

HELPMYTASK - Terms of Service

Created: February 27, 2020

These Terms of Service ("TOS") constitute a legally binding agreement between you and HELPMYTASK OÜ, Registration code: 14740841, Harju maakond, Tallinn, Lasnamäe linnaosa, Pae tn 25-47, 11414, Estonia ("Company") governing your use of the HELPMYTASK Platform (as defined below), Company's website (www.helpmytask.com or the "Site") and/or mobile applications (the "Apps"). The HELPMYTASK platform and related services provided by Company, the Site and Apps, including without limitation communications and information (whether in writing, orally, or otherwise howsoever) provided by Company to potential and actual Supplier/Service provider and Clients in relation to the services, together are hereinafter collectively referred to as the "HELPMYATSK Platform."

Any personal data you submit to the HELPMYTASK Platform or which we collect about you is governed by our Privacy Policy ("Privacy Policy"). A copy of our Privacy Policy is available [HERE \(LINK\)](#). You acknowledge and confirm that by using the HELPMYTASK Platform you have reviewed the Privacy Policy.

Your use of the HELPMYTASK Platform constitutes your acceptance of and agreement to all of the terms and conditions in these Terms of Service and any future amendments and additions to this Agreement (as defined below) as we may publish from time to time. These Terms of Service and Privacy Policy together form and are hereinafter referred to as "Agreement." If you object to anything in this Agreement, you may not use or access the HELPMYTASK Platform.

A few highlights of these Terms of Service include:

- You agree that the HELPMYTASK Platform is provided "as is" and without warranty (Section 11).
- Your agreement that Company has no liability regarding the HELPMYTASK Platform or the performance of Tasks (Section 11) except as may be expressly set forth in this Agreement.
- Your acknowledgement and agreement that you, and not HELPMYTASK Platform, scope, supervise, direct, control, and monitor a Supplier/Service provider's work and the Tasks assigned to them (Section 1).
- Your consent to release Company from liability based on claims between Users (Section 2) and generally (Sections 11), subject to the exceptions expressly set forth in those Sections.
- Your agreement to release Company from claims due to your use or inability to use the HELPMYTASK Platform or content submitted from your account to the HELPMYTASK Platform (Section 11).

1. The HELPMYTASK Platform Connects Suppliers/Service providers and Clients

The HELPMYTASK Platform is a web-based communications platform which enables connections between Clients and Suppliers / Service providers. "Clients" are individuals and/or businesses seeking to obtain services or goods (collectively referred as "Tasks") from Suppliers / Service providers, and are therefore clients of Suppliers / Service providers, and "Suppliers / Service providers" are individuals and/or businesses seeking to perform Tasks for Clients. Clients and Suppliers / Service providers together are hereinafter referred to as "Users." If you agree on the terms of a Task with another User, you and such other User form a Service Agreement directly between the two of you as set forth in more detail in (Section 3) below.

Suppliers / Service providers are independent contractors and not employees, partners, agents, joint ventures, or franchisees of Company. Company does not perform Tasks and does not employ individuals to perform Tasks. Users hereby acknowledge that Company does not supervise, direct, control or monitor a Suppliers / Service providers work. HELPMYTASK is not responsible for the work and therefore has no responsibility or liability for the work performed on the Tasks in any manner, including but not limited to a

warranty or condition of good and workmanlike services, warranty of fitness for a particular purpose, or compliance with any law, regulation, or code.

The HELPMYTASK Platform only enables connections and funds transfers between Users for the fulfillment of Tasks. HELPMYTASK Platform is not responsible for the performance or communications of Users, nor does it have control over the quality, timing, legality, failure to provide, or any other aspect whatsoever of Tasks, Suppliers / Service providers, Clients, nor of the integrity, responsibility, qualifications, or any of the actions or omissions whatsoever of any Users, or of any ratings provided by Users with respect to each other. Company makes no warranties or representations about the suitability, reliability, timeliness, or accuracy of the Tasks requested or services/goods provided by Suppliers / Service providers, or the communications of or between, Users identified through the HELPMYTASK Platform, whether in public, private, or offline interactions or otherwise howsoever.

2. KYC and User Representations and Warranties

KYC (Know Your Customer)

Users of HELPMYTASK platform may be subject to an extensive verification process before they can register for and during their use of the HELPMYTASK Platform, including but not limited to a verification of identity, work permit and criminal background checks, using third party services as deemed appropriate ("Identity Checks"). HELPMYTASK uses third party services to perform checks and therefore HELPMYTASK cannot and does not assume any responsibility for the accuracy or reliability of Identity Check information or any information provided through the HELPMYTASK Platform.

Although HELPMYTASK may perform Identity Checks, Company is not required to do so and cannot confirm that each User is who they claim to be. When interacting with other Users, you should exercise caution and common sense to protect your personal safety, data, and property, just as you would when interacting with other persons whom you don't know. HELPMYTASK will not be liable for any false or misleading statements made by Users of the HELPMYTASK Platform. Neither HELPMYTASK nor its parents, affiliates, or licensors, including their respective directors, officers, shareholders, agents, investors, subsidiaries, attorneys, representatives, insurers, employees, successors and assigns (hereinafter referred to collectively as "HELPMYTASK and Affiliates"), is responsible for the conduct, acts, or omissions, whether online or offline, of any User of the HELPMYTASK Platform and you hereby release HELPMYTASK and Affiliates from any and all liability, claims, demands, or damages of every kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way connected with such use of the HELPMYTASK Platform.

