



## TERMS OF USE

These Terms of Service govern the use of the services offered by Hamoo Home Services Limited, (“the Company”) at the mobile applications. Such services, mobile applications together are hereinafter collectively referred to as the “Service”. Your use of the Service constitutes your acceptance of and agreement to all of the terms and conditions in these Terms of Service, the Privacy Policy (the “Privacy Policy”) available here, the Privacy Policy and the Marketplace Guidelines are incorporated by the reference into these Terms of Service, the Privacy Policy and the Marketplace Guidelines together are hereinafter referred to as this “Agreement”. These Terms of Service include:

- Your agreement that the Service is provided “as is” and without warranty (Section 15).
- Your agreement that the Company has no liability regarding the service (Section 16).
- Your consent to release the Company from liability based on claims between Users (Section 3) and generally (Section 16).
- Your agreement to indemnify the Company from claims due to the fact to your use or inability to use the Service or content submitted from your account to the Service (Section 17).
- Your consent that either party has the right to compel arbitration (Section 18).
- Your consent that no claims can be adjudicated on the class basis (Section 18).

### **1. Customer Conditions**

The Customer needs to make a payment by cash/credit card/debit card/M-Pesa and the service fee will be charged only at the end of the Service.

Our service is 100% satisfaction guarantee. In case of unsatisfied quality, customer will have full refund or a new cleaning offer.

Customer need to accept that he/she will not leave any valuables in the laundry.

### **2. Service Provider in the Company Conditions**

In case any laundry is damaged or lost during the period the Company has the laundry, the customer's booking will be fully refunded. The Company will also fully refund the market value of the damaged or lost item.

The Company can will try its best to get your laundry back to you as soon as possible, if the fabric that is used if of a delicate nature, delivery of the laundry may take a bit longer than usual.

### **3. Cancellation and Refund Policy**

The Customer has a right to cancel the Service with 3 conditions; they are as follows:

- If the Customer cancels the booking before a delivery representative from the Company arrives to pick up the laundry. There will be no charge for cancelation.
- In case the customer paid in advance for the Service, the refund will be transferred back to the customer credit/debit card/ M-Pesa as soon as possible. If cash was given, the money will be transferred to a future order that will be made to Company.

**\*\*Note:** Please note that the Company has a right to change all terms and conditions without notice in advance.

### **4. Public Areas**

The Service may contain profiles, email systems, blogs, message boards, applications, job postings, chat areas, news groups, forums, communities and/or other message or communication facilities ("Public Areas") that allow Users to communicate with other Users. You may only use such community areas to send and receive messages and material that are relevant and proper to the applicable forum.

Without limitation, while using the Service, you may not:

- Defame, abuse, harass, stalk, threaten or otherwise violate the legal rights (such as, but not limited to, rights of privacy and publicity) of others, including Company staff.
- Publish, post, upload, distribute or disseminate any profane, defamatory, infringing, obscene or unlawful topic name, material or information.
- Use the Service for any purpose, including, but limited to posting or completing a Task, in violation of local, state, national, or intentional law.
- Upload files that contain software or other material that violates that intellectual property rights (or rights of privacy or publicity) of any third party.

