service provider from its database (the “**Database**”). Once assigned, the cleaning service provider is permitted to accept or reject the Booking Request. Once Booked Services have been completed, Helping issues an invoice to the Customer on behalf of the Cleaning Service Provider. Once issued, the Payment Agent collects payment of the Booked Service Fee from the Customer. Once collected the Payment Agent disburses the Booked Service Fee to the Cleaning Service Provider.
- B. The role of Helping is that of a Website operator, manager of the Database, and third party facilitator of contracts and invoicing between the Customer and the Cleaning Service Provider. For avoidance of doubt, Helping itself is not providing any Cleaning Services for Customers.
- C. Before using the Website, you should check the terms and conditions for the use of the Website (“**Terms of Use**”) carefully and confirm your knowledge and acceptance which are prerequisites for the use of the Website. The Terms of Use may be viewed, saved and printed from the Website.

NOW THEREFORE, you and Helping agree as follows:

1. Definitions and Interpretation

- 1.1. In these Terms of Use (including the recitals), unless the context otherwise requires:

“**Booking Request**” means the booking made by you on the Website for the provision of Booked Services;

“**Booked Service Fee**” means the total fee payable by the Customer for the Booked Services;

“**Booked Services**” means the Cleaning Services the Customer has requested in its Booking Request and shall include any rectification services the Cleaning Service Provider may be requested to provide resulting out of a customer dispute in accordance with the terms of the Cleaning Agreement;

“**Cleaning Agreement**” means the agreement to be entered into between you and the Cleaning Service Provider governing the Booked Services to be provided in connection with your Booking Request;

“**Cleaning Products and Equipment**” means the cleaning products and equipment required by the Cleaning Service Provider to complete the Booked Services;

“**Cleaning Services**” means the home cleaning services consisting of the Standard Cleaning Package and any other additional services available to be requested in a Booking Request;

“**Cleaning Service Provider**” means the independent contractor Cleaning Service Provider that has accepted your Booking Request and has agreed to provide the Booked Services;

“**Event/s**” means an event or series of events that exist as part of a Customer’s Booking Request, depending on the selected preferred frequency of the provision of Booked Services;

“**Intellectual Property Rights**” means all intellectual and industrial property relating to Helping including the Website, including without limitation, all works in which copyright subsists or may subsist, designs, drawings, industrial designs, technical information, models, specifications, prototypes, patents, applications for patents, trade secrets, confidential information and know-how, trade-marks, trade-names, discoveries and inventions, and integrated circuit topographies;

“**Payment Agent**” means the third party escrow and payment agent engaged by Helping to collect the Booked Services Fee and to remit payments to the Cleaning Service Provider.

“**Recurring**” means a series of Events occurring on a bi-weekly or weekly frequency in accordance with the Customer’s Booking Request;

“**Scheduled Booking Time**” means the time and date the Booked Services are to be undertaken by the Cleaning Service Provider in accordance with the Booking Request;

“**Site Content**” means all material, content and information made available on the Website including but not limited to written text, graphics, images, photographs, logos, trademarks, audio material, video material and any other forms of expression;

“**Standard Cleaning Package**” means list of the standard cleaning activities that will be performed by the Cleaning Service Provider, a copy of which is available on the Website.

“**User Profile**” means a profile on www.helping.com.sg which contains your personal information, including your name, address, phone number and payment details;

“**Website**” means www.helping.com.sg and associated Helping mobile phone applications;

“**you**”, “**your**” means you as the user of the Website.