User Representations and Warranties

You represent and warrant that:

- You are 18 years of age or older and are at least of the legally required age in the jurisdiction in which you reside, and are otherwise capable of entering into binding Agreement.
- You have the unrestricted right to work in the jurisdiction in which you reside and accept each applicable Task without additional immigration approvals.
- You have the right, authority and capacity to enter into this Agreement and to abide by the terms of Service of this Agreement, and that you will so abide. Where you enter into this Agreement on behalf of a company or other organization, you represent and warrant that you have authority to act on behalf of that entity and to bind that entity to this Agreement.

You further represent and warrant that you have read, understand, and agree to be bound by these Terms of Service in order to access and use the HELPMYTASK Platform. You hereby warrant and represent that you

will respect the privacy (including without limitation private, family and home life), property and data protection rights of Users and that you will not record (whether video or audio or otherwise) any Task or any interaction by or with any User and/or Company in connection with the HELPMYTASK Platform without the prior written consent of Company and the relevant User, as applicable. You further represent and warrant that you will fulfill the commitments you make to other Users, including paying/receiving payment through the HELPMYTASK Platform, performing the Task(s) agreed upon as between the Suppliers / Service provider and Client, communicating clearly and promptly through the chat thread and/or responding to invitations promptly, being present and/or available at the time you agree upon with your Suppliers / Service provider or Client as the case may be, and only utilizing the third party payment processing system specified or approved by us to make or receive payment for services provided through the HELPMYTASK Platform for "Online payment" method (Section4). You also represent and warrant that you will act professionally and responsibly in your interactions with other Users. You further represent and warrant that when using or accessing the HELPMYTASK Platform, you will act in accordance with any applicable national or international law, custom and in good faith.

You hereby warrant and represent that, other than as fully and promptly disclosed to Company as set forth below, you do not have any motivation, status, or interest which Company may reasonably wish to know about in connection with the HELPMYTASK Platform, including without limitation, if you are using or will or intend to use the HELPMYTASK Platform for any journalistic, investigative, or unlawful purpose; or if you have any potentially relevant unspent criminal convictions or cautions (other than minor fixed penalty parking or speeding offenses). You hereby warrant and represent that you will promptly disclose to Company in writing any such motivation, status or interest, whether existing prior to registration or as arises during your use of the HELPMYTASK Platform and must obtain a written approval from Company to proceed with such actions.

Suppliers / Service providers additionally represent and warrant that you will provide timely, high-quality services to your Clients, you will only offer and provide services for which you have the necessary skills and expertise, and you will provide the services safely.

3. Contract between Clients and Suppliers / Service providers

You acknowledge and agree that a legally binding Agreement (the "Service Agreement") is formed when you agree on the terms of a Task with another User. The terms of the Service Agreement include the terms set forth in this Section 3, the engagement terms proposed and accepted on the HELPMYTASK Platform, and any other contractual terms accepted by both the Suppliers / Service provider and their Client to the extent such terms do not conflict with the terms in this Agreement, including this Section 3, and do not expand HELPMYTASK platform's obligations or restrict HELPMYTASK platform's rights under this Agreement. You agree that HELPMYTASK platform is not a party to any Service Agreement and the formation of a Service Agreement will not, under any circumstance, create an employment or other service relationship between HELPMYTASK platform and the Suppliers / Service provider (or anyone else supplied by the Suppliers / Service provider), nor will it create an employment relationship between the Client and the Suppliers / Service provider or any such person. Company's role is restricted to make connections and solely to act as a limited payment collection agent using external payment service provider ("PSP", see below Section 4) for the Suppliers / Service provider to facilitate payment on behalf of the Suppliers / Service provider through the HELPMYTASK Platform in respect of Tasks they perform. In acting as the limited payment collection agent for particular Tasks on the HELPMYTASK Platform, HELPMYTASK platform disclaims any other agency or authority to act on behalf of the Suppliers / Service provider, and assumes no liability for any acts or omissions of the Suppliers / Service provider, either within or outside of the HELPMYTASK Platform.

Where approved in advance by the Client, the Suppliers / Service provider is not obligated to personally perform the Services. Before any Task services are performed by any assistants, helpers, subcontractors or other personnel engaged by the Suppliers / Service provider (collectively "Assistants"), the Suppliers /

Service provider shall require any such individuals to become fully registered, oriented and verified Suppliers / Service providers on the HELPMYTASK Platform. A Suppliers / Service provider's failure to comply with this provision by bringing an Assistant who is not a registered Suppliers / Service provider could lead to removal from the HELPMYTASK Platform. The Suppliers / Service provider assumes full and sole responsibility for the acts and omissions of such Assistants, including without limitation the payment of all compensation, benefits and expenses of Assistants, if any, and for all required and applicable tax withholdings as to the Suppliers / Service provider and all persons engaged by the Suppliers / Service provider in the performance of the Task services.

While using the HELPMYTASK Platform, Clients, in their sole discretion, determine whether they will be present or not when a Task is performed and/or completed. Clients who elect not to be present when a Task is performed and/or completed agree that if someone other than them (i.e. spouse, roommate, friend, etcetera) is present when the Task is performed, they are appointing that person as their agent ("Client's Agent") and Suppliers / Service provider may take and follow direction from the Client's Agent as if such direction was given from the Client him or herself. The Client's Agent may authorize any applicable waiver by signing in the Client's stead. Client agrees that such direction and/or waiver is valid and enforceable against Client and Client's Agent, and Client shall be responsible and liable for all such direction and/or waiver as if made by Client him or herself.

