

## TERMS OF USE

### 1 RECITAL

- 1.1 **Helpling Singapore Private Limited** (UEN No. 201501510D, “Helpling”) is a company registered in Singapore with its registered address at 120 Robinson Road #09-01 Singapore 068913. Helpling is a technology platform that can be accessed through [www.helpling.sg](http://www.helpling.sg) (the “Site”) or our mobile application (the “App”) and connects End Users with third party providers of Home Services as listed on the Site (“Service Providers”). It enables You to engage a Service Provider in your area for the provision of Home Services.
- 1.2 Please read our Terms of Use carefully before you start to make any use of Helpling. 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 Helpling.
- 1.3 **By using Helpling’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 Helpling’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@helpling.sg](mailto:contact@helpling.sg) or write to us at 120 Robinson Rd #09-01 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);
  - (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;

- (iii) a Supplementary Service Fee; and
- (iv) Weekend Surcharge (if any).
- c) “Booking Request” means the booking of an Event made by you on the Helping 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.helping.com.sg/standard-cleaning-package>.
- h) “Vertical Services” means services other than Cleaning Services provided by Service Providers on the Helping platform, including but not limited to aircon servicing and disinfection.
- i) “Home Services” means services provided on the Helping platform, such as Cleaning Services and aircon servicing.
- j) “End User(s)” or “You” or “Your” means the authorised users of Helping’s technology platform on the Site and/or the App to request Home Services;
- k) “Event” means the provision of the Home Service that commences and ends according to the information provided on the Helping App and/or Site.
- l) “Informal Dispute Resolution” means the resolution of disputes through informal means, which includes but is not limited to mediation.
- m) “Service Provider(s)” means a list of companies and such other services available on Helping’s Site and/or App for End Users to request Home Services. The use of this term includes both Freelance Service Providers and Non-freelance Service Providers.
- n) “Supplementary Service Fee” means a fee in addition to the amount charged by the Service Provider for their Services. Users will be notified of any applicable fees prior to confirming their booking. The Supplementary Service Fee supports platform and quality assurance services such as cleaner liability insurance per

Clause 12.3, telephone & e-mail support, online payment processing and booking administration.

- m) "Freelance Service Providers" means individuals who are not employed by any company that provides Home Services; and
  - (a) have independently registered themselves on Helping; or
  - (b) are referred by a Home Services agency.
- n) "Non-freelance Service Providers" means individuals who are employed by Home Services companies that work with Helping or are affiliated with any Home Services company in any other way.
- o) "We" or "Us" or Helping means Helping Singapore Private Limited.
- p) "Weekend Surcharge" means a surcharge incurred for a booking that occurs on a Friday, Saturday or Sunday.

### **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 Home Services. Any contract for the provision of Home 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 Home Service, 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 Home Service takes place within Singapore.
- 4.8 In the event that You allow the Service Provider to possess a key to your residence, be it a duplicate copy or the master key, or a means of access to your residences, you agree that this arrangement is between you and the Service Provider. Helping will not be responsible for any issue relating to the loss of keys and other means of access.

## **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 Helping;
- 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 Helping 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 Helping 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 Helping 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 Helping, 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 Helping.
- 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 Home Services as provided in our Site and App;
- d) ensure that your requests to the Service Provider at the time of booking the Home 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 Home Services as soon as possible, prior to the commencement of the Home Service; and
- f) provide them with tools, equipment and other materials, and co-operation required as soon as possible to enable them to provide the Home 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 Home 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 Home Services rendered and the actual performance of the Service Provider, You agree to immediately contact Helpling 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 Home 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 Helpling. If your preferred Service Provider is unavailable, Helpling 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 Home Services of a Service Provider at any particular time, You must cancel the Home Service and communicate your request to do so to Helpling and the Service Provider before the commencement of the Home Service in compliance with Clauses 8.1 – 8.3.
- 7.6 By using Helpling's Site and/or App, You agree that all Home Services will always be requested and accepted via Helpling's Site and/or App, and engage or employ any Service Provider You have previously booked through Helpling, or whose contact details you have received from us, to provide any Services other than through Helpling.
- 7.7 If a Service Provider offers to provide Home Services to You through means other than Helpling, 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 Helpling 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 5 Events within a period of 7 weeks 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 5 Events within a period of 14 weeks 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 Helping, provided that you have:

- a) settled all outstanding balances owed to Helping prior to terminating your account, where the failure to do so will result in your account continuing to be active in Helping's database;
- b) emailed Helping's customer service at [contact@helping.sg](mailto:contact@helping.sg) to inform Helping 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 Helping. 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 Home 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 Home 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 Home Service is correct, You agree to check all other relevant information relating to the price of the Home Service, which includes but is not limited to the information provided on our app and our Site at <https://www.helping.com.sg/pricing>.

