

HELPTOCLEAN TERMS AND CONDITIONS

INTRODUCTION

Welcome to the HTC website and/or the mobile application developed by HTC to offer Cleaning Services (the “**Platform**”). These Terms and Conditions shall govern your access to the Platform and the use of any services, information and functions made available by us at the Platform (“**Services**”). Before using this Platform or the Services, you must read carefully and accept the terms and conditions and policies herein contained pertaining to the use of the Platform and/or the Services (collectively referred to as “**HTC Terms and Conditions**”) and you must consent to the processing of your personal data as described in the Privacy Policy. By accessing the Platform and/or using the Services, you agree to be bound by HTC Terms and Conditions and any amendments to the foregoing issued by us from time to time. If you do not agree to HTC Terms and Conditions and the Privacy Policy, do not access and/or use this Platform and/or the Services.

The HTC Terms and Conditions stated herein constitute a legal contract between you and HelpToClean Sdn Bhd (Company No: **1334005-P**), a company incorporated in Malaysia and having its registered address at Business Suite 19A-24-3, Level 24, Wisma UOA, No.19 Jalan Pinang, Kuala Lumpur Wilayah Persekutuan (“**HTC**”, “**we**”, “**us**” or “**our**”).

HTC reserves the right, to change, modify, add, or remove portions of these Terms and Conditions at any time. Changes will be effective when posted on the Platform with no other notices provided and you are deemed to be aware of and bound by any changes to the foregoing upon their publication on the Platform.

If you are under the age of 18 or the legal age for giving consent hereunder pursuant to the applicable laws in your country (the “**legal age**”), you must obtain permission from your parent(s) or legal guardian(s) to open an account on the Platform. If you are the parent or legal guardian of a minor who is creating an account, you must accept and comply with these Terms and Conditions on the minor's behalf and you will be responsible for the minor's actions, any charges associated with the minor's use of the Platform and/or Services or purchases made on the Platform. If you do not have consent from your parent(s) or legal guardian(s), you must stop using/accessing this Platform and/or Services.

HTC TERMS AND CONDITIONS

1. Interpretation

1.1 In these Conditions:

“**Conditions**” means the HTC Terms and Conditions;

“**Booking Request**” means a booking request made by a Customer through the Platform requesting for Cleaning Services;

“**Business Day**” a day on which banks are open for business in Malaysia but excluding Saturdays, Sundays and gazetted public holidays;

“**Cleaning Fees**” means the fees payable by the Customer to the Contractor in consideration for the completed Cleaning Services;

“**Cleaning Services**” means the house cleaning services, the commercial cleaning services and such other additional services made available and offered on the Platform of HTC;

“**Cleaner**” means an employee or sub-contractor of the Contractors assigned to perform an accepted Booking Request to perform Cleaning Services;

“**Contractors**” means the cleaning companies and individuals offering Cleaning Services by way of accepting a Booking Request on the Platform submitted by the Customer;

“Customer” means the customers who are registered with HTC seeking Cleaning Services and may submit a Booking Request through the Platform from time to time;

“Intellectual Property Rights” means all industrial and intellectual property rights including, without limitation, domain names, patents, trade marks and/or service marks (whether registered or unregistered), registered designs, unregistered designs and copyrights including copyright in drawings, plan, specifications, design, algorithms and computer software, and any applications for any of them and all know-how so owned and used;

“Parties” means HTC and the Customer;

“Platform” means www.helpoclean.com and the mobile application developed by HTC to offer Cleaning Services;

“Services” the Customer’s right to access HTC’s Platform to submit a Booking Request for Cleaning Services; and

“Writing” includes electronic mail facsimile transmission and any comparable means of communication.

1.2 References in these Conditions to clauses and schedules are to clauses in and schedules to these Conditions (unless the context otherwise requires). The recitals and schedules to these Conditions shall be deemed to form part of these Conditions.

1.3 Headings are inserted for convenience only and shall not affect the construction of these Conditions.

1.4 The expressions **“Parties”** include their personal representatives, successors and assigns.

1.5 References to **“persons”** shall include bodies corporate, unincorporated associations and partnerships (whether or not having separate legal personality).

1.6 References to writing shall include any methods of reproducing words in a legible and non-transitory form.

1.7 The masculine gender shall include the feminine and neuter and the singular number shall include the plural and vice versa.

1.8 Where the day on or by which any act is to be performed or any sum is payable is a day other than a Business Day, such act shall be performed, and such sum shall be paid on the immediately following Business Day.