- Upload files that contain viruses, Trojan horses, corrupt files, or any other similar software that may damage the operation of another's computer.
- Post or upload any content to which you have not obtained any necessary rights or permissions to use accordingly.
- Advertise or offer to sell any goods or services for any commercial purpose through the Service which are not relevant to the services offered through the Service.
- Conduct or forward surveys, contests, pyramid schemes, or chain letters.
- Impersonate another person or User or allow any other person to entity to use your identification or post or view comments.
- Post the same Task repeatedly ("Spamming"). Spamming is strictly prohibited.
- Download any file posted by another User that a User knows, or reasonably should know, cannot be legally distributed through the Service.
- Restrict or inhibit any other User from using and enjoying the Public Areas.
- Imply or state that any statements you make are endorsed by the Company, without the prior written consent of Company.
- Use a robot, spider, manual and/or automatic process or devices to data-mine, data-crawl, scrape, or index the Service in any manner.
- Hack or interfere with the Service, its servers or any connected networks.
- Adapt, alter, license, sublicense, or translate the Service for your own personal or commercial use.
- Remove or alter, visually or otherwise, any copyrights, trademark or proprietary marks and rights owned by the Company.
- Upload content that is offensive and/or harmful, including, not limited to content that advocates, endorses, condones or promotes racism, bigotry hatred or physical harm of any kind against any individual or group of individuals.
- Upload content that provides materials or access that exploit people under the age of 18 in a abusive, violent or sexual manner.
- Use the Services in violation of the Marketplace Guidelines.
- Use the Service to solicit for any other business, website or service, or otherwise contact Users for employment, contracting or any purpose not related to use of the Service as set forth herein.
- Use the Service or collect usernames and/or email addresses of Users by electronic or other means.
- Register under different usernames or identities, after your account has been suspended or terminated.

You understand that all submissions made to Public Areas will be public and that you will be publicly identified by your name or login identification when communicating in Public Areas, and the Company will not be responsible for the action of any Users with respect to any information or materials posted in Public Areas.

## **5. Termination and Suspension**

The Company may terminate or suspend your right to use the Service at any time for any or no reason by providing you with written or email notice of such termination, and termination will be effective immediately upon delivery of such notice.

Without limitation, the Company may terminate or suspend our right to use the Service if you breach any terms of this Agreement (including the Marketplace Guidelines) or any policy Company posted through the Service from time to time, or if Company otherwise finds that you have engaged in appropriate and/or offensive behavior. If the Company terminated or suspends your right to use the Service for any of these reasons, you will not be entitled to any refund of unused balance in your account. If the Company terminates or suspends your account for any reason, you are prohibited from registered and creating a new account under your name, a fake or borrowed name, or the name of a third party, even if you may be acting on behalf of the third party , even if you may be acting on behalf of the third party. In addition to terminating or suspending your account, the Company reserves the right to take appropriate legal action including without limitation pursuing civil, criminal, and injunctive redress.

Even after right to use the Service is terminated or suspended, this Agreement will remain enforced against you.

You may terminate this Agreement at any time by ceasing all use of the Service. All sections which by their nature should survive the expiration or termination of this Agreement shall continue in full force and effect subsequent to notwithstanding the expiration or termination of this Agreement.

## **6. Account, Password, Security and Mobile Phone Use**

You must register with the Company and create an account to use the Service. You are the sole authorized user of your account. You are responsible for maintaining the confidentiality of any password and account number provided by you or the Company for accessing the Service. You are solely and fully responsible for all activities that occur under your password or account. The Company has no control over the use of any User's account and expressly disclaims and liability delivered therefrom. Should you suspect that any unauthorized party may be using your password or account or you suspect any other breach of security, you will contact the Company Immediately.

By providing your mobile phone number and using the Service, you hereby affirmatively consent to our use of your mobile phone number for calls and texts in order to perform and improve upon the Service. The Company will not assess and charges for calls or texts, but standard message charges or any other charges from your wireless carrier may apply. You may opt-out or receiving text messages from us by

modifying your account settings on the Site or the Company's mobile application, or by email [info@hamoo.app](mailto:info@hamoo.app).

## **7. Your Information and Likeness**

"Your Information" is defined as any information and materials you provide to the Company or other Users in connection with your registration for use of the Service, include without limitation that posted or transmitted for use in Public Areas. You are solely responsible for Your Information, and we act merely as a passive conduit for your online distribution and publication of Your Information. The information and materials described in this Section, as provided by each User, is collectively referred to herein as "User Generated Content". You hereby represent and warrant to the Company that Your Information (a) will not be false, inaccurate, incomplete, or misleading; (b) will not be fraudulent or involve the sale or counterfeit or stolen items; (c) will not infringe any third party's copyright, patent, trademark, trade secret, or other proprietary right or rights or publicity or privacy; (d) will not violate any law, statute, ordinance, or regulation (including without limitation those governing export control, consumer protection, unfair competition, anti-discrimination or false advertising); (e) will not be defamatory, libelous, unlawfully threatening, or unlawfully harassing; (f) will not be obscene or contain child pornography or be harmful to minors; (g) will not contain any virus, Trojan Horses, worms, time bombs, cancelbots or other intended to damage, detrimentally interfere or expropriate any system, data or personal information; and (h) will not create liability for the Company or cause the Company to lose (in whole or in part) the services of its ISPs or other partners or suppliers.