11.3 If You think an invoice is incorrect, You must inform Helping 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 Helping and any content available on Helping, any Home Service that you book on the Helping platform, remains with you. Helping 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 Helping Platform or content available on the Helping 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 Helping Platform; or
- d) from your booking of a Home Service, whether based on warranty, contract, tort (including negligence), product liability or any other legal theory, and whether or not Helping 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 Helping shall be limited to the price of the relevant Event sold to You on Helping's Site and/or App.

12.3 Helping'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 Helping'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 Home 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 Home Service; and
- e) You have accounted for and secured all valuables prior to the commencement of the Home Service.
- f) Your Service Provider is a Freelance Service Provider.

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 Helpling's option), indemnify, and hold Helpling 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 Helpling platform or the content available on the Helpling 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; or
- 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 FAILED PAYMENT**

15.1 You will receive an automatic email (“Failed Payment Email”) when payment for an Event is not received by Helping, be it due to insufficient balance in your debit card or other reasons. The Failed Payment Email is to remind you to pay the amount owed for the Event (“Owed Amount”).

15.2 In the event that payment is still not made by You one (1) month after the receipt of the Failed Payment Email, Helping reserves the right to transfer Your information to a trusted third party debt collection firm for the purposes of collecting the Owed Amount.

15.3 In the event that a debt collection firm is engaged by Helping to collect payment from You, You agree to be charged a separate and additional sum of thirty percent (30%) of the Owed Amount (“Separate and Additional Sum”). For clarification, You will have to pay both the Owed Amount as well as the Separate and Additional Sum.

## **16 ENTIRE AGREEMENT**

16.1 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.

16.2 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.

## **17 OTHER IMPORTANT TERMS**

17.1 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.

17.2 You may transfer Your rights and/or obligations under these terms to another person only if we agree to this in writing.

17.3 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.

17.4 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.

17.5 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.

## 18 GOVERNING LAW AND DISPUTE RESOLUTION

- 18.1 These terms are governed by and shall be construed in accordance with the laws of the Republic of Singapore.
- 18.2 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.
- 18.3 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.
- 18.4 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.

## ADDENDUM – HELPLING WALLET

**Important** – please read these terms carefully. By using the Service (as defined below), you agree that you have read, understood, accepted and agreed with the Terms of Use. You further agree to the representations made by yourself below. If you do not agree to or fall within the Terms of Use of the Service and wish to discontinue using the Service, please do not continue using the Application (as defined below) or the Service. The Terms of Use stated herein (collectively, the “Terms of Use” or this “Agreement”) constitute a legal agreement between you (the “User”) and **Helping Singapore Private Limited** (the “Company”).

By using the Helping mobile application supplied to you by the Company’s affiliated company/ies (the “Application”), and downloading, installing or using any associated software supplied by the Company (“the Software”) which overall purpose is to enable persons seeking to establish an account with the Company and use the Helping Wallet (the “Helping Wallet” and generally, the “Service”), you hereby expressly acknowledge and agree to be bound by these Terms of Use, and any future amendments and additions to these Terms of Use as published from time to time at <https://www.helping.com.sg> or through the Application, and your continued use of the Service after any such changes, whether or not reviewed by you, shall constitute your consent and acceptance of the revised Terms of Use. Notwithstanding the foregoing, the Company will provide ten (10) business days’ notice of any changes, which the Company in its reasonable discretion

deems material, to these Terms of Use following which your continued use of the Service will be deemed to confirm your acceptance of such changes.

Consumer advisory – The Company, the holder of Helping Credits (as defined below) stored value facility, does not require the approval of the Monetary Authority of Singapore. Consumers (Users) are advised to read the terms and conditions (i.e. these Terms of Use) carefully.

## **1. USE OF THE HELPLING WALLET**

- Type of payments that can be made with the Helping Wallet:  
The Helping Wallet may be used for the sale and purchase of Helping's services PROVIDED HOWEVER that no payments in violation of the provisions of these Terms of Use, including the Acceptable Use Policy (below) shall be permitted.
- Applicable Fees and Charges: There shall be no charges levied by the Company on usage of the Helping Wallet other than as agreed with you in writing.
- User Transaction Statement:  
A full statement of User's transactions may be downloaded from the following website: <https://www.helping.com.sg>
- Fraudulent activity or stolen e-money:  
You agree to immediately notify the Company by emailing our Customer Service: [contact@helping.com.sg](mailto:contact@helping.com.sg) or by calling on the following Customer Service number Tel: 3158 3871 of any fraudulent activity or theft of funds in the Helping Wallet of which you become aware.
- The Company has the right to suspend, or later reverse, the processing of any transaction where it reasonably believes that the transaction may be fraudulent, illegal or involves any criminal activity or where the Company reasonably believes you to be in breach of the Terms of Use.

## **2. USE OF THE SERVICE**

- Payments by the Helping service may be made directly in the Helping application via the addition of a credit or debit card, or via such other method of making payment to merchants as is available in the Application, or by the use of the Helping Wallet.