1.2. In these Terms of Use, unless the context otherwise requires:

- (a) headings are for convenience only and do not affect its interpretation or construction;
 - (b) the singular includes the plural and vice versa;
 - (c) references to recitals, clauses, subclauses, paragraphs, annexures or schedules are references to recitals, clauses, subclauses, paragraphs, annexures and schedules of or to these Terms of Use;
 - (d) words importing a gender include other genders;
 - (e) the word “person” means a natural person and any association, body or entity whether incorporated or not;
 - (f) where any word or phrase is defined, any other part of speech or other grammatical form of that word or phrase has a cognate meaning;
 - (g) a reference to any statute, proclamation, rule, code, regulation or ordinance includes any amendment, consolidation, modification, re-enactment or reprint of it or any statute, proclamation, rule, code, regulation or ordinance replacing it;
 - (h) all monetary amounts are in Singapore dollars;
 - (i) a reference to time refers to local time in Singapore;
 - (j) “includes” is not a word of limitation;
 - (k) no rule of construction applies to the disadvantage of a party because these Terms of Use are prepared by (or on behalf of) that party;
 - (l) a reference to any thing is a reference to the whole and each part of it;
 - (m) a reference to a group of persons is a reference to all of them collectively and to each of them individually; and
 - (n) a reference to a document includes all amendments or supplements to, or replacements or novations of, that document.
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2. Terms of Use and Conditions

- 2.1. Access to and use of this Website is governed by these Terms of Use.
- 2.2. Helping periodically reviews the Terms of Use and reserves the right to change the Terms of Use, without any notice to you, by updating this document. You should review this document, as available on the Website regularly, as any changes to the Terms of Use take immediate effect from the date of the publication on this document. Your continued use of the Website after any such changes are made will be deemed to constitute your acceptance of those changes.
- 2.3. You acknowledge that any hyperlinks or other redirection tools taking you to other websites operated by third parties that appear on the Website (“**Third Party Sites**”) are not controlled by Helping and do not form part of the Website. You agree that you will not hold Helping liable or in any way accountable for anything that occurs on any Third Party Site.

3. Acceptance

- 3.1. In order to use this Website and make a Booking Request, you must first agree to the Terms of Use.
- 3.2. You accept the Terms of Use by:
 - (a) making a Booking Request on the Website; and/or
 - (b) creating a User Profile in the manner set out in Clause 4 below; and/or
 - (c) clicking to accept/agree to the Terms of Use.
- 3.3. Notwithstanding clause 3.2, you may not accept the Terms of Use or access the Website if:
 - (a) you are not of legal age to form a binding contract with Helping; or
 - (b) you are a person barred from entering into contracts under legislation,in which case, you must immediately leave the Website.
- 3.4. By accepting the Terms of Use, you agree that this is clear and unequivocal proof that the Terms of Use are not unconscionable, that there is no unfair bargaining power or position, that there is no duress, and that you have carefully read and understood the Terms of Use. If you do not understand any part of the Terms of Use you should seek independent legal advice.
- 3.5. By creating a User Profile, you acknowledge that the information provided is true and that you will ensure that the information you have provided is constantly up to date. Your information can be updated simply by logging in to your account and amending your submitted information as may be required.

4. User Profile

- 4.1 You will be required to register your personal information, including your name, address, phone number and payment details on the Website in order to make a Booking Request.
 - 4.1. You will be issued with a username and password which are linked to your User Profile. The username and password are personal to you and are not transferable. You are responsible for all information posted on or transmitted via the Website by anyone using your username and password and any payments due for the Booked Services acquired through the Website by anyone using your username and password. You should notify us of any breach of security of your username and password immediately.
 - 4.2. Your User Profile is personal to you and is not transferable to third parties. You must only register one User Profile with the Website. Multiple accounts will be deleted. Helping reserves the right in its sole
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discretion to delete any User Profile it believes to be duplicative and to block any user from any further use of the Website.