1.9 All references to sums payable in these Conditions shall be denominated in Ringgit Malaysia

2. Disclaimer

2.1 HTC operates and manages the Platform which connects the Customer who require Cleaning Services with the Contractor. HTC itself do not provide any Cleaning Services. Any contract for the provision of Cleaning Services is solely between the Customer and the Contractor.

2.2 HTC is not the employer or agent of the Contractor and, unless otherwise specified in these Conditions, HTC is not responsible for, and make no representations, warranties or guarantees as to:

- (a) the acts or omissions of any Contractor, which the Customer engages through the Platform; and
- (b) the quality of the Cleaning Services provided by any Contractor.

- 2.3 In the event that the Customer's dissatisfied with the Cleaning Services provided by the Contractor or any other issue the Customer may have in relation to the Cleaning Services, the Customer shall be entitled to lodge a complaint with us within 24 hours after completion of the Cleaning Services supported by photographic evidence that the Cleaning Services were not performed properly and professionally by the Contractor. Upon considering the Customer's complaint, HTC may issue the Customer with a coupon or a promotion code to offset against future Cleaning Fees.
- 2.4 HTC will take reasonable measures in an effort to ensure the suitability and quality of the Contractors and/or the Cleaners, including but not limited to:
- (a) conducting background and due diligence checks; and
 - (b) obtaining proof of identity, address and references.
- 2.5 Notwithstanding Clause 2.4, the Customer acknowledges that HTC cannot guarantee that the Contractor is suitable for the Customer's purposes for engaging Cleaning Services. The Customer acknowledges that the Customer's engagement of the Contractor shall be at the Customer's own risk, although HTC may remove a Contractor from the Platform on the basis of any feedback provided by the Customer in relation to that Contractor at HTC's sole discretion.
- 2.6 The Customer may submit a Booking Request on the Platform. The Contractor's acceptance of the Customer's Booking Request will take place when HTC sends a confirmation email to the Customer, at which point an agreement will come into existence between the Contractor and the Customer.
- 2.7 The terms and conditions of the Cleaning Services provided by the Contractor to the Customer shall be as between the parties. HTC shall not be liable for the Contractor's failure, negligence, act or omission to provide the Cleaning Services to the Customer nor is in any way construed to provide any warranties or guaranties on the Cleaning Services performed by the Contract.
- 2.8 HTC only accepts requests made by Customers with web addresses within Malaysia and where the Cleaning Services takes place within Malaysia.

3. Basis of the Conditions

- 3.1 The Customer may submit Booking Requests via the Platform. The Contractor may choose to accept any open Booking Request by indicating its acceptance on the Platform. HTC does not warrant that the Booking Request submitted by the Customer will be accepted by a Contractor or accepted within a specified time.
- 3.2 Any information made available on the Platform in connection with the Cleaning Services, including photographs, performance of the Cleaner and/or the Contractor, customers feedback or any other information disclosed by the Contractors and/or HTC through the Platform are not binding and for information purposes only. By agreeing to these Conditions, the Customer acknowledges that it does not rely on and waives any claim based on any such representations or information so provided.
- 3.3 Any typographical clerical or other error or omission in any quotation, invoice or other document or information issued by HTC in its website shall be subject to correction without any liability on the part of HTC.

4. Price

- 4.1 The Customer shall submit a Booking Request together with full particulars of the Cleaning Services as required in the Booking Request page, which includes location, duration and the proposed Cleaning Fees on per hour basis. The Contractor who accepts the Booking Request shall be deemed to have accepted the terms of the Booking Request, including the proposed Cleaning Fees. All Cleaning Fees shall exclude applicable taxes which the Customer shall be liable to pay to Contractor in addition to the Cleaning Fees.
- 4.2 HTC shall receive the Cleaning Fees from the Customer upon completion of the Cleaning Services on behalf of the Contractor.
- 4.3 The Cleaning Fees is indicated on the confirmation page of the Platform at the time which the Customer finalises the Booking Request. It is the Customer's responsibility to ensure that the Cleaning Fees is correct before payment. Upon the completion of the Cleaning Services, the Contractor will issue the Customer with an invoice for the Cleaning Fees in respect of each booking. In ensuring that the Cleaning Fees is correct, the Customer agree to check all other relevant information relating to the Cleaning Fees, which includes but is not limited to the information provided on the Platform.