- Users may choose to add any credit or debit cards into the Helping Wallet as are made available in the Application (each, together with those payments in the first bullet point a “Funding Source”).
- You agree that we may verify and authorize the Funding Source details when you first register the Funding Source with us as well as when you use the Service.
- In the case of debit or credit cards as Funding Sources, you agree that we may issue a reasonable authorization hold, which is not an actual charge against your card, in order to verify your payment method via your card. The hold may appear in your statement as “pending”. The authorization hold is issued as a preventive measure against any unauthorized or fraudulent usage of your card.
- In the event your payment through the Helping Wallet using a debit or credit card as your Funding Source is processed overseas, you will be liable for any additional charges in relation thereto.
- Your Helping Wallet will hold Singapore Dollars only.
- When you make or receive a payment, you are liable to the Company for the full amount of the payment sent to you plus any fees if the payment is later invalidated for any reason including but not limited to claims, chargebacks, or if there is a reversal of the payment. You agree to allow the Company to determine (or in the case where a debit or credit card is used as the Funding Source, to work with your debit or credit card issuer) to determine the appropriate party to incur the burden of such claims, chargebacks or reversals and where applicable to recover any amounts due to the Company by debiting your Helping Wallet.
- You shall be responsible to resolve any disputes with your debit or credit card company, or your bank in relation to payments or top-ups of your Helping Wallet on your own. The Company shall not be responsible for any such lost or misdirected payments.

### **3. HELPLING CREDITS**

- You may purchase and hold credits for the Helping Wallet (“Helping Credits”) via a Funding Source in Singapore Dollars.
- The maximum amount of Helping Credits that a User of the Helping Wallet can hold at any time is S\$2,000, or such lesser limit as is notified to you under the Application) and the total value of consumer payment transactions using the Helping Wallet in a calendar year may not exceed S\$30,000.
- If you purchase Helping Credits via any Funding Source, you are deemed to have agreed to the terms of service of the Company’s processing partners and your financial institution. You will bear all fees that may be charged by such processing partners and/or your financial institution (if any) for the payment method you have selected.

- The Company may at its sole and absolute discretion reject your request to purchase Helping Credits or reject a payment transaction, or refund a payment or other transaction, for any reason whatsoever, including without limitation, where your proposed Helping Credits purchase:
  - would cause the aggregate amount of stored value held by the Company, directly or indirectly, alone or together with any person over whom the Company has control or influence, to exceed any value permitted under the prevailing laws and regulations; or
  - would cause the amount of Helping Credits held by you (or in the case of transfers of Helping Credits, the recipient of the transfer) to exceed the respective maximum amount for the Helping Wallet detailed above or any other regulatory or risk limit prescribed for that Helping Wallet.
- All Helping Credits will only be valid for one (1) year from the date of your last purchase or spend, whichever the later. The expiry date set out in the Application shall serve as conclusive evidence of the expiry date of your Helping Credits. The Company shall have the right to deal with the expired Helping Credits in such manner as it deems fit in its absolute discretion including such Helping Credits being forfeited.
- You will not receive interest or other earnings on your Helping Credits. The Company may receive interest on amounts that the Company holds on your behalf. You agree to assign your rights to the Company for any interest derived from your Helping Credits.
- You may check your Helping Credits balance in the Application. The Helping Credits balance set out in the Application shall serve as conclusive evidence of your Helping Credits balance.
- As Helping Wallet purchases may involve credit card transactions through a financial institution, in the event of any error in such transaction which results in chargebacks from the financial institution, the Company reserves the right to clawback the amount (up to the disputed amount) from your Helping Credits or by any other way it deems fit in its sole discretion.
- The Company has the right to forfeit your Helping Credits where it reasonably believes that your use of the Service may be fraudulent, illegal or involves any criminal activity or where the Company reasonably believes you to be in breach of the Terms of Use.

#### **4. WITHDRAWAL AND TRANSFER OF HELPLING CREDITS**

- The Helping Credits for the Helping Wallet are not redeemable for cash nor are they refundable except at our absolute discretion. They cannot be resold or

transferred for value. The Helping Credits shall not be regarded, construed, or used as valuable or exchangeable instruments under any circumstances.

- You may transfer Helping Credits to, and receive Helping Credits from, other Helping Wallet Users. The Company may decide to reverse or refuse transfers of Helping Credits at any time and at its sole discretion.
- Subject to prior agreement with the Company, Business Users notified in writing may accept settlement of payments by Helping Credits direct to their designated bank account.