The Service hosts User Generated Content relating to reviews of specific Taskers. Such reviews are opinions and not the opinion of the Company, have not been verified or approved by the Company each client should undertake their own research to be satisfied that a specific Tasker is the right person for a Task. You agree that the Company is not liable for any User Generated Content.

You hereby grant the Company a non-exclusive worldwide, perpetual, irrevocable, royalty-free, sublicensable (through multiple tiers) right to exercise all copyright, publicity rights, and any other rights you have in Your Information, in any media now known or not currently known in order to perform and improve upon the Service.

Each Tasker who provides to the Company any videotape, film, record, photography, voice, or all related instrumental, musical, or other sound Service, hereby irrevocably grants to the Company the non-exclusive, fully-paid, royalty-free, transferable, sublicensed, worldwide, unrestricted, and perpetual right to:

- Use any videotape, film, record, or photography that such Tasker provides to the Company, and use, reproduce, modify, or create derivatives of such Tasker picture, silhouette and other reproductions of their physical likeness (as the same may appear in any still camera photography and/or motion picture film or video) (collectively the “Physical Likeness”), in and in connection with the exhibition, distribution, display, performance, transmission, broadcasting on any and all media, including, without limitation, the internet, of any videos or images of such Tasker in connection with the Service.
- Reproduce in all media any recordings of the Tasker’s voice, and all related instrumental, musical, or other sound effects (collectively, the “Voice”), made in connection with the Service.
- Use, and permit to be used, such Tasker’s Physical Likeness and Voice in the advertising, marketing, and/or publicizing of the Service in any media.
- Use, and permit to be used, such Tasker’s name and identity in connection with the Services. Each Tasker hereby waives all rights and releases the Company from, and shall neither sue nor bring and proceedings against any such parties for, any claim or cause of action, whether now known or unknown, for defamation, invasion of right to privacy, publicity or personality or any similar matter, or based upon or relating to the use and exploitation of such Tasker’s identity, likeness or voice in connection with the Service.

Each Tasker acknowledges that the Company shall not owe any financial or other remuneration for using the recordings provided hereunder by such Tasker, either for initial or subsequent transmission or playback, and further acknowledges that the Company is not responsible for any expenses or liability incurred as a result to such Tasker’s recording or participation in any recordings, including any loss of such recording data.

## **8. Links of Other Websites**

Links (such as hyperlinks) from the Service to other sites on the Web do not constitute the endorsement by the Company of those sites or their content. Such links are provided as an information service, for the reference and convenience only. The Company does not control any such sites, and is not responsible for their content. The existence of such links on the Service to such websites (including without limitation that are framed by the Company Service as well as any advertisements displayed in connection therewith) does not mean that the Company endorses any of the material on such websites, or has any association with their operators. It is your responsibility to evaluate the content and usefulness of the information obtained from other sites.

The use of any websites controlled, owned or operated by the third parties is governed by the terms and conditions of use and privacy policies for those websites, and not by the Company’s Terms of Service or Privacy Policy. You access such third-party websites at your own risk. The Company expressly disclaims any liability arising in connection with your use and/or viewing of any websites or other material

associated with links that may appear on the Service. You hereby agree to hold the Company harmless from the use of links that may appear on the Service.