The Client shall pay their Supplier/Service provider directly for completed Task services in cash or through the External Payment Service Provider (the "PSP") (section 4) as indicated on the HELPMYTASK Platform at the rates agreed to by the parties in the Service Agreement. Each party agrees to comply with the Service Agreement and this Agreement during the engagement, performance and completion of a Task. Both parties agree to notify HELPMYTASK platform of any disputes prior to negotiation of or filing of any claims, and to negotiate any dispute informally via HELPMYTASK representatives for at least ten (10) days before initiating any proceeding. HELPMYTASK reserves the right to suspend or terminate any account or Task pending the resolution of any dispute.

4. Billing and Payment Policy

Users of the HELPMYTASK Platform contract for Tasks directly with other Users. HELPMYTASK platform will not be a party to any agreements and/or contracts for Tasks or services. Payment for Task services through the HELPMYTASK Platform is made directly from the Client to the Supplier/Service provider via the PSP (see further details below), and not by HELPMYTASK. HELPMYTASK is not obligated to pay Supplier/Service provider for Client's failure to pay for services.

Users of the HELPMYTASK Platform will be required to provide their credit card and/or bank account details to the PSP. HELPMYTASK will not have access to user's credit card and/or bank account details. All data is passed to PSP via coded channel directly and is not stored on the platform.

HELPMYTASK uses 2 payment methods for Tasks.

Cash payment - This option allows users to balance their payments outside HELPMYTASK environment. HELPMYTASK is not part of this transaction and do not overview payment flow. There is no support or involvement by HELPMYTASK platform in dispute handling for this type of payment.

Online payment – All major credit cards are accepted. This type of payment is processed by PSP. In order for Client to use this payment method – name, surname, email, date of birth, country of residence and nationality must be filled correctly.

4.1 External payment service provider ("PSP") MANGOPAY S.A., additional contract terms

HELPMYTASK is using external payment service provider to process funds. In order to use "online payment" method, including making online bank card payment, receipt of funds, fund escrow, refund and payout to provided bank account the General terms of service of the external payment service provider MANGOPAY S.A., 10 Boulevard Royal, L-2449 Luxembourg(can be found [HERE](#)) also apply to these users. The payment service provider MANGOPAY S.A. becomes a contractual partner solely of the user with respect to payment processing via HELPMYTASK "Online payment" method.

4.2 Availability of HELPMYTASK "Online payment" in certain countries

HELPMYTASK "Online payment" and the payment processing services of MANGOPAY S.A. are only available in certain countries. A list of countries HELPMYTASK "Online payment" can be used, is found [HERE](#). In case MANGOPAY S.A. discontinue its services in certain countries, the use of HELPMYTASK "Online payment" will also stop its service in the affected region.

4.3 HELPMYTASK Supplier/Service provider wallet

Every Supplier/Service provider receives its own personal digital wallet. This wallet allows to see available funds received from successfully completed Tasks and to initiate payout to the bank account specified by the Supplier/Service provider. In order to initiate payout transfer, Supplier/Service provider must pass KYC verification.

HELPMYTASK's Supplier/Service provider wallet is an e-money account held by MANGOPAY, S.A.

4.4 HELPMYTASK "Online payment" Fee

Suppliers / Service providers who accept this payment method are charged with credit card processing fee of three percent and thirty-five Euro cents per transaction (**3%+0.35Eur / per online transaction**)

In order to use "Online payment" Suppliers / Service providers required to register with the PSP, agree to the terms of service of the PSP, and go through a vetting process at the request of the PSP to set up their account with the PSP (the "PSP Services Agreement"). By accepting these Terms of Service, each Supplier/Service provider agrees that they have downloaded or printed, and reviewed and agreed to, the PSP Services Agreement. Please note that HELPMYTASK is not a party to the PSP Services Agreement and that you, the PSP and any other parties listed in the PSP Services Agreement are the parties to the PSP Services Agreement and that HELPMYTASK has no obligations or liability to any Supplier/Service provider or other party under the PSP Services Agreement.

4.4.1 Online payment flow

When client accepts offer from selected Supplier / Service provider, accepted Supplier / Service provider offer sum gets credited from supplied by customer bank card.

This amount is deposited on separate e-money escrow account which is held by MANGOPAY S.A. The client undertakes not to have any deposited amounts being reversed without prior notice.

After Supplier / Service provider finishes his work on the Task by pressing "Complete", "Finished by supplier" process is initiated.

Client gets notified via email and/or in app notification as well, as task status changes to "Finished by supplier". After this moment client has 72h to accept work on the Task.

After Client confirms Task was completed by pressing "Complete", Task changes status to "Completed" and Task sum minus fee (p 4.5. of current agreement), are released to Supplier / Service provider e-wallet.

In case if client doesn't engage during 72h, Task automatically changes to "Completed" and Task sum minus fee (p 4.5. of current agreement), are released to Supplier / Service provider e-wallet.