## **5. ESTABLISHING YOUR IDENTITY**

- The Company is required to comply with all applicable laws, regulations, notices and guidelines issued by the relevant government and regulatory authority, including the Payment Systems (Oversight) Act 2006 (Cap. 222A) of Singapore, and Notice on Prevention of Money Laundering and Countering the Financing of Terrorism – Holders of Stored Value Facilities (MAS Notice PSOA-N02), and (in relation to the provision of IRB Services, as defined below) MAS Notice 3001 on Prevention of Money Laundering and Countering the Financing of Terrorism – Holders of Money-Changer’s Licence and Remittance Licence issued by the Monetary Authority of Singapore (“MAS”).
- Pursuant to such applicable laws, regulations, notices and guidelines, Users of the Helping Wallet may be required to provide, either via the Application, or via MyInfo, to the Company such data to allow the Company to establish and verify their identity (together with, in the case of corporate account, the identity of the beneficial owners, directors or individuals with executive authority, and individuals authorised to operate the account) both at the time of opening the Helping Wallet account, at periodic intervals after opening the account, and on ongoing basis.
- You hereby acknowledge that the Company may collect such data on request, and use such data provided for the purposes of establishing your identity and implementing an ongoing monitoring program to ensure the adherence of the Company and the User to the applicable laws, regulations, notices and guidelines, together with sharing such data internally with its affiliates and with third-party outsourcees (both in Singapore and overseas), as well as in relation to transfers and reporting of such data and your transactions to the MAS, and such other government or regulatory authority as the Company may deem appropriate or as may be required under any applicable laws, regulations, notices and guidelines.
- You agree that you will cooperate in relation to any anti-money laundering and countering terrorism financing screening that is required and to assist the Company in complying with any applicable laws, regulations, notices and guidelines in place. Further you agree that you are not a Politically Exposed Person as such term is

defined under MAS Notice PSOA-N02 / MAS Notice 3001, and in the event that you become such Politically Exposed Person you agree to inform the Company immediately.

## **6. REPRESENTATIONS AND WARRANTIES**

- By using the Service, you expressly represent and warrant that you are legally entitled to accept and agree to the Terms of Use. By using the Service, you further represent and warrant that you have the right, authority and capacity to use the Service and to abide by the Terms of Use. You further confirm that all the information which you provide shall be true and accurate.
- You agree that you shall not open more than one Helping Wallet account.
- Your use of the Service is for your own sole personal use. You undertake not to authorize others to use your identity or User status, and you may not assign or otherwise transfer your User account to any other person or entity. When using the Service, you agree to comply with all applicable laws whether in Singapore or otherwise in the country, state and city in which you are present while using the Service.
- You may only access the Service using authorized means. It is your responsibility to check and ensure that you have downloaded the correct Software for your device. The Company is not liable if you do not have a compatible device or if you have downloaded the wrong version of the Software to your device. The Company reserves the right not to permit you to use the Service should you use the Application and/or the Software with an incompatible or unauthorized device or for purposes other than which the Software and/or the Application is intended to be used.
- By using the Software or the Application, you agree that:
  - You will only use the Service for lawful purposes;
  - You will only use the Service for the purpose for which it is intended to be used;
  - You will not use the Application for sending or storing any unlawful material or for fraudulent purposes;
  - You will not use the Application and/or the Software to cause nuisance, annoyance, or inconvenience;
  - You will not use the Service, the Application and/or the Software for purposes other than obtaining the Service;
  - You will not impair the proper operation of the network;
  - You will not try to harm the Service, the Application and/or the Software in any way whatsoever;

- You will not copy, or distribute the Software or other content without written permission from the Company;
- You will only use the Software and/or the Application for your own use and will not resell it to a third party;
- You will keep secure and confidential your account password or any identification we provide you which allows access to the Service;
- You will provide the Company with proof of identity as it may reasonably request or require;
- You acknowledge and agree that only one (1) Helping Wallet account can be registered on one mobile phone or other electronic device operating the Application;
- You agree to provide accurate, current and complete information as required for the Service and undertake the responsibility to maintain and update your information in a timely manner to keep it accurate, current and complete at all times during the term of this Agreement. You agree that the Company may rely on your information as accurate, current and complete. You acknowledge that if your information is untrue, inaccurate, not current or incomplete in any respect, the Company has the right but not the obligation to terminate this Agreement and your use of the Service at any time with or without notice;
- You will only use an access point or device which you are authorized to use to access the Helping Wallet;
- You shall not employ any means to defraud the Company or enrich yourself, through any means, whether fraudulent or otherwise, through any event, promotion or campaign launched by the Company to encourage new subscription or usage of the Service by new or existing customers;
- You agree that the Service is provided on a reasonable effort basis; and ○ You agree to abide by the terms of the Helping Wallet Acceptable Use Policy (below) in relation to your use of the Service.

