

TERMS OF USE

1 RECITAL

- 1.1 **Helping Singapore Private Limited** (UEN No. 201501510D, “Helping”) is a company registered in Singapore with its registered address at 120 Robinson Road #12-01 Singapore 068913. Helping is a technology platform that can be accessed through www.helping.sg (the “Site”) or our mobile application (the “App”) and connects End Users with third party providers of Cleaning Services and certain other services as listed on the Site (“Service Providers”). It enables You to engage a Service Provider in your area for the provision of Cleaning Services.
- 1.2 Please read our Terms of Use carefully before you start to make any use of Helping. We recommend that you print a copy of these terms of use or save them to your computer or device for future reference. If you think that there is a mistake in these terms or our Terms of Use require any changes, please contact us to discuss immediately and before you make any use of Helping.
- 1.3 **By using Helping’s Site and/or App, you agree to be bound by all the terms and conditions within our Terms of Use.** If you are using Helping’s Site and App as a representative of a legal entity, you are agreeing to these terms on behalf of that entity.
- 1.4 For any questions or problems relating to our Site and/or App, our service or our Terms of Use, you may contact us by sending an SMS to our customer service team at +65 9184 1561 or email us at contact@helping.sg or write to us at 120 Robinson Rd #12-01 Singapore 068913.

2 DEFINITIONS

- a) “Booking Type” refers to either Weekly Bookings, Fortnightly Bookings or Ad-Hoc Bookings.
- b) “Booked Service Fee” means an addition of:
 - (i) a fee due to the Service Provider based on the duration of the visit(s) (i.e. the number of hours worked); and
 - (ii) a service fee due to us as stated on the invoice you received and calculated by reference to the number of hours (or part thereof) worked by the Service Provider.

- c) "Booking Request" means the booking of an Event made by you on the Helpling App or Site;
- d) "Weekly Booking" means the occurrence of Events at the frequency of once per week;
- e) "Fortnightly Booking" means the occurrence of Events at the frequency of once every two weeks;
- f) "Ad-Hoc Booking" means the occurrence of a single Event
- g) "Cleaning Services" means cleaning and/or housekeeping services provided by Service Provider(s) where the scope of the Cleaning Services is to be agreed between the End User and the Service Provider before the commencement of any Cleaning Service, including but not limited to general cleaning, sweeping, vacuuming, tidying and waste disposal as stated on <https://www.helpling.com.sg/standard-cleaning-package>.
- h) "End User(s)" or "You" or "Your" means the authorised users of Helpling's technology platform on the Site and/or the App to request Cleaning Services;
- i) "Event" means the provision of the Cleaning Service that commences start and end according to the Helpling App and/or Site.
- j) "Informal Dispute Resolution" means the resolution of disputes through informal means, which includes but is not limited to mediation.
- k) "Service Provider(s)" means a list of cleaning companies and such other services available on Helpling's Site and/or App for End Users to request Cleaning Services. The use of this term includes both Freelance Service Providers and Non-freelance Service Providers.
- l) "Freelance Service Providers" means individuals who are not employed by any cleaning company; and
 - (a) have independently registered themselves on Helpling; or
 - (b) are referred by a cleaning agency.
- m) "Non-freelance Service Providers" means individuals who are employed by cleaning companies that work with Helpling or are affiliated with any cleaning company in any other way.
- n) "We" or "Us" or Helpling means Helpling Singapore Private Limited.

3 PRIVACY AND MEANS OF CONTACT

- 3.1 We are the data controller in relation to our Platform and are responsible for your personal data. Please refer to Clause 11 and our privacy policy which is available at <https://www.helping.com.sg/privacypolicy> for information about what personal data we collect and what we do with it. It is important that you read our privacy policy, which may be updated from time to time, and understand how we use your information and the rights that you have about your information.
- 3.2 If we have to contact you, we will do so by telephone or by writing to you at the email address or postal address you provided to us.
- 3.3 When we use the words "writing" or "written" in these terms, this includes but is not limited to emails.

4 DISCLAIMER

- 4.1 Helping simply provides the platform that connects End Users with Service Providers. We do not provide any Cleaning Services. Any contract for the provision of Cleaning Services is solely between You and the Service Provider.
- 4.2 We do not employ Service Providers and, unless otherwise specified in terms of use, we are not responsible for, and make no representations, warranties or guarantees as to:
 - a) the acts or omissions of any Service Providers You engage through Helping; and
 - b) the quality of the services provided by any Service Providers.
- 4.3 In the event of your dissatisfaction with the services provided by the Service Provider or any other issue you may have in relation to the Cleaning Services, you agree to submit any complaint to the Service Provider directly.
- 4.4 We will take reasonable measures in an effort to ensure the suitability and quality of the Service Providers, including but not limited to:
 - a) conducting interviews; and
 - b) obtaining proof of identity, address and references.
- 4.5 Notwithstanding Clause 4.4, You acknowledge that we cannot guarantee that any particular Service Provider is suitable for your purposes. You acknowledge that You

use Service Providers at your own risk, although we may remove a Service Provider from Helping's Site on the basis of any feedback You or other End Users provide in relation to that Service Provider if we deem it appropriate, but are under no obligation to do so.

