

THIS **CLEANING AGREEMENT** is made and consider executed on the date on which the Annexure is received by the Customer and between the Parties indicated in such Annexure (the "**Agreement**").

WHEREAS

- A.** Helping operates and manages the Website through which the Customer can find suitable, tested cleaning providers based on location and timing and book a home cleaning appointment by submitting a Booking Request. The role of Helping is that of a Website operator, manager of the Database, and third party facilitator of contracts and invoicing agent between the Customer and the Cleaning Service Provider.
- B.** Under no circumstances does Helping provide any Cleaning Services for Customers.
- C.** Once a Booking Request has been submitted, Helping assigns the Booking Request to a Cleaning Service Provider, and once the Booked Services have been completed, Helping issues an invoice on behalf of the Selected Service Provider to the Customer and engages the Payment Service Provider to collect payment in the name and for the Selected Service Provider of the Booked Service Fee from the Customer.
- D.** The Customer has registered with the Website and desires to find a relevant cleaning service provider, which is also registered on the Website and engage the Selected Service Provider's cleaning services by booking the Booked Service through the Website.
- E.** The Selected Service Provider is a Cleaning Service Provider and is fully qualified and possesses the appropriate licenses in the Emirate of Dubai and in the UAE to carry out the Booked Services and has accepted the Customer's Booking Request assigned by Helping.
- F.** The Parties wish to enter into this Agreement for the purposes of setting forth their obligations connection with the provision of the Booked Services.

NOW THEREFORE in consideration of the mutual covenants contained herein the Parties agree as follows:

1. DEFINITIONS

- 1.1. For the purpose of this Agreement, the following terms shall have the meanings as set out below:

"Agreement" means this Agreement together with any schedules or Annexures hereto, which may be amended from time to time as agreed between the Parties in writing;

"Annexure" means the email received by the Customer confirming the Booking Request made via the Website and/or the email received by the Selected Service Provider confirming acceptance of the Customer's submitted Booking Request, both of which form an integral part of this Agreement;

"Booked Services" means the cleaning services the Customer has requested via the Website through the Booking Request that the Selected Service Provider has agreed to provide by accepting the Booking Request and shall include the rectification services, if any, the Selected Service Provider may be obligated to provide resulting from a Customer Dispute in accordance with the terms of this Agreement;

“Booked Service Duration” means the amount of time indicated in the Booking Request;

“Booked Service Fee” means the total fee payable by the Customer for the Booked Services as requested by the Customer in the Booking Request;

“Booked Service Location” means the address provided by the Customer in the Booking Request, where the Booked Services will be carried out;

“Booking Request” means the reservation made by the Customer on the Website for the Booked Services to be carried out at a particular date, time, and location and which stipulates the Booking Service Fees and Cleaning Product Fee;

“Cancellation Fee” means a cancellation fee in an amount equal to one hour’s worth of Booked Services payable by the Customer for any cancellation made within twenty-four (24) hours of the Scheduled Booking Time.

“Claim” shall mean any and all present and future claims, actions, demands and rights whatsoever arising out of, or in connection with the Booking Request and/or the Booked Services including but not limited to any claim for damages, complaints, actions, suits, causes of action or proceedings, arbitrations, debt dues, costs and expenses (including legal costs and expenses), demands, verdicts or judgments arising out of, or in connection to, any provisions under the laws of the UAE, awards, orders or determinations whether or not known at the date of this Agreement;

“Cleaning Products and Equipment” means the cleaning products and equipment pre-approved by Helpling and required by the Selected Service Provider to complete the Booked Services pursuant to the Booking Request;

“Cleaning Product Fee” means the additional fee paid by the Customer when electing to have the Selected Service Provider provide its own Cleaning Products and Equipment to complete the Booked Service pursuant to the Booking Request;

“Cleaning Service Provider” means a company listed on the Database that will provide the Booked Services to the Customer;

“Customer” means any person who has registered with the Website, submitted a Booking Request and is entering into this Agreement and any other related agreement as required;

“Customer Dispute” means any dispute raised by the Customer through the Website within the Dispute Period concerning the provision of Booked Services by the Selected Service Provider.