5. The Website

- 5.1. To make a Booking Request you must visit the Website and login to your User Profile. All Booking Requests are subject to a minimum time duration provided for in the Booking Request. You will receive a Booking Request confirmation receipt from Helpling after submitting your Booking Request.
 - 5.2. Once a Booking Request has been made, Helpling will then make your contact details, address, Scheduled Booking Time and the scope of the Cleaning Service available to all Cleaning Service Providers listed in the Database. By making a Booking Request, you hereby consent to the disclosure of such information. At such time, an available Cleaning Service Provider will then confirm his acceptance of your Booking Request.
 - 5.3. You are permitted to select a preferred Cleaning Service Provider registered with the Database to complete your Booking Request. Helpling will take your preference into account when facilitating the Booking Request. This said, a specifically requested Cleaning Service Provider cannot be guaranteed. Such a request will remain subject to such Cleaning Service Provider's availability at the date and time you have selected in your Booking Request.
 - 5.4. When a Booking Request has been confirmed by a Cleaning Service Provider, Helpling will send you an acceptance email and attach an electronic version of the Cleaning Agreement that constitutes the relationship between you and the Cleaning Service Provider for the provision of the Booked Services. Helpling will not be involved in providing the Booked Services in any way aside from providing you with an invoice on behalf of the Cleaning Service Provider in accordance with clause 6.4. All payments will be handled by the Payment Agent.
 - 5.5. If the Booking Request cannot be facilitated, Helpling will arrange for an alternative time for the Booked Services with you and the same or new Cleaning Service Provider.
 - 5.6. You are not permitted to engage any Cleaning Service Provider on the Database other than through the Website. Your failure to adhere to this provision may result in your User Profile/account being suspended indefinitely.
 - 5.7. The Website is provided to enable you to make Booking Requests, make payments for completed Booked Services, and for no other purposes.
 - 5.8. You confirm that you are at least 18 years of age and possess the legal authority to use the Website in accordance with these Terms of Use. You also agree that all information supplied by you in using the Website will be true and accurate at all times.
 - 5.9. Any speculative, false or fraudulent Booking Request is prohibited. You agree that the Website will only be used to make legitimate Booking Requests for you or another person for whom you are legally authorised to act. You acknowledge that abuse of the Website may result in you being denied access to the Website.
 - 5.10. Helpling has the right at any time to add, change or withdraw functions available on the Website at its own discretion.
 - 5.11. You are prohibited from advertising on the Website.
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6. Payment

- 6.1. You agree that at the time of the Booking Request, your payment details will be transferred to the Payment Agent for future processing.
- 6.2. Upon the successful completion of the Booked Services, an invoice will be issued to you for the Booked Services. You agree to the automatic processing of payment of the Booked Services Fee by the Payment Agent once the invoice has been issued.
- 6.3. On receipt of the invoice, the Payment Agent will hold the Booked Services Fee until such time as they are remitted to the Cleaning Service Provider or refunded to you (if you are entitled to a refund) No interest will be payable by Helping to you or the Cleaning Service Provider on amounts held by the Payment Agent.

7. Changes and Cancellations

- 7.1. You can cancel or amend a single Event on the Website, free of charge, up to forty-eight (48) hours before the Scheduled Booking Time.
- 7.2. If you cancel or amend a single Event within forty-eight (48) to twenty-four (24) hours before the Scheduled Booking Time, you will have to pay a cancellation penalty equivalent to one hour's worth of the Booked Service Fee.
- 7.3. If you cancel or amend a single Event within twenty-four (24) hours before the Scheduled Booking Time to any time thereafter, you will have to pay a cancellation penalty equivalent to the full amount of the Booked Service Fee.
- 7.4. Termination of a Recurring Booking Request prior to fulfilment of the minimum number of Events will result in an Early Termination fee, derived as half of the total outstanding Booked Service Fee as at the point of cancellation.
 - (a) The minimum number of Events for Recurring Booking Requests will be immediately applicable upon the successful confirmation by a Cleaning Service Provider of a Booking Request.
 - (i) Minimum number of Events for Bi-weekly Booked Services: 5
 - (ii) Minimum number of Events for Weekly Booked Services: 10
 - (b) In event of amendments to the frequency of a Recurring Booking Request, the minimum number of Events will remain unchanged in accordance to the initial frequency selected.
 - (c) An Early Termination fee will also be levied if the number of Events executed successfully do not equal or surpass the minimum stated within 3 calendar months beginning from the date of the first completed Booked Service.
- 7.5. If the Cleaning Service Provider is unable to fulfil a confirmed Booking Request, we will attempt to find you a replacement Cleaning Service Provider. If we cannot find you an alternative Cleaning Service Provider, we will reschedule your Booking Request to a new time which suits you. If we cannot find a suitable time for you, you may cancel the Booking Request at no charge.