5. Terms of Payment

- 5.1 The Customer shall be entitled to pay the relevant Cleaning Fees using the various payment methods made available on the Platform. When the Customer places an order on the Platform, actual payment shall be only charged upon the Contractor's acceptance of the Customer's order and the formation of an agreement. All payments shall be made to HTC, either accepting payment in its own right or as the Contractor's agent. The Customer acknowledges that HTC is entitled to collect payments from the Customer on behalf of the Contractor as its agent.
- 5.2 The terms and conditions applicable to each type of payment, as prescribed by HTC on the Platform, shall be applicable to the Conditions. The Customer shall transfer and/or pay the amount of the Cleaning Fees for the Cleaning Services requested by the Customer to HTC's account (including any applicable taxes and penalties). The transaction must be payable in Ringgit Malaysia. HTC, in its sole discretion, may refuse any payment option service on its Platform to anyone or any user without notice for any reason at any time.
- 5.3 The Customer may not claim against the Contractor or any of its agents (which may include HTC), for any failure, disruption or error in connection with the Customer's chosen payment method. HTC reserves the right at any time to modify or discontinue, temporarily or permanently, any payment method without notice to the Customer or giving any reason.
- 5.4 All payments for the Cleaning Services must be made to HTC using the payment methods made available on the Platform only. HTC shall not be held responsible for any losses which may arise from payments made directly to the Contractors or through payment methods apart from the available payment methods on the Platform.

6. Change and Cancellation of Booking Request

- 6.1 The Customer will be entitled to cancel or change any particulars of a Booking Request prior to 24 hours from the time and date on which the Cleaning Services are to be performed, without incurring any charges. If the Booking Request is changed by the Customer, the Contractor shall be entitled to accept or reject such revised Booking Request.
- 6.2 The Customer must initiate a cancellation of an accepted Booking Request through the Platform. Any other form of communication to the Contractor for cancellation of the Booking Request will not be considered and HTC shall treat the accepted Booking Request to remain effective.

- 6.3 If the Customer intended to cancel but did not make an effective cancellation in accordance with Clauses 6.2, the Customer will incur cancellation charges under Clause 6.4 where applicable.
- 6.4 If the Customer cancels an accepted Booking Request less than 24 hours from the time and date on which the Cleaning Services are to be performed, the Customer will be charged a cancellation fee of RM 50.
- 6.5 If the Contractor is unable to fulfil a confirmed Booking Request, HTC will attempt to find the Customer a replacement Contractor at no additional cost. If HTC cannot find the Customer an alternative Contractor, HTC will reschedule the Booking Request to a new time which suits the Customer. The Customer may cancel the Booking Request at no charge if and only if HTC is unable find a replacement Contractor for the Customer.
- 6.6 If the Customer decides to decline the replacement Contractor provided by HTC, the Customer must indicate his/her intention within 24 hours from the notification given by HTC on the replacement Contractor. If the Customer fails to notify HTC on his/her intention to decline, such omission shall constitute the Customer's agreement to the Cleaning Services to be provided by the replacement Contractor.
- 6.7 The authority to issue any refund to the Customer lies with HTC. The Customer should contact HTC directly for any refund. Once the refund amount is agreed between HTC and the Customer, HTC will issue the refund within a reasonable time.

7. Minimum Booking Request

- 7.1 The Customer is required to meet the following minimum number of accepted Booking Requests for recurring Booking Requests packages on the Platform:
- (a) Fortnightly/Monthly Booking Requests: 5;
 - (b) Weekly Booking Requests: 10.

If the Customer switches its recurring Booking Requests package on the Platform, the initial minimum Booking Requests will remain applicable to the Customer.

- 7.2 An early termination fee of RM 100 will be chargeable to the Customer if the number of accepted Booking Request falls below the minimum number stipulated in Clause 7.1 for 3 consecutive months commencing from first accepted Booking Request.

8. Covenants and Undertakings

- 8.1 The Customer hereby agrees to:
- (a) treat all Cleaners courteously and respectfully;
 - (b) provide a safe and appropriate working environment for the Cleaners in compliance with all applicable laws and regulations;
 - (c) ensure that the Cleaners work only within the scope of the Cleaning Services as provided in our Platform;
 - (d) ensure that the Customer's requests to the Cleaners at the time of booking the cleaning service and all subsequent requests comply with HTC's Terms and Conditions and all applicable laws and regulations;
 - (e) communicate to the Cleaners all information necessary for the Cleaners to perform the Cleaning Services as soon as practicable; and

- (f) provide the Cleaners with cleaning tools equipment and other materials, and co-operation required as soon as possible to enable them to provide the Cleaning Services.

8.2 In the event of any miscommunication, dispute or any other occurrence that may result in the misalignment of the Customer's expectation of the Cleaning Services rendered and the actual performance of the Contractor, the Customer agrees to immediately contact HTC at the first instance to inform HTC the issue, and allow HTC to facilitate the communication between the Customer and the Contractor for the purpose of resolving the miscommunication or dispute.