- 4.6 You may submit requests on Helping's Site and/or App as instructed on our Site or App. A Service Provider's acceptance of Your request will take place when Helping sends a confirmation email to You, at which point an agreement will come into existence between the Service Provider and You.
- 4.7 Helping only accepts requests made by End Users with web addresses within Singapore and where the Cleaning Service takes place within Singapore.

5 **CONTENT STANDARDS**

- 5.1 These content standards apply to any and all material which you contribute to Helping and to any interactive services associated with it. You must comply with the spirit and the letter of the following standards. The standards apply to each part of any contribution, as well as to its whole.
- 5.2 If you make use of any feature that allows you to post or upload any content to Helping (for example, by providing a review, feedback and/or comments in relation to a Service Provider or when making contact with Helping or other users of Helping), any such content must be accurate and genuine and must not:
 - a) be defamatory of any person;
 - b) be obscene, offensive, hateful, inflammatory or otherwise objectionable;
 - c) promote violence or indecent or sexually explicit material;
 - d) promote discrimination based on race, sex, religion, nationality, disability, sexual orientation or age;
 - e) infringe or violate any copyright, database right, trade mark or any other intellectual property right of any other person;
 - f) be likely to deceive any person;
 - g) be made in breach of any laws or any legal duty owed to a third party, such as a contractual duty or a duty of confidence;

- h) advocate, promote, assist or enable any illegal or unlawful activities (including, without limitation, copyright infringement or computer misuse) or intend to defraud, swindle or deceive other users of Helpling;
- i) be threatening, abuse or invade another's privacy or cause annoyance, inconvenience or needless anxiety;
- j) be likely to harass, upset, embarrass, alarm or annoy another person;
- k) be used to impersonate any person or to misrepresent your identity or affiliation with any person;
- l) give the impression that they emanate from us, if that is not the case;
- m) relate to commercial activities (including, without limitation, sales, competitions and advertising, links to other websites or premium rate telephone numbers);
or
- n) disseminate or otherwise disclose another person's personal information without his or her prior permission or collect or solicit another person's personal information for commercial or unlawful purposes.

5.3 We will not be responsible, or liable to any third party, for the content or accuracy of any content posted or uploaded by you or any other user of Helpling and we do not recommend or endorse any such content or accept any responsibility for its accuracy. Any such content will be considered non-confidential and non-proprietary and we have the right to use, store, copy, distribute and disclose the same to third parties (including the relevant authorities) for any purpose whatsoever without any liability or payment to, or recognition of, you of any kind. We also have the right to disclose your identity to any third party in respect of whom you provide a review, feedback and/or comments or who is claiming that any content posted or uploaded by you to Helpling constitutes a violation of their intellectual property rights or of their right to privacy.

5.4 We have the right to remove or delete any posting you make on Helpling or to disclose it to the relevant authorities if, in our opinion, your post does not comply with our Terms of Use. If so, you must not attempt to re-post the relevant content.

5.5 When providing content on or to Helpling, You grant us a non-exclusive, worldwide, perpetual, irrevocable, royalty-free, sub-licensable right to use, reproduce, process, adapt, modify, publish, display and distribute such content for the purposes of providing the Service to You and the promotion of Helpling.

5.6 For any content that You provide, You warrant that:

- a) the content is accurate, up to date and not misleading;

- b) You own or otherwise control all necessary rights to meet Your obligations under our Terms of Use regarding such content; and
 - c) the use of such content does not and will not infringe any intellectual property rights of any third party.
- 5.7 While we try to offer reliable information as soon as possible, we do not guarantee that any content or information provided on Helping will be accurate, complete, up to date or always available.
- 5.8 We do not take any responsibility, nor do we assume any liability, for any content provided by You or any third party. You acknowledge that the responsibility lies with the provider of any inaccurate and/misleading content, including but not limited to You, other End Users and Service Providers.