8. Cleaning Services

- 8.1. Helping operates the Website as an independent third party facilitator for the Cleaning Services and provides you with the platform to purchase the Cleaning Services.
 - 8.2. Helping is not an agent or broker for you or the Cleaning Service Provider. You enter into any transaction with a Cleaning Service Provider entirely at your own risk.
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- 8.3. Helpling uses its best efforts to monitor the Cleaning Services offered by a Cleaning Service Provider. However, as Cleaning Service Providers act as independent contractors, Helpling does not make any representations relating to the safety, quality, condition, or description of the Cleaning Services provided by the Cleaning Service Provider. Any issues regarding safety, quality, condition or description of the Cleaning Services should be notified to Helpling, who will then pass the issue onto the Cleaning Service Provider designated to your Booking Request. You should refer to the terms and conditions of your Cleaning Agreement for further information.
- 8.4. All Cleaning Service Providers are independent contractors and are not employees of Helpling.
- 8.5. All bookings are subject to Cleaning Service Provider's availability.

9. Cleaning Service Provider Ratings

- 9.1. You can post ratings on the Website for the Booked Services provided ("**Ratings**").
- 9.2. Ratings must be based on demonstrable facts. They must be written fairly and objectively and must not contain any content which is offensive or abusive, liable to criminal prosecution or otherwise unlawful (e.g. content which infringes third parties' intellectual property rights). Ratings which violate this clause will not be published or will be deleted. Ratings will identify the Customer that has posted the Rating.
- 9.3. By sending in a Rating, you grant Helpling, free of charge, the usage rights to the text of the Rating without any territorial or time limitation.
- 9.4. Helpling will have the right to deal with the Rating in any manner it sees fit, including using it for further rating services, passing it on to third parties or publishing it.
- 9.5. Unjustified multiple Ratings, self-Ratings and other forms of Rating which attempt to have a distorting influence on the rating system are prohibited.

10. Termination

- 10.1. Helpling may at its discretion terminate your use of, or access to, the Website at any time. If this happens we may notify you by email. If your use of the Website is terminated:
 - (a) you are no longer authorized to access the Website or use any other Helpling services with the email address you used to register with the Website or any other email address you possess;
 - (b) you will continue to be subject to and bound by all restrictions imposed on you by the Terms of Use; and
 - (c) all licences granted by you and all disclaimers by Helpling and limitations of Helpling's liability set out in the Terms of Use or elsewhere on the Website will survive termination.
 - 10.2. You may terminate this agreement by emailing Helpling at contact@helpling.sg. Helpling will disable your User Profile within fourteen (14) days of receipt of the email requesting termination of your User Profile.
 - 10.3. Helpling reserves the right to deduct any outstanding fees and charges owing to Helpling and/or the Cleaning Service Provider on your User Profile prior to disabling it.
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11. Dispute Resolution Policy

- 11.1. Helpling will use reasonable endeavours to mediate any dispute concerning the use of the Website.
- 11.2. Disputes in relation to the Booked Services carried out by a Cleaning Service Provider or any other issue will be referred, where appropriate, to external dispute resolution services or authorities.

12. Security of Payment

We have taken all practical steps from both a technical and systems perspective to ensure that all of your information is well protected. A secure payment gateway is used to process all transactions and credit card details. Helpling does not give any warranty or make any representation regarding the strength or effectiveness of the secure payment gateway and is not responsible for events arising from unauthorised access to your information. See the Privacy Code for further detail.

13. Privacy

- 13.1. Helpling collects and stores the information you enter into the User Profile. The personal information collected by Helpling will be maintained in accordance with our Privacy Code available on the Website.
- 13.2. You agree and consent to Helpling disclosing your information, including your name, address and phone number to the Cleaning Service Provider in order for the Cleaning Service Provider to carry out the Booked Services.