As part of the functionality of the Service, you may link your account with online accounts you may have third party service providers (each such account, a "Third Party Account") by either: (i) providing your Third Party Account login information through the Service ; or (ii) allowing the Company to access your Third Party Account, as is permitted under the applicable terms and conditions that govern your use of each Third Party Account. You represent that you are entitled to disclose your Third Party Account (including, but not limited to, for use for the purposes described herein), without breach by you of any of the terms and conditions that govern your use of the applicable Third Party Account and without obligating the Company to pay any fees or making the Company subject to any usage limitations imposed by such third party service providers. By granting the Company access to any Third Party Accounts, you understand that (i) the Company may access, make available and store (if applicable) any content that you have posted to and stored in your Third Party Account (the "SNS Content") so that it is available on and through the Service via your account, including without limitation any friend lists, and (ii) the Company may submit and receive additional information to your Third Party Account to the extent you are notified when you link your account with the Third Party Account. Unless otherwise specified in these Terms of Service, all SNS Content, if any, shall be considered to be User Generated Content for all purposes of these Terms of Service. Depending on the Third Party Accounts you choose and subject to the privacy settings that you have set on such Third Party Accounts, personally identifiable information that you post to your Third Party Accounts may be available on and through your accounts on the Service. Please note that if a Third Party Account or associated service becomes unavailable or the Company's access to such Third Party Account is terminated by the third party service provider, then SNS Content may no longer be available on and through the Service. You will have the ability to disable the connection between your account on the Service and your Third Party Accounts at any time. PLEASE NOTE THAT YOUR RELATIONSHIP WITH THE THIRD PARTY SERVICE PROVIDERS ASSOCIATED WITH YOUR THIRD PARTY ACCOUNTS IS GOVERNED SOLELY BY YOUR AGREEMENT(S) WITH SUCH THIRD PARTY SERVICE PROVIDERS. The Company makes no effort to review any SNS Content for any purpose, including but not limited to, for accuracy, legality or non-infringement, and the Company is not responsible for any SNS Content. You acknowledge and agree that the Company may access your e-mail address book associated with a Third Party Account and your contacts list stored on your mobile device or tablet computer solely for the purpose of identifying and informing you of those contacts who have also registered to use those contacts who have also registered to use the Service. At your request made via e-mail to, [info@hamoo.app](mailto:info@hamoo.app), the Company will deactivate the connection between the Service and your Third Party Account and delete any information stored on the Company's servers that was obtained through such Third Party Account, except the username and profile picture that become associated with your account.

## **9. Worker Classification and Withholdings**

Each User assumes all liability for proper classification of such User's workers as independent contractors or employees based on application legal guidelines.

Users do not have authority to enter into written or oral – whether implied or express – contracts on behalf of the Company. Each User acknowledges that the Company does not, in any way, supervise, direct, or control a Tasker's work or Task performed in any manner. The Company does not set a Tasker's work hours or location of work. The Company will not provide any equipment labor or materials needed for a particular Task.

The Service is not an employment service and the Company does not serve as an employee of any User. As such, Company will not be liable for any tax or withholding, including but limited to unemployment insurance, employer's liability, social security or payroll withholding tax in connection with your use of User's Services.

You agree to indemnify, hold harmless and defend the Company from any and all claims that a Tasker was misclassified as an independent contractor, any liabilities arising from a determination by a court, arbitrator, government agency or other body that a Tasker was misclassified as an employee (including, but not limited to, taxes, penalties, interest, and attorney's fees), any claim that the Company was an employer or joint employer of a Tasker, as well as claims under any employment-related laws, such as those relating to employment termination, employment discrimination, harassment or retaliation, as well as any claims for overtime pay, sick leave, holiday or vacation pay, retirement benefits, worker's compensation benefits, unemployment benefits, or any other employee benefits.