6 INTELLECTUAL PROPERTY RIGHTS

- 6.1 You acknowledge that we grant You a non-transferable, non-exclusive, revocable license to use the Site and/or App on any mobile telephone or other devices (Mobile Device) controlled or owned by You. All other rights in the App are reserved by us and by our licensors and we remain the owners of the App at all times.
- 6.2 We are the owner or the licensee of all intellectual property rights in Helping and in the material published on it. You acknowledge that you have no rights in or to Helping or the technology used or supported by it other than the right to use it in accordance with these terms of use. If you use any part of Helping in breach of these terms of use, your right to use Helping will cease immediately.
- 6.3 You must not use any part of the content on Helping for commercial purposes without obtaining a licence or other written consent to do so from us or our licensors.
- 6.4 “Helping” is a registered trade mark of our affiliate Helping GmbH. All rights in this trade mark, the Helping domain name and all related domains and sub-domains and any other logos, service marks, brand names, trading names and/or trade marks appearing anywhere on Helping are reserved to their respective owners or licensors and nothing in these terms of use should be construed as granting any licence or right to use any of the foregoing.

7 SERVICE PROVIDERS

7.1 You agree to

- a) treat all Service Providers courteously and respectfully;
- b) provide a safe and appropriate working environment for Service Providers in compliance with all applicable laws and regulations;
- c) ensure that the Service Provider works only within the scope of the Cleaning Services as provided in our Site and App;
- d) ensure that your requests to the Service Provider at the time of booking the cleaning service and all subsequent requests comply with Helping's Terms of Use and all applicable laws and regulations;
- e) communicate to Service Providers all information necessary for the Service Provider to fulfill the Cleaning Services as soon as possible, prior to the commencement of the Cleaning Service; and
- f) provide them with cleaning tools equipment and other materials, and co-operation required as soon as possible to enable them to provide the Cleaning Services.

7.2 You are obliged to ensure that Your personal details, including but not limited to Your contact details and the address of which the Cleaning Service will take place, are given to the Service Provider in line with Clause 7.1(e). In the event that Your failure to comply with Clause 7.1(e) and the Service Provider is physically present at the address You provided to Helping, you are liable to a cancellation fee of 100% of the Booked Service Fee.

7.3 In the event of any miscommunication, dispute or any other occurrence that may result in the misalignment of Your expectation of the Cleaning Services rendered and the actual performance of the Service Provider, You agree to immediately contact Helping at the first instance to inform us the issue, and allow us to facilitate the communication between You and the Service Provider for the purpose of completing the Cleaning Service.

7.4 You acknowledge that your preferred Service Provider, if you have one, may be unavailable from time to time, whether due to illness or vacation or through ceasing to use Helping. If your preferred Service Provider is unavailable, Helping will undertake reasonable measures in an effort to find a replacement Service Provider for you.

- 7.5 In the event that You decide not to engage the Cleaning Services of a Service Provider at any particular time, You must cancel the Cleaning Service and communicate your request to do so to Helping and the Service Provider before the commencement of the Cleaning Service in compliance with Clauses 8.1 – 8.3.
- 7.6 By using Helping's Site and/or App, You agree that all Cleaning Services will always be requested and accepted via Helping's Site and/or App, and engage or employ any Service Provider You have previously booked through Helping, or whose contact details you have received from us, to provide any Services other than through Helping.
- 7.7 If a Service Provider offers to provide Cleaning Services to You through means other than Helping, You cannot accept such offer and You are obliged to write to us immediately.
- 7.8 If You breach clause 7.5 and/or 7.6, we reserve the right to
- a) immediately withdraw Your right to use Helping without any obligation to refund any fees already paid by You; and
 - b) compel you to compensate us in respect of any losses we suffer as a result up to a maximum of S\$1000.

8 CANCELLATIONS

- 8.1 To constitute an effective cancellation of a single Event, You must do so through our App or Site. Informing the Service Provider your intention to cancel an Event does not constitute an effective cancellation of said Event.
- 8.2 To constitute an effective cancellation of more than one Event, You may do so by writing to us. Informing the Service Provider your intention to cancel does not constitute an effective cancellation.
- 8.3 In the event where you intended to cancel but did not make an effective cancellation in accordance with Clauses 8.1 and/or 8.2, you will incur cancellation charges under Clauses 8.5 where applicable.
- 8.4 In accordance with Clause 8.1, You can cancel an Event on the Site or App at no charge up to twenty-four (24) hours before the commencement of the Event.