“Database” means a database of Helpling approved Cleaning Service Providers that will provide the Booked Services to the Customer in accordance with the terms of this Agreement;

“Dispute Period” means a twenty-four (24) hour period following the completion of the Booked Services available to the Customer to raise a dispute concerning the provision of the Booked Services by the Selected Service Provider;

“Helpling” means Helpling.ae, registered as Lotus Internet Services FZE which operates and manages an online platform existing on the Website;

“Industry Standard” means the minimum standard that a competent and professional service provider would be reasonably expected to maintain;

“Parties” means the Customer and the Selected Service Provider and **“Party”** shall mean either of the Parties;

“Payment Service Provider” means the third party service and payment institution selected to collect the Booked Service Fee and Cleaning Product Fee;

“Person” means any natural person, corporation, body corporate, joint venture, association, syndicate, trust or unincorporated organization and any trustee, executor, administrator or other legal representative of these;

“Scheduled Booking Time” means the time and date the services under the Booking Request are to be undertaken by the Cleaning Service Provider;

“Selected Service Provider” means the Cleaning Service Provider identified in the Annexure; and

“Website” means www.helping.ae and associated Helping mobile phone applications.

2. TERMS OF ENGAGEMENT

- 2.1. The Customer hereby engages the Selected Service Provider to perform the Booked Services in accordance with the terms and conditions set forth in this Agreement.
- 2.2. The Selected Service Provider shall perform the Booked Services in accordance with the Booking Request and any instructions from the Customer to ensure that the results of the Booked Services are satisfactory to the Customer.
- 2.3. This Agreement shall be valid for the period as set out in Clause 9.2, commencing from the date on which the Annexure is received by the Customer.

3. BOOKINGS

- 3.1. **Booking Request.** The Customer confirms that it has booked cleaning services online through the Website by submitting a Booking Request in accordance with the procedures established by the Website.
- 3.2. **Acceptance of Booking Request.** The Cleaning Service Provider confirms that it has accepted and will perform the Booked Services in accordance with the Booking Request received through the Website.

4. PAYMENT

- 4.1. The Customer authorizes and directs the Payment Service Provider to automatically process the Customer’s credit card in an amount equal to the Booked Service Fee and, if applicable, the Cleaning Product Fee after the provision of the Booked Services by the Selected Service Provider.

5. OBLIGATIONS OF THE SELECTED SERVICE PROVIDER

- 5.1. **Performance of Booked Services.** In providing the Booked Services to the Customer, the Selected Service Provider shall:

- (a) Complete the Booked Services with reasonable care and skill;
- (b) Take all reasonable steps to avoid any loss and/or damage to the property of the Customer;
- (c) Complete the Booked Services to the best of its ability and in accordance with Industry Standard;
- (d) Utilize the Booked Service Duration to the best of their ability to efficiently and effectively achieve the desired result of the Customer as much as possible; and
- (e) Deliver the Booked Services in accordance with the Booking Request.

- 5.2. **Cleaning Products and Equipment.** Unless the Customer has elected otherwise at the time of making the Booking Request, the Selected Service Provider shall provide all Cleaning Products and Equipment necessary to effectively complete the Booked Services.
- 5.3. **Insurance.** The Cleaning Service Provider shall obtain and maintain all insurances necessary, including without limitation third party liability insurance, to ensure that it has sufficient coverage to cover any foreseeable damage and harm which might result from the provision of the Booked Services by the Selected Service Provider.

6. OBLIGATIONS OF THE CUSTOMER

- 6.1. The Customer shall ensure the Selected Service Provider is able to perform the Booked Services in accordance with the Booking Request and is not hindered from doing so by anything directly within the control of the Customer.
- 6.2. If the Customer has elected to provide its own cleaning products and cleaning equipment, the Customer shall ensure that the cleaning products and cleaning equipment are ready and available to the Selected Service Provider at the time of commencement of the Booked Services.
- 6.3. The Customer shall take all reasonable steps to provide a safe workplace for the Selected Service Provider.
- 6.4. The Customer shall be responsible for notifying the Selected Service Provider through Helping of any damage caused by the Cleaning Service Provider as soon as practicable, but in any event no later than twenty-four (24) hours following the completion of the Booked Services.
- 6.5. The notification at paragraph 6.4 above shall be provided by the Customer in writing and in the form of a Customer Dispute through the Website.
- 6.6. The Customer undertakes not to circumvent the use of the Website by entering into any direct transaction with the Selected Service Provider for future cleaning services.
- 6.7. The Customer further undertakes to immediately inform Helping if the Selected Service Provider solicits business transaction with the Customer directly.

7. CUSTOMER DISPUTES

- 7.1. In case of complaints or alleged damages, the Customer shall raise a Customer Dispute within the Dispute Period.
- 7.2. In the event of a Customer Dispute:

- (a) If related to the performance of the Booked Services by the Selected Service Provider, the Selected Service Provider shall return to Booked Service Location at a time acceptable to the Customer to complete or rectify the Booked Services to a reasonably satisfactory standard.
 - (b) If related to alleged damages to goods or belonging of the Customer, the Selected Service Provider shall investigate the matter and in good faith try to resolve the Customer Dispute within a 30 days period from notice of the alleged damages.
- 7.3. No additional Booked Service Fees will be charged by the Selected Service Provider to the Customer in carrying out the rectification of a Customer Dispute.
- 7.4. Helping may, in its sole discretion, help facilitate a suitable time between the Parties for the Selected Service Provider to return to the Booked Service Location to rectify the Booked Services to a reasonable standard.

8. CHANGES, CANCELLATIONS AND REFUNDS

8.1. Cancellations and Amendments by the Customer

- 8.1.1. The Customer shall be permitted to cancel or amend a Booking Request on the Website, free of charge, any time up to twenty-four (24) hours before the Scheduled Booking Time.
- 8.1.2. Helping will notify the Selected Service Provider of any cancellation or amendment of a Booking Request as soon as practicable.
- 8.1.3. If the Customer cancels or amends a Booking Request within the twenty-four (24) hour period before the Scheduled Booking Time, the Customer will be charged a Cancellation Fee.
- 8.1.4. The Customer agrees that Helping will instruct the Payment Service Provider to deduct the Cancellation Fee from the Customer's credit card in case of cancellation within a twenty-four (24) hours period prior to the Scheduled Booking Time.

8.2. **Cancellation of Booked Services by the Cleaning Service Provider.** In the event the Selected Service Provider is unable to complete an accepted Booking Request at the Scheduled Booking Time, the Selected Service Provider shall notify Helping as soon as practicable prior to the Scheduled Booking Time to allow for the arrangement of a suitable replacement Cleaning Service Provider.

8.3. **Refunds.** Should the Customer be entitled to a refund as a result of a breach of this Agreement by the Selected Service Provider, such a refund shall be paid back directly to the Customer by the Selected Service Provider.

9. EFFECTIVE DATE, TERM AND TERMINATION

- 9.1. **Effective Date.** This Agreement shall become effective on the date on which the Annexure is received by the Customer.
- 9.2. **Term.** The term of this Agreement shall commence on the Effective Date and will continue until terminated in conjunction with Clauses 9.3., 9.4., and 9.5. below.
- 9.3. **Election to Terminate.** Either Party may terminate this Agreement on written notice to the other Party following a material breach of this Agreement by such Party.
- 9.4. **Automatic Termination.** If the Booking Request is cancelled in accordance with Clause 8 above, this Agreement shall simultaneously be terminated, always provided payment of all

outstanding fees (if these apply according to the terms of this Agreement) have been received.

- 9.5. **Termination Following Completion of the Booked Services.** This Agreement shall terminate immediately upon the fulfilment of both Parties obligations under the Agreement.

10. LIMITATION OF LIABILITY

- 10.1. **Liability for Breach of the Agreement.** The Parties shall remain liable for any breach of this Agreement at all times having all legal remedies available to them under the laws of the Emirate of Dubai and the applicable federal laws of the UAE.
- 10.2. **Exclusion of Helping Liability.** The Customer understands and agrees that Helping is not providing any service under this Agreement and it is only the operator of the Website used to book the services. Accordingly, Helping shall have no liabilities whatsoever arising out of or in relation to this Agreement, and all Claims arising out of, or in relation to, the Agreement shall be solely between the Parties.

11. INDEMINIFICATION

- 11.1. The Parties shall immediately upon demand, indemnify Helping for any damage (including, without limitation legal costs to defend the claim) suffered by Helping in relation to this Agreement.

12. GENERAL PROVISIONS

- 12.1. **Currency.** All amounts payable pursuant to this Agreement are expressed in, and shall be paid in Arab Emirates Dirhams, the legal currency of the UAE.
- 12.2. **Waivers.** Any purported waiver of any default, breach or non-compliance under this Agreement is not effective unless in writing and signed either manually or electronically by the Party to be bound by the waiver.
- 12.3. **Severability**
- 12.3.1. If any provision or part of any provision of this Agreement shall be, or be found by any authority or court of competent jurisdiction to be, invalid or unenforceable, such invalidity or unenforceability shall not affect the other provisions or parts of such provisions of this Agreement which shall remain in full force and effect.
- 12.3.2. In the event that any such provision or part of such provision is found to be void or unenforceable, the Parties shall negotiate in good faith in order to agree the terms of a mutually satisfactory provision achieving as nearly as possible the same commercial effect to be substituted for such provision or part of such provision.
- 12.4. **Notices.** Any notice required or permitted to be given under this Agreement shall be in writing and shall be deemed received if personally delivered, delivered by electronic transmission, or mailed by prepaid registered mail, addressed as set forth in the Annexures
- 12.5. **Amendment.** No amendment of this Agreement will be effective unless made in writing and signed by the Parties either in writing or electronically.
- 12.6. **Entire Agreement**

- 12.6.1. This Agreement constitutes the entire agreement between the Parties pertaining to the subject matter of this Agreement and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written.
- 12.6.2. No undertaking, promise, duty, obligation, covenant, term condition, representation, warranty, certification or guarantee shall be deemed to have been given or implied from anything said or written in negotiations between the Parties prior to the execution of this Agreement nor shall any Party have any remedy in respect of any untrue statement made to it prior to the date of this Agreement by any other Party unless such statement is expressly set forth in this Agreement.
- 12.7. **Counterparts.** This Agreement may be signed in one or more counterparts, each of which so signed shall be deemed to be an original, and such counterparts together shall constitute one and the same instrument. Notwithstanding the date of execution or transmission of any counterpart, each counterpart shall be deemed to have the effective date first written above.
- 12.8. **Sections and Headings.** The division of this Agreement into Articles and Sections and the insertion of headings are for convenience of reference only and shall not affect the interpretation of this Agreement. Unless otherwise indicated, any reference in this Agreement to an Article, Section or a Schedule refers to the specified Article or Section of, or Schedule to this Agreement

13. GOVERNING LAW AND JURISDICTION

- 13.1. This Agreement shall be interpreted in accordance with the laws of the Dubai International Financial Centre (DIFC) and the applicable Federal Laws of the United Arab Emirates, and any dispute arising from or in connection with this Agreement, including any issues concerning responsibility, liability or limitations of liability, shall be determined in accordance with the DIFC laws and the applicable Federal laws of the United Arab Emirates.
- 13.2. The courts of the Dubai International Financial Centre (DIFC) shall have exclusive jurisdiction in relation to any claim or dispute which may arise out of or in connection with this Agreement.
- 13.3. However, In cases where neither the claim nor any counterclaim exceeds the sum of AED100,000 (Arab Emirates Dirhams One Hundred Thousand) the dispute shall be referred to the jurisdiction of the DIFC Small Claims Tribunal.