## **10. Intellectual Property Rights**

All text, graphics, editorial content, data, formatting, graphs, designs, HTML, look and feel, photographs, music, sounds, images, software, videos, designs, typefaces and other content (collectively "Property Material") that Users see or read through the Service is owned by the Company, excluding User Generated Content that the Company has the right to use. Proprietary Material is protected in all forms, media and technologies, now known or hereafter developed. The Company owns all Proprietary Material, as well as the coordination, selection, arrangement and enhancement of such Proprietary Material as a Collective Work under the Kenya Copyright Act, as amended. The Proprietary Material is protected by the domestic and international laws of copyright, patents, and other proprietary rights and laws. Users may not copy, download, use, redesign, reconfigure, or retransmit anything from the Service without the Company's express prior written consent and, if applicable, the holder of the rights to the User Generated Content. Any use of such Proprietary Material, other than as permitted therein, is expressly prohibited without the prior permission of the Company and, if applicable, the holder of the rights to the User Generated Content.



The Service marks and trademarks of the Company, including without limitation the Company and the Company logos are service marks by the Company. Any other trademarks, service marks, logos and/or names via the Service are the property of their respective owners. You may not copy or use any of these marks, logos or trade names without the express prior written consent of the owner.

## **11. Copyright Complaints and Copyright Agent**

The Company respects the intellectual property of others, and expects Users to do the same. If you believe, in good faith, that any materials provided or in connection with the Service infringe upon your copyright or other intellectual property right, please send the following information to the Company's Copyright Agent at: "Hamoo Home Services Ltd." P. O. BOX 367 – 00502 Nairobi, Kenya.

A description of the copyrights work that you claim has been infringed, included the URL (internet address) or other specific location on the Service where the material you claim is infringed is located. Include enough information to allow the Company to locate the material, and explain why you think an infringement has taken place;

- A description of the location where the original or authorized copy of the copyrighted work exists – for example, the URL (internet address) where it is posted or the name of the book in which it has been published;
- Your address, telephone number, and e-mail address;
- A statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law;
- A statement by you, made under penalty of perjury, that the information in your notice is accurate, and that you are the copyright owner or authorized to act on the copyright owner's behalf; and
- An electronic or physical signature of the owner of the copyright or the person authorized to act on behalf of the owner of the copyright interest.

## **12. Confidential Information**

You acknowledge that Confidential Information (as hereinafter defined) is a valuable, special and unique asset of the Company and agree that you will not disclose, transfer, use (or seek to induce others to disclose, transfer use) and Confidential Information for any purpose other than disclosure to your authorized employees and agents who are bound to maintain the confidentiality of Confidential Information. You shall promptly notify the Company in writing of any circumstances which may constitute unauthorized disclosure transfer or use of confidential information. You shall use best efforts to protect Confidential Information from unauthorized disclosure, transfer or use. You shall return all originals and any

copies of any and all materials containing Confidential Information to the Company upon termination of this Agreement for any reason whatsoever. The term "Confidential Information" shall mean any and all of the Company's trade secrets, confidential and proprietary information and all other information and data of the Company that is not generally known to the public or other third parties who could derive value, economic or otherwise, from its use or disclosure. Confidential Information shall be deemed to include technical data, know-how, research, product plans, products, services, customers, markets, software, developments, inventions, processes, formulas, technology, designs, drawings, engineering, hardware configuration information, marketing, finances, or other business information disclosed directly or indirectly in writing, orally or by drawings or observation.

### **13. Disclaimer of Warranties**

USE OF THE SERVICE IS ENTIRELY AT YOUR OWN RISK. THE SERVICE IS PROVIDED ON AN "AS IS" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. THE COMPANY MAKES NO WARRANTIES OR REPRESENTATIONS ABOUT THE ACCURACY CONTENT PROVIDED THROUGH THE SERVICE OR THE CONTENT OF ANY SITES LINKED TO THE SERVICE AND ASSUMES LIABILITY OR RESPONSIBILITY FOR ANY (I) ERRORS, MISTAKE, OR INACCURACIES OF CONTENT, (II) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO AND USE OF THE SERVICE, (III) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE SERVICE AND/OR ANY AND ALL PERSONAL INFORMATION AND/OR FINANCIAL INFORMATION STORED THEREIN. THE COMPANY DOES NOT WARRANT, ENDORSE, GUARANTEE OR ASSUME RESPONSIBILITY FOR ANY SERVICE ADVERTISED OR OFFERED BY A THIRD PARTY THROUGH THE SERVICE OR ANY HYPERLINKED WEBSITE OR FEATURED IN ANY BANNER OR OTHER ADVERTISING AND THE COMPANY WILL NOT BE A PARTY TO ANY OR IN ANY WAY BE RESPONSIBLE FOR MONITORING ANY TRANSACTION BETWEEN YOU AND THIRD-PARTY PROVIDERS OF PRODUCTS OR SERVICES, OTHER THAN AS PROVIDED HEREIN. AS WITH THE PURCHASE OF A PRODUCT OR SERVICE THROUGH ANY MEDIUM OR IN ANY ENVIRONMENT, YOU SHOULD USE YOUR BEST JUDGEMENT AND EXERCISE CAUTION WHERE APPROPRIATE.