- 8.5 If you cancel an Event within twenty-four (24) hours before the commencement of the Event, you will have to pay a cancellation charge equivalent to one hundred percent (100%) of the Booked Service Fee.
- 8.6 If the Service Provider is unable to fulfil a confirmed Booking Request, we will attempt to find you a replacement Service Provider at no additional cost. If we cannot find you an alternative Service Provider, we will reschedule your Booking Request to a new time which suits You. You may cancel the Booking Request at no charge if and only if we cannot find a replacement Service Provider for You.
- 8.7 If you decide to refuse the Event provided by the replacement Service Provider, you must do so before the commencement of the Event, failing which will constitute your acknowledgement of the entire duration of the Event provided by the replacement Service Provider.
- 8.8 The authority to issue any refund lies with the Service Provider. You should contact the Service Provider directly for any refund. Once the refund amount is agreed between the Service Provider and You, Helping will issue the refund on behalf of the Service Provider within a reasonable time.

9 CONVERSION OF BOOKING TYPE

- 9.1 In the event that you have chosen a Weekly Booking and decide to cancel all future Events without completing at least 3 Events within a period of 1 months for Weekly Bookings from the date of the first Event, the Booking Type of all past bookings will be converted to Ad-Hoc Booking. Subsequently, you agree to be charged at the rate of Ad-Hoc Bookings for all past bookings.
- 9.2 In the event that you have chosen a Fortnightly Booking and decide to cancel all future Events without completing at least 3 Events within a period of 2 months for Fortnightly Bookings from the date of the first Event, the Booking Type of all past bookings will be converted to Ad-Hoc Booking. Subsequently, you agree to be charged at the rate of Ad-Hoc Bookings for all past bookings.

10 TERMINATION

- 10.1 Helping reserves the right to terminate your account with immediate effect should you breach the terms and conditions set within our Terms of Use and/or any other terms and conditions that are relevant to the proper use of Helping.

10.2 You may terminate your account with Helpling, provided that you have:

- a) settled all outstanding balances owed to Helpling prior to terminating your account, where the failure to do so will result in your account continuing to be active in Helpling's database;
- b) emailed Helpling's customer service at contact@helpling.sg to inform Helpling of Your request to terminate Your account; and
- c) complied with all other clauses within our Terms of Use where applicable, including but not limited to clauses 8.2, 8.3 and 9.1.

11 PAYMENT

11.1 When You request the services of a Service Provider at first instance, You will be asked to provide us with valid credit card payment details to pay for the services You request through Helpling. By providing Your credit card payment details, You agree to allow us to store Your credit card payment details with us and/or our authorised third party payment service provider for processing purposes.

11.2 The price of the service is the price indicated on the order pages when You place Your order. It is the responsibility of the End User to ensure that the price of the Cleaning Service advised is correct before payment. Service Providers are free to set the amount they charge for the services they provide to End Users. This will be notified to You each time You request the services of a Service Provider. Upon the completion of a Cleaning Service, the Service Provider will issue You with an invoice for the Booked Service Fee paid by You in respect of each booking. In ensuring that the price of the Cleaning Service is correct, You agree to check all other relevant information relating to the price of the Cleaning Service, which includes but is not limited to the information provided on our Site at <https://www.helpling.com.sg/pricing>.

11.3 If You think an invoice is incorrect, You must inform Helpling through writing within 3 working days of receiving the invoice, failing which the invoice shall be deemed to be correct.

12 LIABILITY

12.1 Subject to Clause 12.5, You acknowledge and agree that, to the maximum extent permitted by law, the entire risk arising out of your access to and use of Helpling and

any content available on Helpling, any Cleaning Service that you book on the Helpling platform, remains with you. Helpling is not liable for any incidental, special, exemplary or consequential damages, including loss of profits, loss of data, loss of goodwill, service interruption, computer damage or system failure or the cost of substitute products or services, or for any damages for personal or bodily injury or emotional distress arising out of or in connection with:

- a) our Terms of Use;
- b) the use of or inability to use the Helpling Platform or content available on the Helpling platform;
- c) from any communications, interactions or meetings with Service Providers, other End Users or any other persons with whom you communicate, interact or meet with as a result of your use of the Helpling Platform; or
- d) from your booking of a Cleaning Service, whether based on warranty, contract, tort (including negligence), product liability or any other legal theory, and whether or not Helpling has been informed of the possibility of such damage, even if a limited remedy set forth herein is found to have failed of its essential purpose.

12.2 Subject to Clause 12.5, our total liability to You for all losses arising from or in connection with the use of Helpling shall be limited to the price of the relevant Event sold to You on Helpling's Site and/or App.

12.3 Helpling's provision of insurance to You from third party insurers is limited to damage caused by Freelance Service Providers only.