If Task wasn't done or was done poorly and this fact is proven, client can start a dispute process by initiating "Complaint" – in such event funds are withheld until dispute is settled. HELPMYTASK support will be engaged to resolve this dispute. HELPMYTASK support will contact both sides and try to reach a mutual agreement. After receiving a written settlement agreement from both parties, HELPMYTASK shall be entitled to transfer the deposited sum, fully or in part, to the Supplier/Service provider e-wallet or to re-fund the deposited sum, fully or in part, to the client's bank card that was used to pay for the Task.

In case of refund to the Client, credit card processing fee of three percent and thirty-five Euro cents (3%+0.35Eur / per online transaction) in not refundable.

4.4.2 Funds payout available on e-wallet (Suppliers / Service providers)

In order for Supplier / Service provider to payout funds available on e-wallet, depending on the legal status of Supplier / Service provider, KYC verification by PSP has to be carried out. Following steps need to be done:

Fields in profile - Supplier / Service provider (Natural person)

- Name
- Surname
- Email address
- Date of birth
- Country of residence
- Nationality

Additional document:

Identity proof - ID Card, Passport, Residence Permit, or Driving License for EU area. Passport or Driving License for the UK, USA and Canada. For other nationalities, a passport is required.

This document must be submitted in "Wallet" section of the Supplier / Service provider menu in web application. ("<https://app.helpmytask.com/wallet>")

After all of the above steps have been done, KYC process will be started automatically by PSP. After successful KYC validation, Supplier / Service provider (Natural person) will get green "Verified" status in the KYC DOCUMENTS field of the wallet and blue KYC label near avatar will appear.

After KYC status is "Verified", Supplier / Service provider (Natural person) can add bank account to proceed with withdrawal to provided bank account.

Fields in profile - Supplier / Service provider (Legal person)

Legal representative details:

- Name
- Surname
- Email address
- Date of birth
- Country of residence
- Nationality
- Address

Company details:

- Name
- Registration number ("<https://docs.mangopay.com/guide/company-number>")
- Registration address
- UBO declaration

Additional document:

Identity proof of legal representative - ID Card, Passport, Residence Permit, or Driving License for EU area. Passport or Driving Licence for the UK, USA and Canada. For other nationalities, a passport is required.

In the case of a legal user, this document should refer to the individual duly empowered to act on behalf of the legal entity. ID card: Front AND Back (Valid) OR Passport (Valid)

Articles of Association (Statutes) - Certified articles of association - formal memorandum stated by the entrepreneurs, in which the following information is mentioned: business name, activity, registered address, shareholding

Registration Proof - Extract from the Company Register issued within the last three months. In the case of an organization or soletrader, this can be a proof of registration from the official authority

These documents must be submitted in "Wallet" section of the Supplier / Service provider menu in web application. ("<https://app.helpmytask.com/wallet>")

After all of the above steps have been done, KYC process will be started automatically by PSP. After successful KYC validation, Supplier / Service provider (Legal person) will get green "Verified" status in the KYC DOCUMENTS field of the wallet and blue KYC label near avatar will appear.

After KYC status is "Verified", Supplier / Service provider (Legal person) can add bank account to proceed with withdrawal to provided bank account.

HELPMYTASK reserves the right (but not the obligation), in its sole discretion, upon request from Client or Supplier / Service provider or upon notice of any potential fraud, unauthorized charges or other misuse of the HELPMYTASK Platform, to

- place on hold any Task Payment
- place on hold refund

Users of the HELPMYTASK Platform will be liable for any taxes (including VAT, if applicable) required to be paid on the Tasks provided under the Agreement.

4.4.3 HELPMYTASK service plans and options for Supplier / Service provider

HELPMYTASK has 3 service plans based on monthly subscription:

1. Free

This plan is free. Includes: 10bids per month, use of online payment (3%+0.35Eur / per online transaction) and minimum withdrawal amount of 150 Euro

2. Pro

Plan costs 25Eur/month. Includes: 50bids per month, use of online payment (3%+0.35Eur / per online transaction) and minimum withdrawal amount of 50 Euro

3. Unlimited

Plan cost 45Eur/month. Includes: unlimited bids per month, use of online payment (3%+0.35Eur / per online transaction) and minimum withdrawal amount of 1 Euro

After registration FREE plan is activated automatically.

In order to purchase a monthly subscription for the above-mentioned paid plans, Supplier / Service provider must fill card details in Wallet section.

HELPMYTASK during its first year offers PROMOTIONAL UPGRADE for the first 1000 Suppliers / Service providers from the country to UNLIMITED plan for FREE.

5. Public Areas; User generated content

The HELPMYTASK Platform may contain profiles, email systems, blogs, message boards, reviews, ratings, 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 materials that are relevant and proper to the applicable forum. For the safety and integrity of the HELPMYTASK Platform, you should not share your personal contact information with other Users.