WITHOUT LIMITING THE FOREGOING, NEITHER THE COMPANY NOR ITS AFFILIATES OR LICENSORS WARRANT THAT ACCESS TO THE SERVICE WILL BE UNINTERRUPTED OR THAT THE SERVICE WILL BE ERROR-FREE; NOR DO THEY MAKE ANY WARRANTY AS TO THE RESULTS OBTAINED FROM THE USE OF THE SERVICE, OR AS TO THE TIMELINESS, ACCURACY, RELIABILITY, COMPLETENESS OR CONTENT OR ANY MATERIALS PROVIDED THROUGH OR IN CONNECTION WITH THE USE OF THE SERVICE.

NEITHER THE COMPANY NOR ITS AFFILIATES OR LICENSORS IS RESPONSIBLE FOR THE CONDUCT, WHETHER ONLINE OR OFFLINE, OF ANY USER.

NEITHER THE COMPANY NOR ITS AFFILIATES OF LICENSORS WARRANT THAT THE SERVICE IS FREE FROM VIRUSES, WORMS, TROJAN HORSES, OR OTHER HARMFUL COMPONENTS.

THE COMPANY AND ITS AFFILIATES AND LICENSORS CANNOT AND DO NOT GUARANTEE THAT ANY PERSONAL INFORMATION SUPPLIED BY YOU WILL NOT BE MISAPPROPRIATED, INTERCEPTED, DELETED, DESTROYED OR USED BY OTHERS.

IN ADDITION, NOTWITHSTANDING AND FEATURE A CLIENT MAY USE TO EXPEDITE HAMOO SELECTION, EACH CLIENT IS RESPONSIBLE FOR DETERMINING THE TASK AND SELECTING THEIR TASKER AND DETERMINING THE TASK AND THE COMPANY DOES NOT WARRANT AND GOODS OR SERVICES PURCHASED BY A CLIENT AND DOES NOT RECOMMEND ANY PARTICULAR TASKRABBIT. THE COMPANY DOES NOT PROVIDE AND WARRANTIES OR GUARANTEES REGARDING ANY TASKER'S PROFESSIONAL ACCREDITATION, REGISTRATION OR LICENSE.

#### **14. No Liability**

YOU ACKNOWLEDGE AND AGREE THAT THE COMPANY IS ONLY WILLING TO PROVIDE THE SERVICE IF YOU AGREE TO CERTAIN LIMITATIONS OF LIABILITY TO YOU AND THIRD PARTY. THEREFORE, YOU AGREE NOT TO HOLD THE COMPANY, ITS AFFILIATES, ITS LICENSORS, ITS PARTNERS IN PROMOTIONS, SWEEPSTAKES' AGENTS OR CONTEST, OR ANY OF SUCH PARTIES' AGENTS, EMPLOYEES, OFFICERS, DIRECTORS, CORPORATE PARTNERS, OR PARTICIPANTS LIABLE FOR ANY DAMAGE, SUITS, CLAIMS, AND/OR CONTROVERSIES (COLLECTIVELY, "LIABILITIES") THAT HAVE ARISEN OR MAY ARISE, WHETHER KNOWN OR UNKNOWN, RELATING TO YOUR OR ANY OTHER PARTY'S USE OF OR INABILITY TO USE THE SERVICE, INCLUDING WITHOUT LIMITATION ANY LIABILITIES ARISING IN CONNECTION WITH THE CONDUCT, ACT OR OMISSION OF ANY USER (INCLUDING WITHOUT LIMITATION STALKING, HARASSMENT THAT IS SEXUAL OR OTHERWISE, ACTS OF PHYSICAL VIOLENCE AND DESTRUCTION OF PERSONAL PROPERTY), ANY DISPUTE WITH ANY USER, ANY INSTRUCTION, ADVICE, ACT, OR SERVICE PROVIDED BY THE COMPANY OR ITS AFFILIATES OR LICENSORS AND ANY DESTRUCTION OF YOUR INFORMATION, OTHER THAN PURSUANT TO THE PROTECTION PLEDGE TERMS.