## **7. ACCEPTABLE USE POLICY**

- You agree to assume full responsibility and liability for all loss or damage suffered by yourself, the Company or any third party as a result of any breach of the Terms of Use.
- You agree not to use the Service in such a manner that you violate any law, statute, ordinance or regulation.
- Save as permitted by the Company but subject always to applicable laws and regulations, you agree not to perform transactions using the Helping Wallet involving:

- Adult media depicting or related to illegal activity such as child pornography, rape, incest, etc.
- Airlines of all kind including but not limited to regular commercial airlines, low-cost carriers, charter and flight tour operators, private jets and helicopter taxi.
- Alcoholic products and beverages.
- Any goods or services promoting hate, violence, harm or intolerance in any form.
- Any goods or services subject to UN Security Council's sanctions.
- Automotive sales (new and used motor vehicles of any kind).
- certain credit repair, debt settlement services, credit transactions or insurance activities;
- Branded, trademarked or copyrighted goods of any kind unless the seller is the intellectual property / copyright holder or licensee.
- Circumvention services, devices or software used to circumvent the law or remove copyright protections.
- Computer technical support and IT help desks.
- Crowd sourcing and crowd financing businesses, lending clubs, offering equity or rewards of any kind.
- Cryptocurrency, Bitcoin, online currency, gaming coins, online gold and similar virtual assets.
  - Deceptive business practices such as Ponzi / pyramid schemes, multi-level marketing, guaranteed results, investment or trading courses and services.
- Essay mills, paper mills and homework services.
- Event organizers, sale/resale of tickets, event planning and related services.
- File sharing and related services.
- Financial services of any kind, such as lending, micro lending, investment schemes, escrow, collection agencies, bail bond services, debt collectors, credit aggregation, consolidation services, credit card protection and similar services.
- Flammable, explosive, pyrotechnic, toxic and hazardous materials including but not limited to fireworks, explosives, radioactive materials and substances, gunpowder.
- Foreign government entities including but not limited to embassies and consulates.
- Fortune tellers, astrology, card reading, tarot, hypnosis and similar services.
- gambling, gaming and/or any other activity with an entry fee and a prize, including, but not limited to casino games, sports betting, horse or greyhound racing, fantasy sports, lottery tickets, other ventures that facilitate gambling, games of skill (whether or not legally defined as gambling) and sweepstakes;

- Government, law enforcement and military issued items including but not limited to uniforms, badges, decorations, unless historical and/or clearly not genuine or official (e.g. toys).
- Healthcare, pharmaceuticals, supplements, nutritional products of any kind, medical supplies of any kind.
- Hotels and accommodation services of any kind (such as hostels, apartments, serviced apartments, motels, resorts, villas).
- Human parts of any kind, including but not limited to organs, body parts, human remains, body fluids, stem cells, embryos.
- Illegal drugs, tobacco or health products. Substances designed to mimic the effects thereof. Related accessories and products used to create or consume them such as bong, hookahs and similar devices.
- Items that encourage, promote, facilitate or instruct others to engage in illegal activity;
- Items that infringe or violate any copyright, trademark, right of publicity or privacy or any other proprietary right under the laws of Singapore or any jurisdiction;
- Jewelry, gems, stones and precious metals.
- Legal and tax consultancy, bankruptcy and any similar services.
- Money service businesses such as remittance, transfer, money orders, prepaid gift cards, stored value facilities, quasi-cash, foreign exchange of currencies and similar services (other than in relation to the IRB Services detailed in section 20 below).
- Narcotics, steroids, certain controlled substances or other products that present a risk to consumer safety;
- No-value-added services of any kind, including but not limited to resale of government offerings without authorization or added value, services that are unfair, deceptive, or predatory towards consumers.
- Offering or receiving payments for the purpose of bribery or corruption; or
- Oil and gas, petroleum and derived products.
- Political, religious, spiritual, charitable and non-profit organizations of any kind.
- Prepaid phone cards, phone services, and cell phones.
- Private medical practices and e-doctors.
- Products of wildlife trafficking, illegal hunting and poaching of endangered species such as marine mammals, shark fins, rhino horns, ivory, deer musk, bear bile, tiger penis, and any similar products.
- Property sharing, timeshares, house-swapping, sub-letting, bed & breakfast and similar businesses.
- Sale of animals or pets of any kind.
- Sale of social media activity, click farms including but not limited to sale of Facebook likes, Twitter followers, YouTube views.

- Sexually oriented materials or services.
- Spas, relaxation and massage services.
- Stolen goods including unlawfully acquired or copied digital and virtual goods.
- Subscriptions, memberships, free trials and any similar business models where a purchase is conditioned by a subscription.
- The personal information of third parties in violation of Singapore law.
- The sale of travelers' cheques or money orders.
- The sales of products or services identified by Singapore government agencies to have a high likelihood of being fraudulent or to be being transacted by the User in violation of Singapore law.
- Tobacco products, cigarettes, cigars, electronic cigarettes and related products (such as spare parts and recharges).
- Unlicensed travel agents.
- Weapons of any kind including firearms, ammunition, knives, nunchakus and related products, parts or accessories thereof. Weapons or knives regulated under Singapore law. Toys, gift and replicas of any kind resembling closely any of such items.