Without limitation, while using the HELPMYTASK Platform, you may not:

- Defame, abuse, harass, stalk, threaten, intimidate, misrepresent, mislead, or otherwise violate the legal rights (such as, but not limited to, rights of privacy, confidentiality, reputation, and publicity) of others, including Users and HELPMYTASK staff, or use information learned from the HELPMYTASK Platform or during the performance of Tasks to otherwise defame, abuse, harass, stalk, threaten, intimidate, misrepresent, mislead, or otherwise violate the legal rights of any other User or Company staff;
- Publish, post, upload, distribute or disseminate any profane, defamatory, infringing, obscene or unlawful topic, name, material or information on the HELPMYTASK Platform;
- Use the HELPMYTASK Platform for any unauthorized purpose, including, but not limited to posting or completing a Task which is illegal or otherwise unlawful;
- Upload files that contain software or other material that violates the intellectual property rights (or rights of privacy or publicity) of any User, third party, or HELPMYTASK;
- Upload files that contain viruses, Trojan horses, corrupted files or any other similar software that may damage the operation of another's electronic devices;
- Post or upload any content to which you have not obtained any necessary rights or permissions to use accordingly;
- Post or complete a Task requiring a User to
 - purchase or obtain gift cards or money orders
 - post ratings or reviews on any third-party website in breach of such third-party website's terms of use
 - otherwise engage in activity that is illegal or deemed dangerous, harmful or otherwise inappropriate by HELPMYTASK in its sole discretion;
- Conduct or forward surveys, contests, pyramid schemes, or chain letters;
- Impersonate another person or a User or allow any other person or entity to use your identification to post or view comments;
- Be involved in the sale of counterfeit or stolen items;
- Post the same Task repeatedly ("Spamming"). Spamming is strictly prohibited;
- Post materials containing obscene content or containing pornography (including but not limited to child pornography) or be harmful to minors;
- Represent yourself being employed or directly engaged by or affiliated with HELPMYTASK Platform or purport you to act as a representative or agent of HELPMYTASK Platform;
- Download any file posted by another User that a User knows, or reasonably should know, cannot be legally distributed through the HELPMYTASK Platform;
- Violate any law, statute, ordinance, or regulation (including without limitation those governing export control, consumer protection, unfair competition, anti-discrimination or false advertising);
- Restrict or inhibit any other User from using and enjoying the Public Areas;
- Imply or state that any statements you make are endorsed by HELPMYTASK, without the prior written consent of HELPMYTASK;
- Use a robot, spider, manual, meta tag, "hidden text," agent, robot, script, and/or automatic processes or devices to data-mine, data-crawl, scrape collect, mine, republish, redistribute, transmit, sell, license, download, manage or index the HELPMYTASK Platform, or the personal information of others, in any manner;

- Frame or utilize framing techniques to enclose the HELPMYTASK Platform or any portion thereof;
- Hack or interfere with the HELPMYTASK Platform, its servers or any connected networks;
- Adapt, alter, license, sublicense or translate the HELPMYTASK Platform for your own personal or commercial use;
- Use or alter, visually or otherwise, any copyrights, trademarks or proprietary marks or rights owned by HELPMYTASK Platform and Affiliates;
- Upload content to the HELPMYTASK Platform that is offensive and/or harmful, including, but 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 to materials that exploit people in an abusive, violent or sexual manner;
- Use the HELPMYTASK Platform to solicit for any other business, website or service, or otherwise contact Users for employment, contracting for any purpose not related to use of the HELPMYTASK Platform as set forth herein;
- Use the HELPMYTASK Platform to collect usernames and or/email addresses of Users by electronic or other means;
- Use the HELPMYTASK Platform or the Task services in violation of this Agreement;
- Use the HELPMYTASK Platform in a manner that is false or misleading (directly or by omission or failure to update information) or for the purpose of accessing or otherwise obtaining Company's trade secret information for public disclosure, copying of trade secret for own business use or other purposes;
- Attempt to circumvent the payments system or service fees in any way including, but not limited to, processing payments outside of the HELPMYTASK Platform, providing inaccurate information on invoices, or otherwise invoicing in a fraudulent manner;
- Register under different usernames or identities after your account has been suspended or terminated, or register under multiple usernames or false identities, or register using a false or disposable email or phone number;
- Cause any third party to engage in the restricted activities above.

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. HELPMYTASK will not be responsible for the action of any Users with respect to any information or materials posted in Public Areas.

The HELPMYTASK Platform hosts User-Generated Content relating to reviews and ratings of specific Suppliers / Service providers ("Feedback"). Such Feedback is such User's opinion and not the opinion of HELPMYTASK, has not been verified or approved by HELPMYTASK Platform and each Client should undertake their own research to be satisfied that a specific Supplier / Service provider is the right person for a Task. You agree that HELPMYTASK is not responsible or liable for any Feedback or User-Generated Content. Company encourages each User to give objective, constructive and honest Feedback about the other Users with whom they have transacted. Such a review must be made in a non-abusive manner. Company is not obligated to investigate any remarks posted by Users for accuracy or reliability but may do so at its discretion.

Each Supplier / Service provider hereby waives all rights and releases HELPMYTASK and Affiliates from, and shall neither sue nor bring any proceeding 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 Supplier / Service provider's identity, likeness or voice in connection with the HELPMYTASK Platform.

Each Supplier / Service provider acknowledges that HELPMYTASK shall not owe any financial or other remuneration for using the recordings provided hereunder by such Supplier / Service provider, either for initial or subsequent transmission or playback, and further acknowledges that HELPMYTASK is not responsible for any expense or liability incurred as a result of such Supplier / Service provider's recordings or participation in any recordings, including any loss of such recording data.