UNDER NO CIRCUMSTANCES WILL THE COMPANY, ITS AFFILIATES, ITS LICENSORS, OR ANY OF SUCH PARTIES' AGENTS, EMPLOYEES, OFFICERS, DIRECTORS, CORPORATE PARTNERS, OR PARTICIPANTS BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES ARISING IN CONNECTION WITH YOUR USE OF INABILITY TO USE THE SERVICES, EVEN IF ADVISED OF THE POSSIBILITY OF THE SAME. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

THE COMPANY DOES NOT ACCEPT ANY LIABILITY WITH RESPECT TO THE QUALITY OR FITNESS OF ANY WORK PERFORMED VIA THE SERVICE.

IF, NOTWITHSTANDING THE FOREGOING EXCLUSIONS, IT IS DETERMINED THAT THE COMPANY OR ITS PARTNERS IN PROMOTIONS, SWEEPSTAKES OR CONTESTS, AFFILIATES, ITS LICENSORS, OR ANY OF SUCH PARTIES' AGENTS, EMPLOYEES, OFFICERS, DIRECTORS, CORPORATE PARTNERS, OR PARTICIPANTS IS LIABLE FOR DAMAGES IN EXCESS OF THE PROTECTION PLEDGE TERMS, IN NO EVENT WILL THE AGGREGATE LIABILITY, WHETHER ARISING IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, EXCEED THE TOTAL FEES PAID BY YOU TO THE COMPANY DURING THE SIX (6) MONTHS PRIOR TO THE TIME SUCH CLAIM AROSE.

#### **15. Indemnification**

You hereby agree to indemnify, defend, and hold harmless the Company, its directors, officers, employees, agents, licensors, attorneys, independent contractors, providers, subsidiaries, and affiliates from and against any and all claim, loss, expense or demand of liability, including attorney's fees and costs incurred, in connection with (i) your use or ability to use the Service, or (ii) any content submitted by you or using your account to the Service, including, but not limited to the extent such content may infringe on the intellectual rights of a party or otherwise be illegal or unlawful. The Company reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to your indemnification. You will now, in any event, settle any claim or matter without the written consent of the Company.

#### **16. Dispute Resolution**

**INFORMAL NEGOTIATIONS.** To expedite resolution and reduce the cost of any dispute, controversy or claim related to this Agreement ("Dispute"), you and the Company agree to first attempt to negotiate any Dispute (except those Disputes expressly excluded below) informally for at least thirty (30) days before initiating and arbitration or court proceeding. Such informal negotiations will commence upon notice. Your address for such notices is your written billing address, with an email copy to the email address you have provided to the Company. The Company's address for such notices Hamoo Home Services Limited.

**BINDING ARBITRATION.** If you and the Company are unable to resolve a Dispute through informal negotiations, all claims arising from the use of the Service (except those Disputes expressly excluded below) finally and exclusively resolved by binding arbitration. Any election to arbitrate by one party will be final and binding on the other. YOU UNDERSTAND THAT IF EITHER PARTY ELECTS TO ARBITRATE, NEITHER PARTY WILL HAVE THE RIGHT TO SUE IN COURT OR HAVE A JURY TRIAL.