12.4 Pursuant to Clause 11.2, You will be covered under Helpling's insurance, provided that:

- a) The claim value exceeds S\$1,000;
- b) You have reported the claim to both Helpling and the Service Provider in writing within 24 hours of the Cleaning Service;
- c) Your Helpling account is in good standing with no outstanding balances owed to Helpling;
- d) You have identified fragile and other breakable items and communicated the location and identity of those items to the Service Provider prior to the commencement of the Cleaning Service; and

- e) You have accounted for and secured all valuables prior to the commencement of the Cleaning Service.

12.5 Nothing in these terms will limit or exclude our liability for:

- a) death or personal injury caused by our negligence;
- b) fraud or fraudulent misrepresentation; or
- c) any matter in respect of which it would be unlawful for us to exclude or limit liability.

13 **INDEMNIFICATION**

13.1 You agree to release, defend (at Helping's option), indemnify, and hold Helping and its affiliates, including but not limited to its officers, directors, employees and agents, harmless from and against any claims, liability, damages, losses, and expenses, including but not limited to all legal and accounting fees, arising out of or in any way connected with:

- a) your breach of our Terms of Use;
- b) Your improper use of the Helping platform or the content available on the Helping platform;
- c) Your interaction with any Service Provider and or End User, including but not limited to any injury, losses or damages (whether compensatory, direct, incidental, consequential or otherwise) of any kind arising in connection with or as a result of such interaction, participation or use;
- d) Your breach of any laws, regulations or third party rights.

14 **USE OF YOUR PERSONAL INFORMATION**

14.1 When You register or otherwise use our Site and/or App, You provide us with personal data which is collected and used in accordance with the terms of our privacy policy which is accessible at <https://www.helping.com.sg/privacypolicy>. It is important that You read our privacy policy, which may be updated from time to time, and understand how we use Your information and the rights that you have about your information. In the event You process personal data relating to a buyer or a Service Provider for the purpose of effecting a transaction or otherwise using

Helping, You confirm and undertake that You will only process such personal data for the sole purpose of participating in the marketplace on Helping and (where applicable) to provide the service to You and You will apply all adequate technical and organisational measures to keep such personal data secure.

15 ENTIRE AGREEMENT

- 15.1 These terms constitute the entire agreement between You and Helping in relation to the use of the Site and/or the App. These terms supersede and extinguish all other agreements, promises, assurances, warranties, representations and understandings between You and Helping, whether written or oral, in relation to the use of Site and/or the App.
- 15.2 You acknowledge that You will have no remedies in respect of any statement, representation, assurance or warranty, whether made innocently or negligently, that is not expressed in our Terms of Use.

16 OTHER IMPORTANT TERMS

- 16.1 We may transfer our rights and obligations under these terms to another organization. We will contact You to let You know if we plan to do this. If You do not wish to continue the contract with the transferee, You may contact us to end the contract within one (1) calendar month of us informing You of the proposed transfer and we will refund you any payments You have made in advance for services not provided.
- 16.2 You may transfer Your rights and/or obligations under these terms to another person only if we agree to this in writing.
- 16.3 If a court finds any part of our Terms of Use illegal, the rest of this contract will continue to be in force. Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.
- 16.4 We reserve the right to enforce the contract at any time. Even if we delay in enforcing this contract, we can still enforce it later. If we do not insist immediately that You comply with our Terms of Use, or if we delay in taking steps against You in respect of Your breaching of our Terms of Use, this does not mean that You have no obligation to comply with our Terms of Use and it will not prevent us taking steps against You at a later date. For example, if You miss a payment and we do not chase

You but we continue to provide the service, we reserve the right to compel You to make the payment at a later date. This example is only for the purpose of illustration and this clause should not be construed as being limited to this example.

16.5 You understand that Helping is an independent contractor to You. The relationship between Helping and You is neither:

- a) a legal partnership;
- b) an employee-employer relationship; nor
- c) a principal-agent relationship.

17 **GOVERNING LAW AND DISPUTE RESOLUTION**

17.1 These terms are governed by and shall be construed in accordance with the laws of the Republic of Singapore.

17.2 The courts of the Republic of Singapore shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with these terms.

17.3 In the event of any dispute, You agree to first utilize Informal Dispute Resolution, either by way of at least 2 meetings or in writing, before attempting other means. Helping desires to address Your concerns without resorting to a formal legal proceeding. You may commence litigation proceedings against Helping if and only if the dispute is not resolved within 30 days of the commencement of Informal Dispute Resolution.

17.4 You and Helping acknowledge and agree that we are each waiving the right to participate as a plaintiff or class member in any purported class action lawsuit, class-wide arbitration, private attorney-general action, or any other representative proceeding as to all disputes.

Last updated: 24 December 2018