Each Supplier / Service provider who provides to HELPMYTASK any videotape, film, recording, photograph, voice, or any related instrumental, musical or other sound effects, in exchange for the right to use the HELPMYTASK Platform, hereby irrevocably grants to HELPMYTASK the non-exclusive, fully-paid, royalty-free, transferable, sublicensable, worldwide, unrestricted, and perpetual right to:

- Exhibit, distribute, display, transmit, and broadcast on any and all media, including, without limitation, the internet, any videotape, film, recording or photograph that such User provides to Company or that Company takes of Tasker, and use, reproduce, modify, or creative derivatives of such Tasker picture, silhouette and other reproductions of their physical likeness (as the same may appear in any still camera photograph and/or motion picture film or video) (collectively the "Physical Likeness");
- Reproduce in all media any recordings of such Supplier / Service provider's voice, and all related instrumental, musical, or other sound effects (collectively, the "Voice"), made in connection with the HELPMYTASK Platform;
- Use, and permit to be used, such Supplier / Service provider's Physical Likeness and Voice in the advertising, marketing, and/or publicizing of the HELPMYTASK Platform in any media; and
- Use, and permit to be used, such Supplier / Service provider's name and identity in connection with the HELPMYTASK Platform.

You hereby grant HELPMYTASK a non-exclusive, worldwide, perpetual, irrevocable, royalty-free, sublicensable (through multiple tiers) right to exercise all copyrights, publicity rights, and any other rights you have in your User Generated Content, in any media now known or not currently known in order to perform and improve upon the HELPMYTASK Platform.

You acknowledge and agree that HELPMYTASK Platform is not involved in the creation or development of User Generated Content, disclaims any responsibility for User Generated Content, and cannot be liable for claims arising out of or relating to User Generated Content. Further, you acknowledge and agree that HELPMYTASK Platform has no obligation to monitor, review, or remove User Generated Content, but reserves the right to limit or remove User Generated Content on the HELPMYTASK platform at its sole discretion.

6. Termination and Suspension

Company may terminate or limit your right to use the HELPMYTASK Platform at any time in the event we believe that you have breached any provision of this Agreement (a "User Breach"), by providing you with written or email notice. Such termination or limitation will be effective immediately upon sending of such notice.

If Company terminates or limits your right to use the HELPMYTASK platform pursuant to this Section 7, you are prohibited from registering and creating a new account under your name, a fake or borrowed name, or the name of any third party, even if you may be acting on behalf of the third party. If Company terminates or

limits your right to use the HELPMYTASK platform as a Client due to a User Breach, you will not be entitled to any refund of unused balance in your account.

Even after your right to use the HELPMYTASK Platform is terminated or limited, this Agreement will remain enforceable against you. HELPMYTASK reserves the right to take appropriate legal action.

Company reserves the right to modify or discontinue, temporarily or permanently, all or any portion of the HELPMYTASK Platform at its sole discretion. Company is not liable to you for any modification or discontinuance of all or any portion of the HELPMYTASK Platform. Company has the right to restrict anyone from completing registration as a Supplier / Service provider if Company believes such person may threaten the safety and integrity of the HELPMYTASK Platform, or if, in Company's discretion, such restriction is necessary to address any other reasonable business concern.

You may terminate this Agreement at any time by ceasing all use of the HELPMYTASK Platform and/or deleting account from the Profile section. All parts of this Agreement which by their very nature should survive the expiration or termination of this Agreement shall continue in full force and effect subsequent to and notwithstanding the expiration or termination of this Agreement.

7. Account, Password, and Security

You must register with HELPMYTASK and create an account to use the HELPMYTASK Platform (an "Account"). You are the sole authorized user of your account. You are responsible for maintaining the confidentiality of any log-in, password, and account number provided by you or given to you by HELPMYTASK for accessing the HELPMYTASK Platform. You are solely and fully responsible for all activities that occur under your password or account, even if not authorized by you. If you are accessing and using the HELPMYTASK Platform on someone else's behalf, you represent that you have the authority to bind that person as the principal to all Terms provided herein. HELPMYTASK has no control over the use of any User's account and expressly disclaims any liability derived therefrom. Should you suspect that any unauthorized party may be using your password or account or you suspect any other breach of security, you must contact HELPMYTASK Platform immediately.

8. Links to Third-Party Websites

The HELPMYTASK Platform may contain links (such as hyperlinks) to third-party websites. Such links do not constitute endorsement by HELPMYTASK or association with those websites, their content or their operators. Such links (including without limitation external websites that are framed by the HELPMYTASK Platform as well as any advertisements displayed in connection therewith) are provided as an information service, for reference and convenience only. HELPMYTASK does not control any such websites, and is not responsible for their availability or accuracy, or content, advertising, products, or services. It is your responsibility to evaluate the content and usefulness of the information obtained from other websites. You acknowledge and agree that HELPMYTASK is not involved in the creation or development of third-party websites and disclaims any responsibility for third-party websites, and cannot be liable for claims arising out of or relating to third-party websites. Further, you acknowledge and agree that HELPMYTASK has no obligation to monitor, review, or remove links to third-party websites, but reserves the right to limit or remove links to third-party websites on the HELPMYTASK platform at its sole discretion.

The use of any website controlled, owned or operated by third parties is governed by the terms and conditions of use and privacy policies for those websites. You access such third-party websites at your own risk. HELPMYTASK expressly disclaims any liability arising in connection with your use and/or viewing of any websites or other material associated with third-party links that may appear on the HELPMYTASK Platform. You hereby agree to hold Company harmless from any liability that may result from the use of links that may appear on the HELPMYTASK Platform.