## **8. TAXES**

- You agree that this Agreement shall be subject to all prevailing statutory taxes, duties, fees, charges and/or costs, however denominated, as may be in force and in connection with any future taxes that may be introduced at any point of time.
- You further agree to use your best efforts to do everything necessary and required by the relevant laws to enable, assist and/or defend the Company to claim or verify any input tax credit, set off, rebate or refund in respect of any taxes paid or payable in connection with the Service supplied under this Agreement.
- You agree that details of your Helping Wallet account and all transactions thereunder may be provided on request to any tax authorities either in Singapore or overseas where the purpose of such request is the lawful payment of tax obligations and/or the identification of assets for taxation.

## **9. LICENSE GRANT & RESTRICTIONS**

- The Company, its affiliates and its licensors, where applicable hereby grant you a revocable, non-exclusive, non-transferable, non-assignable, personal, limited license to use the Application and/or the Software, subject to the Terms of Use



herein. All rights not expressly granted to you are reserved by the Company and its licensors.

- You hereby agree that you shall not:
  - license, sublicense, sell, resell, transfer, assign, distribute or otherwise commercially exploit or make available to any third party the Application and/or the Software in any way;
  - modify or make derivative works based on the Application and/or the Software;
  - create internet “links” to the Application or “frame” or “mirror” the Software on any other server or wireless or internet-based device;
  - reverse engineer or access the Software in order to (a) build a competitive product or service, (b) build a product using similar ideas, features, functions or graphics of the Application and/or the Software, or (c) copy any ideas, features, functions or graphics of the Application and/or the Software;
  - launch an automated program or script, including, but not limited to, web spiders, web crawlers, web robots, web ants, web indexers, bots, viruses or worms, or any program which may make multiple server requests per second, or unduly burdens or hinders the operation and/or performance of the Application and/or the Software;
  - use any robot, spider, site search/retrieval application, or other manual or automatic device or process to retrieve, index, “data mine”, or in any way reproduce or circumvent the navigational structure or presentation of the Service or its contents;
  - post, distribute or reproduce in any way any copyrighted material, trademarks, or other proprietary information without obtaining the prior consent of the owner of such proprietary rights; or
  - remove any copyright, trademark or other proprietary rights notices contained in the Service.
- You may use the Software and/or the Application only for your personal, non-commercial purposes and shall not use the Software and/or the Application to:
  - send spam or otherwise duplicative or unsolicited messages;
  - send or store infringing, obscene, threatening, libelous, or otherwise unlawful or tortious material, including but not limited to materials harmful to children or violative of third party privacy rights;
  - send material containing software viruses, worms, trojan horses or other harmful computer code, files, scripts, agents or programs;
  - interfere with or disrupt the integrity or performance of the Software and/or the Application or the data contained therein;
  - attempt to gain unauthorized access to the Software and/or the Application or its related systems or networks;
  - impersonate any person or entity or otherwise misrepresent your affiliation with a person or entity; or

- engage in any conduct that could possibly damage the Company's reputation or amount to being disreputable.

## **10. INTELLECTUAL PROPERTY OWNERSHIP**

- The Company and its affiliates, where applicable, shall own all right, title and interest, including all related intellectual property rights, in and to the Software and/or the Application and by extension, the Service and any suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by you or any other party relating to the Service.
- These Terms of Use do not constitute a sale agreement and do not convey to you any rights of ownership in or related to the Service, the Software and/or the Application, or any intellectual property rights owned by the Company and/or its licensors.
- The Company's name, the Company's logo, the Service, the Software and/or the Application and the third-party merchants or transportation providers' logos and the product names associated with the Software and/or the Application are trademarks of the Company and/or its affiliates or third parties, and no right or license is granted to use them.
- For the avoidance of doubt, the term the "Software" and the "Application" herein shall include its respective components, processes and design in its entirety.

## **11. DATA PRIVACY & PERSONAL DATA PROTECTION POLICY**

- You agree and consent to the Company collecting, using, disclosing and processing your Personal Data for the Purposes and in the manner as identified hereunder.
- For the purposes of this Agreement, "Personal Data" means information about you, from which you are identifiable, directly or indirectly, including but not limited to your name, identification card number, birth certificate number, passport number, nationality, address, telephone number, credit or debit card details, race, gender, date of birth, email address, any information about you which you have provided to the Company by any means and/or any information about you that has been or may be collected, stored, used and processed by the Company.
- The provision of your Personal Data is voluntary. However, if you do not provide the Company your Personal Data, your request for the Application may be incomplete and the Company will not be able to process your Personal Data for the

Purposes outlined below and may cause the Company to be unable to allow you to use the Service.