8.3 The Customer agrees that all Cleaning Services will always be requested and accepted via HTC's Platform, and engage or employ any Contractor the Customer has previously booked through HTC.

8.4 If a Contractor offers to provide Cleaning Services to the Customer through means other than HTC, the Customer shall not accept such offer and the Customer shall notify HTC immediately.

8.5 If it is found that the Customer engages the Contractor directly upon and through using the Services of HTC, HTC reserves the right to terminate the Customer's account and refuse to re-register the Customer in future.

9. Termination

9.1 HTC reserves the right to terminate the Customer's account with immediate effect should the Customer breaches the HTC's Terms and Conditions.

9.2 The Customer may terminate his/her account with HTC, provided that the Customer has:

- (a) settled all outstanding balances or debt owing to HTC and/or the Contractor prior to terminating his/her account, where the failure to do so may result in HTC charging such outstanding balances to the Customer;
- (b) emailed HTC's customer service at support@helptoclean.com to inform HTC of the his/her request to terminate the account; and
- (c) complied with all other clauses within HTC's Terms and Conditions.

10. Intellectual Property Rights

10.1 All Intellectual Property Rights in the Platform ("**Platform IPR**") shall belong exclusively to HTC. In order to provide the Services to the Customer, HTC hereby grants to the Customer a non-exclusive, non-assignable, non-transferable, non-sub licensable, limited license to use the Platform IPR during the time the Customer is granted access to the Platform, solely for the purpose of providing the Services to the Customer in accordance with these Conditions.

10.2 The Customer hereby assigns (including the present assignment of rights created in the future) to HTC all rights, including Intellectual Property Rights, interests and title in the Platform IPR, whether now existing or in the future created, to which the Customer is now or may at any time after the date of these Conditions be entitled by virtue of or pursuant to any of the law in force in any part of the world throughout the world including all renewals, reversions and extensions. The Customer shall execute all further documents and deeds necessary to effect, perfect, record, or register such assignment.

10.3 The Customer agrees not to use, disclose, publish, market, sell or distribute any material incorporating the Platform IPR or any part thereof without the prior written consent of HTC.

11. Liability

In no event will HTC be liable for any of the Customer's loss of profit, savings, third party, contracts, revenue, interest or goodwill (unless specifically covered under an indemnity) or for any consequential, indirect, incidental or special loss, damage or expenses even if it has been advised of their possible existence and even if such loss damage or expense is caused by the negligence of HTC, its employees, directors, officers, affiliates, agents or subcontractors, the Contractors, and the Cleaners.

12. Severability

If any provision or part of a provision of these Conditions 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 these Conditions, all of which shall remain in full force and effect.

13. Assignment

The Parties may not assign or attempt to assign any rights or obligations or the benefit of these Conditions unless it has obtained the prior written consent of the other Parties.

14. Waivers

No failure or delay by any Party in exercising any right, power or remedy under these Conditions shall operate as a waiver thereof, nor shall any single or partial exercise of the same preclude any further exercise thereof or the exercise of any other right, power or remedy. Without limiting the foregoing, no waiver by any Party of any provision hereof shall be deemed to be a waiver of any subsequent breach of that or any other provision hereof.

15. Amendments and Consents

Provisions of these Conditions may be amended, modified or supplemented by HTC only.

16. Notice

Any notice required or permitted to be given by either party to the other under these Conditions shall be in Writing addressed, if to HTC, to its registered office or principal place of business and if to the Customer, to the address stipulated by the Customer upon registering an account on HTC's Platform.

17. Waiver

No waiver by HTC of any breach of these Conditions by the Customer shall be considered as a waiver of any subsequent breach of the same or any other provision. Further, HTC's failure to enforce the HTC's Terms and Conditions shall not constitute a waiver of these terms, and such failure shall not affect the right later to enforce the HTC's Terms and Conditions.

18. Third Party Rights

No person who is not a party to these Conditions (including any employee officer agent representative or sub-contractor of either party) shall have any right to enforce any terms of these Conditions which expressly or by implication confers a benefit on that person without the express prior Conditions in writing of the parties.

19. Whole Agreement

These Conditions shall constitute the entire agreement between HTC and the Customer relating to the subject matter hereof and supersedes and replaces in full all prior understandings, communications and agreements with respect to the subject matter hereof.

20. Governing Law and Dispute Resolution

These Conditions shall be governed by and construed in accordance with the laws of Malaysia and the Parties agree to submit to the jurisdiction of the courts of Malaysia.