14. Intellectual Property

- 14.1. The Site Content is protected by copyright and Helpling reserves all Intellectual Property Rights which may subsist in the Site Content and/or the Website.
- 14.2. By accepting the Terms of Use, you are granted a non-exclusive licence to:
 - (a) view the Website;
 - (b) print pages from the Website in its original form; and
 - (c) download any material from the Website for caching purposes only.
- 14.3. You must not, without Helpling's prior written consent which may be withheld at its absolute discretion:
 - (a) copy, republish, reproduce, duplicate or extract Site Content;
 - (b) redistribute, sell, rent or licence any Site Content; or
 - (c) edit, modify or vary the Site Content.

15. Acceptable Use

- 15.1. You must not use, or cause this Website to be used, in any way which:
 - (a) breaches any clause of the Terms of Use;
 - (b) infringes Helpling's or any third party's Intellectual Property Rights;
 - (c) is fraudulent, illegal or unlawful; or
 - (d) causes impairment of the availability or accessibility of the Website.
 - 15.2. You must not use, or cause this Website to be used, as a medium which stores, hosts, transmits sends or distributes any material which consists of:
 - (a) spyware;
 - (b) computer viruses;
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- (c) Trojans;
- (d) worms;
- (e) keystroke loggers; or
- (f) any other malicious computer software.

16. Indemnity and Liability

- 16.1 You agree to indemnify Helpling, on demand, against any claim, action, damage, loss, liability, cost, charge, expense or payment which Helpling may pay, suffer, incur or are liable for, in relation to any act you do or cause to be done, in breach of any express or implied terms in this Terms of Use.
- 16.2 To the extent permitted by law ,we will not be liable to you in contract, tort or equity in relation to any direct, indirect or consequential loss you incur in relation to the contents, use or reliance of Site Content or otherwise in connection with the Website provided however that if we are found to be liable by a court of competent jurisdiction, you agree that our liability will be limited to the amount of our fees from the Booked Service Fee that is payable or have been paid by you.
- 16.3 To the extent permitted by law, Helpling will not be responsible and will be excluded from all liability, for any loss or damage whatsoever (including personal injury, loss of life and damage to property) that you or another person may suffer in connection with the offer or supply of (or default in supplying) Cleaning Services provided however that if we are found to be liable by a court of competent jurisdiction, you agree that our liability will be limited to the amount of our fees, from the Booked Service Fee that is payable or have been paid by you.
- 16.4 You acknowledge and agree that some of the Site Content may be provided by way of blogs or comments made by other users of the Website (i.e. Ratings), and that Helpling does not accept any liability for the accuracy of such information or your reliance on the same. The Site Content is provided to you as general information only and is not intended to substitute or replace the advice of a duly qualified professional (where applicable).
- 16.5 By using this Website, you agree and accept that the indemnity and limitations of liability provided in this clause 16 are reasonable.

17. Warranties and Representations

- 17.1. The use of this Website is at your own risk. The Site Content and everything from the Website is provided to you on an “as is” and “as available” basis without warranty or condition of any kind.
- 17.2. None of Helpling’s affiliates, directors, officers, employees, agents, contributors, third party content providers or licensors make any express or implied representation or warranty about the Site Content or Website.

18. General Provisions

- 18.1. Any provision of, or the application of any provision of these Terms of Use which is prohibited in any jurisdiction is, in that jurisdiction, ineffective only to the extent of that prohibition.
 - 18.2. Any provision of, or the application of any provision of these Terms of Use which is void, illegal or unenforceable in any jurisdiction does not affect the validity, legality or enforceability of that provision in any other jurisdiction or of the remaining provisions of the Terms of Use in that or any other jurisdiction.
 - 18.3. If a clause is void, illegal or unenforceable, it may be severed without affecting the enforceability of the other provisions in these Terms of Use.
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- 18.4. These Terms of Use shall be governed by and construed in accordance with the laws of the Republic of Singapore and you agree to submit to the non-exclusive jurisdiction of courts of the Republic of Singapore.
- 18.5. A person who is not a party to this Terms of Use has no right under the Contracts (Rights of Third Parties) Act, Chapter 53B of Singapore, to enforce any term of this Terms of Use.
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