- The Company may collect, use, disclose and process your Personal Data for business and activities of the Company which shall include, without limitation the following (the “Purposes”):
  - to perform the Company’s obligations in respect of any contract entered with you;
  - to provide you with any services pursuant to the Terms of Use herein;
  - process, manage or verify your application for the Service pursuant to the Terms of Use herein;
  - to validate and/or process payments pursuant to the Terms of Use herein;
  - to process any refunds, rebates and or charges pursuant to the Terms of Use herein;
  - to facilitate or enable any checks as may be required pursuant to the Terms of Use herein;
  - to develop, enhance and provide what is required pursuant to the Terms of Use herein to meet your needs;
  - for internal administrative purposes, such as auditing, data analysis, database records;
  - for purposes of detection, prevention and prosecution of crime including in relation to its obligations under any applicable laws, regulations, guidelines or notices issued by any government or regulatory authority (whether in Singapore or overseas);
  - for the Company to comply with its obligations any applicable laws, regulations, guidelines or notices issued by any government or regulatory authority (whether in Singapore or overseas including disclosing such Personal Data to Singapore and overseas law enforcement agencies or courts);
  - to respond to questions, comments and feedback from you;
  - in accordance with any applicable laws permitting the use, collection, disclosure and processing of Personal Data,

provided that in the event your data is shared with an external third party, such third party shall be contractually obliged to provide no less protection for that data than the Company.

- In addition to the above, the Company may wish to communicate with you either by email, telephone or text message in relation to the following matters (the “Marketing Purposes”):

- to process your participation in any events, promotions, activities, focus groups, research studies, contests, promotions, polls, surveys or any productions and to communicate with you regarding your attendance thereto;
- to send you alerts, newsletters, updates, mailers, promotional materials, special privileges, festive greetings from the Company, its partners, advertisers and or sponsors;
- to notify and invite you to events or activities organized by the Company, its partners, advertisers, and or sponsors; and/or
- to share your Personal Data amongst the companies within the Company's group of companies comprising the subsidiaries, associate companies and or jointly controlled entities of the holding company of the group (the "Group") and with the Company's and Group's agents, third party providers, developers, advertisers, partners, event companies or sponsors who may communicate with you for any reasons whatsoever.
- If you do not consent to the Company processing your Personal Data for any of the Marketing Purposes, or if you have any queries about your personal data, or if any of the Personal Data that you have provided to us changes, for example, if you change your e- mail address, telephone number, payment details or if you wish to cancel your account or withdraw your permission to receive communications, please notify the Company via email at [contact@helpling.sg](mailto:contact@helpling.sg).
- The Company will, to the best of its abilities, effect such changes as requested within fourteen (14) working days of receipt of such notice of change.
- The Company reserves the right to transfer your Personal Data to its affiliates and outsourcees (whether in Singapore or overseas) for the purpose of the use of such data in the operations of the Helping Wallet stored value facility that are provided to the Company by such affiliates or outsourcees.

## **12. THIRD PARTY INTERACTIONS**

- During use of the Service, you may enter into correspondence with, purchase goods and/or services from, or participate in promotions of third-party providers, advertisers or sponsors showing their goods and/or services through the Service, the Software and/or the Application.
- Any such activity, and any terms, conditions, warranties or representations associated with such activity, is solely between you and the applicable third-party.
- The Company and its affiliates and licensors shall have no liability, obligation or responsibility for any such correspondence, purchase, transaction or promotion between you and any such third-party.

- The Company does not endorse any applications or sites on the Internet that are linked through the Service, the Application and/or the Software, and in no event, shall the Company, its licensors or the Group be responsible for any content, products, services or other materials on or available from such sites or third-party providers.
- The Company provides the Service to you pursuant to the Terms of Use. You recognize, however, that certain third-party providers may require your agreement to additional or different terms of use prior to your use of or access to such services, and the Company is not a party to and disclaims any and all responsibility and/or liability arising from such agreements between you and the third-party providers.
- A person who is not a party to the Terms of Use has no right under the Contracts (Rights of Third Parties) Act (Chapter 53B) to enforce any term of this Terms of Use.

### **13. INDEMNIFICATION**

- By agreeing to the Terms of Use upon using the Service, you agree that you shall defend, indemnify and hold the Company, its licensors and each such party's parent organizations, subsidiaries, affiliates, officers, directors, members, employees, attorneys and agents harmless from and against any and all claims, costs, damages, losses, liabilities and expenses (including attorneys' fees and costs and/or regulatory action) arising out of or in connection with:
  - your use of the Service, the Software and/or the Application in your dealings with the third-party merchants, transportation providers, third party providers, partners, advertisers and/or sponsors;
  - your violation or breach of any of the Terms of Use or any applicable law or regulation, whether or not referenced herein;
  - your violation of any rights of any third party;
  - your misuse of the Service, the Software and/or the Application.

### **14. LIMITATION OF LIABILITY**

- The Company makes no representation, warranty or guarantee as to the reliability, timeliness, quality, suitability, availability, accurate or completeness of the Service, the Application and/or the Software.
- The Company does not represent or warrant that:

- The use of the Service, the Application and/or the Software will be secure, timely, uninterrupted or error-free or operate in combination with any other hardware, software, system or data;
- The Service and/or Rewards will meet your requirements or expectations;
- Any stored data will be accurate or reliable;
- The quality of any products, services, information, rewards or another material purchased or obtained by you through the Application will meet your requirements or expectations;
- Errors or defects in the Application and/or the Software will be corrected; or
- The Application or the Server that make the application available are free of viruses or other harmful components.
- The Service and Rewards (as defined below) are provided to you strictly on an “as is” basis.
- All conditions, representations and warranties, whether express, implied, statutory or other, including without limitation, any implied warranty of merchantability, fitness for a particular purpose, or non-infringement of third party rights, are here excluded and disclaimed to the highest and maximum extent allowed under Singapore law.
- The Service, the Application and/or the Software may be subject to limitations, delays and other problems inherent in the use the internet and electronic communications including the device used by you or other Helping Wallet Users being faulty, not connected, out of range of mobile signals or functioning incorrectly. The Company is not responsible for any delays, delivery failures, damages or losses resulting from such problems.
- To the fullest extent permitted by law, the Company shall not be liable for any claim, loss, damage, data loss, costs or expenses incurred (whether direct or consequential), suffered or sustained by you arising from or in connection with you use of the Service, the Application and/or the Software.

## **15. TERMINATION**

- Either the Company or you may terminate this Agreement on one month’s notice in writing to the other.
- You hereby agree that this Agreement shall terminate immediately in the event that you are:
  - declared bankrupt, insolvent or enter into liquidation or such other scheme of arrangement or administration; or
  - found in default of your debt obligations to a licensed bank by a Singapore court;
  - deceased.

- In the event of any of the above, the Company reserves the right to deal with any such trustee, executive or representative of the Singapore courts as in its sole discretion is considers appropriate in relation to the administration of any outstanding balance of Credits in the Helping Wallet.
- You hereby agree that the Company is entitled to terminate this Agreement immediately in the event that you are found to be in breach of any of the terms stipulated in this Agreement.
- Any outstanding amounts in the Helping Wallet will be paid to you by the Company.

## **16. COMPLAINTS ABOUT USE OF THE SERVICE**

- Users are invited to contact the Company in the first instance in the event they wish to make a complaint about the use of the Service either via the following Customer Service line: Tel: 3158 3871 or via email: [contact@helping.com.sg](mailto:contact@helping.com.sg)
- You agree to raise any complaints and disputes about incorrect Service within one month of the transaction for payment of goods and services or within seven days of the person to person transfer of Helping Credits, or of you becoming aware of the fraudulent usage of the Helping Wallet, whichever is earlier.

## **17. NOTICES**

- The Company may give notice by means of a general notice on the Application, or by electronic mail to your email address in the records of the Company, or by written communication sent by registered mail or pre-paid post to your address in the record of the Company. Such notice shall be deemed to have been given upon the expiration of 48 hours after mailing or posting (if sent by registered mail or pre-paid post) or 1 hour after sending (if sent by email).
- You may give notice to the Company (such notice shall be deemed given when received by the Company) by letter sent by courier or registered mail to the Company using the contact details as provided in the Application.

## 18. ASSIGNMENT

- This Agreement as constituted by the Terms of Use as modified from time to time may not be assigned by you without the prior written approval of the Company but may be assigned without your consent by the Company.
- Any purported assignment by you in violation of this section shall be void.

## 19. GENERAL

- This Agreement shall be governed by Singapore law, without regard to the choice or conflicts of law provisions of any jurisdiction, and any disputes, actions, claims or causes of action arising out of or in connection with the Terms of Use or the Service shall be referred to the Singapore International Arbitration Centre (“SIAC”), in accordance with the Rules of the SIAC as modified or amended from time to time (the “Rules”) by a sole arbitrator appointed by the mutual agreement of the parties (the “Arbitrator”). If parties are unable to agree on an arbitrator, the Arbitrator shall be appointed by the President of SIAC in accordance with the Rules. The seat and venue of the arbitration shall be Singapore, in the English language and the fees of the Arbitrator shall be borne equally by the parties, provided that the Arbitrator may require that such fees be borne in such other manner as the Arbitrator determines is required in order for this arbitration clause to be enforceable under applicable law.
- No joint venture, partnership, employment, or agency relationship exists between you, the Company or any third-party provider as a result of the Terms of Use or use of the Service.
- If any provision of the Terms of Use is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall be enforced to the fullest extent under law. This shall, without limitation, also apply to the applicable law and jurisdiction as stipulated above.
- The failure of the Company to enforce any right or provision in the Terms of Use shall not constitute a waiver of such right or provision unless acknowledged and agreed to by the Company in writing.
- The Terms of Use comprises the entire agreement between you and the Company and supersedes all prior or contemporaneous negotiations or discussions, whether written or oral (if any) between the parties regarding the subject matter contained herein.