WAIVER OF RIGHT TO BE PLAINTIFF OR CLASS MEMBER IN A PURPORTED CLASS ACTION OF REPRESENTATIVE PROCEEDING. You and the Company agree that any arbitration will be limited to the Dispute between the Company and the individual. YOU ACKNOWLEDGE AND AGREE THAT YOU AND THE COMPANY ARE EACH WAIVING THE RIGHT TO PARTICIPATE AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS ACTION OR REPRESENTATIVE PROCEEDING. Further, unless both of you and the Company otherwise agree, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of any class or representative proceeding. If this specific paragraph is held unenforceable, then the entirety of this "Dispute Resolution" Section will be deemed null and void.

LOCATION OF ARBITRATION. Arbitration will take place in Nairobi, Kenya. You and the Company agree that for any Dispute not subject to arbitration.

### **17. Governing Law**

You and the Company agree that, other than as set forth the subsection entitled "Waiver Of Right To Be A Plaintiff Or Class Member In A Purported Class Member In A Purported Class Action Or Representative Proceeding" in Section 18 above, if any portion found illegal or enforceable, that portion will be given full force and effect. Notwithstanding the foregoing, if the subsection entitled "Expectations to Alternate Dispute Resolution" in Section 18 if found to be illegal or unenforceable, neither you nor the Company will elect to arbitrate and a Dispute falling within that portion of that subsection that is found to be illegal or unenforceable and such a Dispute will be decided by a court of competent jurisdiction within Nairobi, Kenya, and you and the Company will agree to submit to the personal jurisdiction of that court. Except as expressly provided otherwise, this Agreement will be is governed by, and will be construed under, the laws of the Republic of Kenya, without regard to choice of law principles.

### **18. Special Promotions**

The Company may from time to time provide certain promotional opportunities, sweepstakes, and contest to Users. All such promotions will be run at the sole discretion of the Company, and can be activated, modified, or removed at any time by the Company without advance notification and the liability of any promotional opportunities, sweepstakes and contests shall be limited pursuant to Section 17 of these Terms of Service, including but not limited to Section 17 of these Terms of Service.

### **19. No Agency**

No agency, partnership, joint venture, employer-employee or franchiser-franchisee relationship is intended or created by this Agreement.

## **20. General Provisions**

Failure by the Company to enforce any provision(s) of this Agreement will not be construed as a waiver of any provision or right and will be governed by the construed in accordance with the Laws of Kenya. This Agreement constitutes the entire agreement between you and the Company with respect to its subject matter. If any provision of the Agreement is found to be invalid or unenforceable, the remaining provisions will be enforced to the fullest extent possible, and the remaining provisions will remaining provisions will remain in full force and effect. This Agreement will inure to the benefit of the Company, its successors and assigns.

## **21. Changes to this Agreement and the Service**

The Company reserves the right, as its sole and absolute discretion, to change, modify, add to, supplement or delete any terms and conditions of this Agreement (including the Privacy Policy) and review, improve, modify, or discontinue, temporary or permanently, the Service or any content or information through the Service at any time, effective with or without prior notice and without any liability to the Company. The Company will endeavor to notify you of these changes by email (if your email is provided) but will not be liable for any failure to do so. If any future changes to this Agreement are unacceptable to you or cause you to no longer be in compliance with this Agreement, you must terminate, and immediately stop using, the Service. Your continued use to this Service following any revision to this Agreement constitutes your complete and irrecoverable acceptance of any and such changes. The Company may change, modify, suspend, or discontinue and aspect of the Service at any time without notice or liability the Company may also impose limits on certain features or restrict your access to parts or all of the Service without notice or liability.

I HEREBY ACKNOWLEDGE THAT I HAVE READ AND UNDERSTAND THE FOREGOING TERMS OF SERVICE, PRIVACY POLICY AND MARKETPLACE GUIDELINES AND AGREE THAT MY USE OF THE SERVICE IS NA ACKNOWLEDGEMENT OF MY AGREEMENT TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT.