



## Website Terms of Use and Conditions

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## RECITALS

- A. Helping UAE (“**Helping**” or “**Helping.ae**”) registered as **Lotus Internet Services FZE** operates and manages an online platform at [www.helping.ae](http://www.helping.ae) (the “**Website**”) through which a customer (the “**Customer**”) can book a home cleaning appointment by submitting a Booking Request.
- B. Once a Booking Request has been submitted, Helping then assigns via an algorithm the Booking Request to the most suitable cleaning service provider ( the “**Cleaning Service Provider**”) from its database (the “**Database**”).
- C. Once assigned, the Cleaning Service Provider is permitted to accept or reject the Booking Request. Once Booked Services have been completed, Helping issues an invoice to the Customer on behalf of the Cleaning Service Provider. Once issued, the Payment Service Provider collects payment of the Booked Service from the Customer.
- D. 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. Under no circumstances does Helping provide any Cleaning Services for Customers; and
- E. Before using the Website, you will check the Terms and Conditions of Use (“**Terms and Conditions of Use**”) carefully and confirm your knowledge and acceptance of the same. Your acceptance of the Terms and Conditions of Use is a prerequisite for the use of the Website and shall be the entire agreement between you and Helping (the “**Agreement**”). The Terms and Conditions of Use may be saved and printed from the browser.

**NOW THEREFORE**, you and Helping agree as follows:

### 1. Definitions and Interpretation

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

“**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 the Cleaning Agreement;

“**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 Booked Service Fees and Cleaning Product Fee;

“**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;

“**Booked Services**” means the cleaning services the Customer has requested via the Website through 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;

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

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

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

**“Intellectual Property Rights”** means all intellectual and industrial property relating to Helping including the Website, all works in which copyright subsists or may subsist, designs, drawings, industrial designs, technical information, models, specifications, prototypes, patents, applications for patents, trade secrets, confidential information and know-how, trademarks, trade-names, discoveries and inventions, and integrated circuit topographies;

**“Parties”** means you and Helping jointly and **“Party”** means you or Helping individually.

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

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

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

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

**“Website”** means [www.helping.ae](http://www.helping.ae) and associated Helping mobile phone applications;

**“you”**, **“your”** means you as the user of the Website and as a party to this Agreement.

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

- (a) headings are for convenience only and do not affect its interpretation or construction;
- (b) the singular includes the plural and vice versa;
- (c) references to recitals, clauses, subclauses, paragraphs, annexures or schedules are references to recitals, clauses, subclauses, paragraphs, annexures and schedules of or to these Terms and Conditions of Use;
- (d) words importing a gender include other genders;
- (e) the word “person” means a natural person and any association, body or entity whether incorporated or not;
- (f) where any word or phrase is defined, any other part of speech or other grammatical form of that word or phrase has a cognate meaning;
- (g) a reference to any statute, proclamation, rule, code, regulation or ordinance includes any amendment, consolidation, modification, re-enactment or reprint of it or any statute, proclamation, rule, code, regulation or ordinance replacing it;

- (h) all monetary amounts are in United Arab Emirates currency;
- (i) a reference to time refers to UTC +4 hours;
- (j) "includes" is not a word of limitation;
- (k) no rule of construction applies to the disadvantage of a party because these Terms and Conditions of Use are prepared by (or on behalf of) that party;
- (l) a reference to any thing is a reference to the whole and each part of it;
- (m) a reference to a group of persons is a reference to all of them collectively and to each of them individually; and
- (n) a reference to a document includes all amendments or supplements to, or replacements or novations of, that document.

## 2. COVID-19 Self Health Declaration

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By booking your services with Helping, you hereby confirm that

- You do not have any flu-like symptoms such as fever, cough, sore throat, etc.
- You have not travelled internationally in the next 14 days
- You have not contacted anyone with COVID-19 in the last 14 days"

## 3. Terms and Conditions of Use

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3.1. Access to and use of this Website is governed by these Terms and Conditions of Use.

3.2. Helping may periodically review the Terms and Conditions of Use and reserves the exclusive right to change the Terms and Conditions of Use, without any prior notice to you, by updating the Agreement. You should review this Agreement, as available on the Website, regularly as any changes to the Terms and Conditions of Use take immediate effect from the date of the publication of this Agreement on the Website. Your continued use of the Website after any such publication of the amended Terms and Conditions of Use will be deemed to constitute your acceptance of those changes.

3.3. You acknowledge that any hyperlinks or other redirection tools taking you to other websites or links operated by third parties that appear on the Website ("**Third Party Site**") are not operated by Helping and do not form part of the Website or the Agreement. You agree that you will not hold Helping liable or in any way accountable for anything that occurs on any Third Party Site.

## 4. Acceptance

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4.1. In order to use this Website and make a Booking Request, you must first agree to the Terms and Conditions of Use.

4.2. You accept the Terms of Use by:

- (a) creating a User Profile (as defined below) with the Website; and (b) clicking to accept/agree to the Terms and Conditions of Use.

4.3. To create a User Profile, you are required to fill out Helping's online registration form and send your completed form by clicking on the corresponding button after acknowledging your agreement to the Terms and Conditions of Use. Once completed, Helping will send you an email confirmation containing the details of your User Profile.

- 4.4. Notwithstanding clause 3.2, you may not accept the Terms and Conditions of Use or access the Website if:
- (a) you are not of legal age to form a binding contract with Helping; or
  - (b) you are a person barred from entering into contracts under applicable legislation, in which case, you must immediately leave the Website.
- 3.5. By accepting the Terms and Conditions of Use, you agree that your acceptance is clear and unequivocal proof that the Terms and Conditions of Use are not unconscionable, that there is no unfair bargaining power or position, that there is no duress, and that you have carefully read and understood the Terms and Conditions of Use. If you do not understand any part of the Terms and Conditions of Use you should seek independent legal advice.
- 3.6. By creating a User Profile, you acknowledge that the information provided by you is true and that you will update such information to ensure that your User Profile is constantly up to date. A User Profile can be updated simply by logging in to your account and amending your submitted information as may be required.

## 5. User Profile

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

## 6. The Website

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- 6.1. To make a Booking Request you must visit the Website and login to your User Profile. All Booking Requests are subject to a minimum time duration provided for in the Booking Request. You will receive a Booking Request confirmation receipt from Helping after submitting your Booking Request.
- 6.2. Once a Booking Request has been made, Helping will then make your contact details, Booked Service Location, Scheduled Booking Time and the scope of the Cleaning Service available to all Cleaning Service Providers. By making a Booking Request, you hereby consent to the disclosure of such information. At such time, an available Cleaning Service Provider will then confirm their acceptance of your Booking Request.
- 6.3. You may request a preferred Cleaning Service Provider to complete your Booking Request. Helping will take your preference request into account when facilitating the Booking Request. However, a requested Cleaning Service Provider cannot be guaranteed. Such a request will remain subject to the Cleaning Service Provider's availability at Scheduled Booking Time you have selected in your Booking Request.
- 6.4. When a Booking Request has been confirmed by a Cleaning Service Provider, Helping will send you an acceptance email and attach an electronic version of the Cleaning Agreement that

constitutes and governs the relationship between you and the Cleaning Service Provider for the provision of the Booked Services. Helpling will not be involved in providing the Booked Services in any way aside from providing you with an invoice on behalf of the Cleaning Service Provider in accordance with clause 6.4. All Cleaning Fees and Cleaning Product Fees will be handled by the Payment Service Provider

- 6.5. If the Booking Request cannot be facilitated, Helpling will endeavour to arrange for an alternative time for the Cleaning Service with you and the same or new Cleaning Service Provider.
- 6.6. You agree that once you have engaged the services of a Cleaning Service Provider, you will not engage the same Cleaning Service Provider other than through the Website. Your failure to adhere to this provision may result in fines for the Cleaning Service Provider and your User Profile/account may be suspended indefinitely. This clause shall survive the termination of the Agreement for five (5) years.
- 6.7. The Website is provided to enable you to make Booking Requests, complete payments for completed Booked Services, and for no other purposes.
- 6.8. You confirm that you are at least 18 years of age and possess the legal authority to use the Website in accordance with these Terms and Conditions of Use. You also agree that all information supplied by you in using the Website will be true and accurate at all times.
- 6.9. Any speculative, false or fraudulent Booking Request is prohibited. You agree that the Website will only be used to make legitimate Booking Requests for you. You acknowledge that abuse of the Website may result in you being denied access to the Website.
- 6.10. Helpling has the right at any time to add, change or withdraw functions available on the Website at its sole discretion.
- 6.11. You are prohibited from advertising on the Website.

## **7. Payment**

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- 7.1. You agree that at the time of the Booking Request, your payment details will be transferred to the Payment Service Provider for future processing.
- 7.2. Upon the completion of the Booked, Helpling, on behalf of and in the name of the selected Cleaning Service Provider, will issue you an invoice. Once issued, you agree to the automatic processing of payment of applicable Cleaning Fees and Cleaning Product Fees by the Payment Service Provider.
- 7.3. On receipt of the Cleaning Fee and Cleaning Product Fee, if applicable, the Payment Service Provider will hold such fees on behalf of the Cleaning Service Provider until such time as they are remitted to the Cleaning Service Provider, or refunded to you if you are entitled to a refund. No interest will be payable to you on amounts held by the Payment Service Provider.

## **8. Changes and Cancellations**

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- 8.1. You may cancel or amend a Booking Request on the Website, free of charge, up to 24 hours before the Scheduled Booking Time.
- 8.2. If you cancel or amend a Booking Request within 24 hours of the Scheduled Booking Time, you will have to pay a cancellation fee equivalent to two (2) hours' worth of Cleaning Services.

- 8.3. You cannot amend, extend or cancel a Booking Request during or after the performance of the Booked Services.
- 8.4. The Cleaning Agreement shall expire once the Booked Services have been completed.
- 8.5. If the Cleaning Service Provider is unable to fulfil a confirmed Booking Request (in full or part), Helping will attempt to find you a replacement Cleaning Service Provider. If Helping cannot find you an alternative Cleaning Service Provider, Helping will reschedule your Booking Request to a new time of your choice. If Helping cannot find a suitable time for you, you may cancel the Booking Request at no charge.

## **9. Cleaning Services**

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- 9.1. Helping operates the Website as a third party facilitator for the Cleaning Services and provides you with the platform to purchase the Cleaning Services.
- 9.2. Helping is not an agent or broker for you or the Cleaning Service Provider. You enter into any transaction with a Cleaning Service Provider entirely at your own risk as per the terms of the Cleaning Agreement.
- 9.3. Helping uses its best efforts to monitor the Cleaning Services offered by a Cleaning Service Provider. Any issues regarding safety, quality, condition or description should be notified to Helping, who may, in its sole discretion, refer the issue to the Cleaning Service Provider designated to your Booking Request. You should refer to the Terms and Conditions of Use and conditions of your Cleaning Agreement for further information.
- 9.4. All Cleaning Service Providers are independent contractors and not employees of Helping. The relationship between Helping and the Cleaning Service Provider does not constitute a partnership in any way. Any dispute, damage and or liability that may arise in connection with the performance of the Cleaning Services will be to the sole responsibility of the Cleaning Service Provider.
- 9.5. Should you wish to commence legal proceedings in relation to the Cleaning Services provided by the Cleaning Service Provider you shall hold Helping completely harmless and you shall not name them in any proceedings against the Cleaning Service Provider.
- 9.6. All Booking Requests and Booked Services are subject to Cleaning Service Provider' availability.

## **10. Cleaning Service Provider Ratings**

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- 10.1. You can post ratings on the Website for the Booked Services provided ("**Ratings**").
- 10.2. Ratings must not contain any content which is offensive or abusive, liable to criminal prosecution or otherwise unlawful (e.g. content which infringes third parties' intellectual property rights). Ratings which violate this clause will not be published or will be deleted. Ratings will identify the customer that has posted the Rating.
- 10.3. By sending in a Rating, you grant Helping, free of charge, the unencumbered usage rights to the text of the Rating without any territorial or time limitation.
- 10.4. Helping will have the right to deal with the Ratings in any manner it sees fit, including using it for further rating services, passing it on to third parties or publishing it.



- 10.5. Any misuse of the Ratings system may result in the suspension and/or termination of your User Profile. Helping shall have in its sole discretion the ability to determine any misuse.

## **11. Termination**

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- 11.1. Helping may at its sole discretion terminate your use of, or access to, the Website at any time. If this happens Helping may notify you by email. If your use of the Website is terminated:
- (a) you are no longer authorized to access the Website or use any other Helping services with the details provided in your User Profile including the email address you used to register with the Website or any other email address you may possess;
  - (b) all licenses granted by you and all disclaimers by Helping and limitations of Helping's liability set out in the Terms and Conditions of Use or elsewhere on the Website will survive termination.
- 10.2. You may terminate this agreement by emailing Helping at [contact@helpling.ae](mailto:contact@helpling.ae), Helping will disable your User Profile within fourteen (14) days of receipt of the email requesting termination of your User Profile.
- 10.3. Helping reserves the right to deduct any outstanding fees and charges owed by you to Helping and/or the Cleaning Service Provider on your User Profile prior to disabling it.
- 10.4. You authorize Helping to make the above deduction prior to disabling your User Profile from your payment details contained in your User Profile.

## **12. Dispute Resolution Policy**

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- 12.1. The Parties will reasonably endeavor to amicably solve any dispute concerning the use of the Website.
- 12.2. Any dispute in relation to the Booked Services carried out by a Cleaning Service Provider to the Cleaning Service Provider for resolution in accordance with the term of the Cleaning Agreement.

## **13. Security of Payment**

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- 13.1. You agree that Helping may collect and store your personal details. You shall not hold Helping responsible for any breach, disclosure, action, loss or damage whatsoever arising from the collection and storage of your personal and other related details.
- 13.2. Helping has taken practical steps from a technical and systems perspective to ensure that your information is protected. A payment gateway is used to process all transactions and credit card details. Helping does not give any warranty or make any representation regarding the strength or effectiveness of the payment gateway and is not responsible for events arising from unauthorised access to your information. Policy

## **14. Privacy**

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- 14.1. Helping collects and stores the information you enter into the User Profile. The personal information collected by Helping will be maintained in accordance with our Privacy Policy available on the Website.
- 14.2. You agree and consent to Helping disclosing your information, including your name, address, email address, phone number, and any other information at the discretion Helping to the Cleaning Service Provider in order for the Cleaning Service Provider to carry out the Booked Services.

## **15. Intellectual Property**

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

## **16. Acceptable Use**

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

## **17. Indemnity and Liability**

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- 17.1. You agree to indemnify Helping, immediately upon demand, against any claim, action, damage, loss, liability, cost, charge, expense or payment including any legal fees which Helping may pay, suffer, incur or are liable for, in relation to any act you do or cause to be done, in relation to the Terms and Conditions of Use and in relation to the Booked Services carried out by the Cleaning Service Provider.
- 17.2. Helping will not be liable to you in any way whatsoever including contract, tort or equity in relation to any direct, indirect or consequential loss you incur in relation to the contents, use

or reliance of Website content or otherwise in connection with the Website and the Terms and Conditions of Use.

- 17.3. To the extent permitted by law, Helping will not be responsible and will be excluded from all liability, for any loss or damage whatsoever (including personal injury, loss of life and damage to property) that you or any other person may suffer in connection with the offer or supply of (or default in supplying) Cleaning Services.
- 17.4. You acknowledge and agree that some of the Website content may be provided by way of blogs or comments made by other users of the Website (i.e. Ratings), and that Helping does not accept any liability for the accuracy of such information or your reliance on the same. The Website content is provided to you as general information only and is not intended to substitute or replace the advice of a duly qualified professional (where applicable).
- 17.5. By using this Website, you agree and accept that the indemnity and limitations of liability provided in this clause 16 are reasonable.

## **18. Warranties and Representations**

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- 18.1. You agree that the use of this Website is at your own risk. The Website content and any additional information provided on the Website is provided to you on an “as is” and “as available” basis without warranty or condition of any kind.
- 18.2. None of Helping’s affiliates, directors, officers, employees, agents, contributors, third party content providers or licensors make any express or implied representation or warranty about the Website content or Website.

## **19. General Provisions**

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- 19.1. Any provision of, or the application of any provision of these Terms and Conditions of Use which is prohibited in any jurisdiction is, in that jurisdiction, ineffective only to the extent of that prohibition.
- 19.2. Any provision of, or the application of any provision of these Terms and Conditions of Use which is void, illegal or unenforceable in any jurisdiction does not affect the validity, legality or enforceability of that provision in any other jurisdiction or of the remaining provisions in that or any other jurisdiction.
- 19.3. If a clause is void, illegal or unenforceable, it may be severed without affecting the enforceability of the other provisions in these Terms and Conditions of Use.
- 19.4. These Terms and Conditions of Use shall be governed by and construed in accordance with the laws of the Emirate of Dubai and the applicable Federal laws of United Arab Emirates.
- 19.5. The Parties agree that any dispute arising out of the Terms and Conditions of Use that cannot be amicably resolved in accordance with clause 11 above shall be submitted to the exclusive jurisdiction of the Courts of the Dubai International Financial Centre (DIFC). 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.