As part of the functionality of the HELPMYTASK Platform, you may link your account with online accounts you may have with third-party service providers (such as Facebook) (each such account, a "Third-Party Account") by either: providing your Third-Party Account login information through the HELPMYTASK Platform; or allowing HELPMYTASK 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 login information to HELPMYTASK Platform and/or grant HELPMYTASK Platform access to 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 HELPMYTASK Platform to pay any fees or making HELPMYTASK Platform subject to any usage limitations imposed by such third-party service providers. By granting HELPMYTASK Platform access to any Third-Party Accounts, you understand that HELPMYTASK Platform may access, make available and store (if applicable) any content that you have provided to and stored in your Third-Party Account (the "SNS Content") so that it is available on and through the HELPMYTASK Platform via your account, including without limitation any friend lists, and HELPMYTASK Platform may submit and receive additional information to your Third-Party Account to the extent you are notified of this 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. Depending on the Third-Party Accounts you choose, and subject to the privacy settings that you have set in such Third-Party Accounts, personally identifiable information that you post to your Third-Party Accounts may be available on and through your account on the HELPMYTASK Platform. Please note that if a Third-Party Account or associated service becomes unavailable or HELPMYTASK Platform'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 HELPMYTASK Platform. You will have the ability to disable the connection between your account on the HELPMYTASK Platform and your Third-Party Accounts at any time, as set out below. 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. HELPMYTASK Platform makes no effort to review any SNS Content for any purpose, including but not limited to, for accuracy, legality, or non-infringement, and HELPMYTASK Platform is not responsible for any SNS Content.

9. Intellectual Property Rights

All text, graphics, editorial content, data, formatting, graphs, designs, HTML, look and feel, photographs, music, sounds, images, software, videos, designs, trademarks, logos, typefaces and other content (collectively, "Proprietary Material") that Users see or read through the HELPMYTASK Platform is owned by Company, excluding User Generated Content, which Users hereby grant HELPMYTASK platform a license to use. Proprietary Material is protected in all forms, media and technologies now known or hereinafter developed. HELPMYTASK owns all Proprietary Material, as well as the coordination, selection, arrangement and enhancement of such Proprietary Materials. The Proprietary Material is protected by the domestic and international laws governing copyright, patents, and other proprietary rights. Users may not copy, download, use, redesign, reconfigure, or retransmit anything from the HELPMYTASK Platform without HELPMYTASK'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 written permission of Company and, if applicable, the holder of the rights to the User Generated Content.

Trademark of HELPMYTASK, including without limitation "HELPMYTASK – Your daily assistant" and the HELPMYTASK logos, are Trademarks owned by the Company and registered in EUIPO under number 018132387. Any other trademarks, service marks, logos and/or trade names appearing via the HELPMYTASK Platform 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.

10. Copyright Complaints and Copyright Agent

HELPMYTASK Platform respects the intellectual property of others, and expects Users to do the same. If you believe, that any materials provided on or in connection with the HELPMYTASK Platform infringe upon your copyright or other intellectual property right, please send the following information to HELPMYTASK Platform's support team at: support@helpmytask.com :

- A description of the copyrighted work that you claim has been infringed, including the URL (Internet address) or other specific location on the HELPMYTASK Platform where the material that you claim has been infringed is located.
- A description of the location where the original or an authorized copy of the copyrighted work exists - for example, the URL (Internet address) where it is posted;
- Your address, telephone number and e-mail address;
- 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.

11. Disclaimer of Warranties

Use of the HELPMYTASK Platform is entirely at your own risk.

The HELPMYTASK Platform is provided on an "as is" basis without warranties of any kind, either expressed or implied, including, but not limited to, warranties of merchantability, fitness for a particular purpose, and non-infringement. HELPMYTASK Platform makes no warranties or representations about the accuracy or completeness of the content provided through the HELPMYTASK Platform or the content of any sites linked to the HELPMYTASK Platform and assumes no liability or responsibility in contract, warranty or in tort for any

- Errors, mistakes, or inaccuracies of content,
- Personal injury or property damage, of any nature whatsoever, resulting from your access to and use of the HELPMYTASK Platform,
- Any access to or use of our secure servers and/or any and all Personal Information and/or Financial Information stored therein;
- Events beyond our reasonable control. HELPMYTASK Platform does not warrant, endorse, guarantee or assume responsibility for any service advertised or offered by a third party through the HELPMYTASK Platform or any hyperlinked website or featured in any banner or other advertising, and HELPMYTASK will not be a party to or in any way be responsible for monitoring any transaction between you and third-party providers of products or services. As with the purchase of a product or service through any medium or in any environment, you should use your best judgment and exercise caution where appropriate. Without limiting the foregoing, HELPMYTASK Platform and Affiliates do not warrant that access to the HELPMYTASK Platform will be uninterrupted or that the HELPMYTASK Platform will be error-free; nor do they make any warranty as to the results that may be obtained from the use of the HELPMYTASK Platform, or as to the timeliness, accuracy, reliability, completeness or content of any Task, service, information or materials provided through or in connection with the use of the HELPMYTASK Platform. HELPMYTASK Platform and Affiliates are not responsible for the conduct, whether online or offline, of any User. HELPMYTASK and Affiliates do not warrant that the HELPMYTASK Platform is free from computer viruses, system failures, worms, trojan horses, or other harmful components or malfunctions, including during hyperlink to or from third-party websites.

Notwithstanding any feature a Client may use to expedite HELPMYTASK Platform selection, each Client is responsible for determining the Task and selecting their Supplier / Service provider and HELPMYTASK Platform does not warrant any goods or services purchased by a Client and does not recommend any

particular Supplier / Service provider. HELPMYTASK Platform does not provide any warranties or guarantees regarding any Supplier / Service provider's professional accreditation, registration or license.

In addition, no individual or entity shall be a third-party beneficiary of these Terms. These Terms are solely for the benefit of the parties to this Agreement and are not intended to and shall not be construed to give any person or entity other than you any interest, remedy, claim, liability, reimbursement, claim of action or any other rights (including, without limitation, any third party beneficiary rights), with respect to or in connection with any agreement or provision contained herein or contemplated hereby.

No liability

You acknowledge and agree that Company is only willing to provide the HELPMYTASK Platform if you agree to certain limitations of our liability to you and third parties. Therefore, you agree not to hold HELPMYTASK and Affiliates, or their corporate partners, liable for any claims, demands, damages, expenses, losses, governmental obligations, suits, and/or controversies of every kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed (collectively, "liabilities") that have arisen or may arise, relating to your or any other party's use of or inability to use the HELPMYTASK Platform, 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 HELPMYTASK and Affiliates and any destruction of your User Generated Content.

Under no circumstances will HELPMYTASK and Affiliates or their corporate partners be liable for any direct, indirect, incidental, actual, consequential, economic, special or exemplary damages (including but not limited to lost profits, loss of data, loss of goodwill, service interruption, computer damage, system failure, failure to store any information or other content maintained or transmitted by HELPMYTASK Platform, or the cost of substitute products or services) arising in connection with your use of or inability to use the HELPMYTASK Platform, even if advised of the possibility of the same.

HELPMYTASK and Affiliates expressly disclaim any liability that may arise between Users of the HELPMYTASK Platform. HELPMYTASK and Affiliates also do not accept any liability with respect to the quality or fitness of any work performed via the HELPMYTASK Platform.

Release

The HELPMYTASK Platform is only a venue for connecting Users. Because Company is not a party to or otherwise involved in the actual contract between Users or in the completion of the Task, in the event that you have a dispute with one or more Users, you hereby release HELPMYTASK platform and Affiliates and their corporate partners from any and all claims, demands, damages (including direct, indirect, incidental, actual, consequential, economic, special, or exemplary), expenses, losses, governmental obligations, suits and/or controversies of every kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way connected with such dispute.

Indemnification

You hereby agree to indemnify, defend, and hold harmless HELPMYTASK Platform and Affiliates, and their successors and assigns (the "Indemnified Parties") from and against any and all direct claims, demands, and damages, including reasonable attorney's fees and costs, incurred in connection with:

- Your use or inability to use the HELPMYTASK Platform or HELPMYTASK Services
- Your breach or violation of this Agreement
- Your violation of any law, or the rights of any User or third party

- Any content submitted by you or using your account to the HELPMYTASK Platform, including, but not limited to the extent such content may infringe on the intellectual rights of a third party or otherwise be illegal or unlawful. HELPMYTASK Platform reserves the right, in its own sole discretion, to assume the exclusive defense and control at its own expense of any matter otherwise subject to your indemnification. You will not, in any event, settle any claim or matter without the prior written consent of Company.

12. Governing Law

This Agreement and your use of the HELPMYTASK Platform shall be governed by Estonian law, and any dispute regarding this Agreement or the use of the HELPMYTASK Platform will only be dealt with by the Estonian courts. Nothing shall prevent us from bringing proceedings to protect our intellectual property rights before any other competent court.

13. General Provisions

Failure by Company to enforce any provision(s) of this Agreement will not be construed as a waiver of any provision or right. This Agreement constitutes the complete and exclusive agreement between you and HELPMYTASK platform with respect to its subject matter, and supersedes and governs any and all prior agreements or communications. The provisions of this Agreement are intended to be interpreted in a manner which makes them valid, legal, and enforceable. This Agreement may not be assigned or transferred by you without our prior written approval.

We may assign or transfer this Agreement without your consent, including but not limited to assignments:

- Parent or subsidiary
- An acquirer of assets
- Any other successor or acquirer. Any assignment in violation of this Section 13 shall be null and void. This Agreement will inure to the benefit of HELPMYTASK, its successors and assigns.

14. Changes to this Agreement and the HELPMYTASK Platform

Company reserves the right, at its sole and absolute discretion, to change, modify, add to, supplement, suspend, discontinue, or delete any of the terms and conditions of this Agreement and review, improve, modify or discontinue, temporarily or permanently, the HELPMYTASK Platform or any content or information through the HELPMYTASK Platform at any time, effective with or without prior notice and without any liability to Company. Company will endeavor to notify you of material changes by email, 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 HELPMYTASK Platform. Your continued use of the HELPMYTASK Platform following any revision to this Agreement constitutes your complete and irrevocable acceptance of any and all such changes. HELPMYTASK platform may also impose limits on certain features or restrict your access to part or all of the HELPMYTASK Platform without notice or liability.

15. No Rights of Third Parties

No terms of this agreement are enforceable to a person who is not a party to this Agreement.

16. Notices and Consent to Receive Notices Electronically

You consent to receive any agreements, notices, disclosures and other communications (collectively, "Notices") to which this Agreement refers electronically including without limitation by e-mail or by posting

Notices on this Site. You agree that all Notices that we provide to you electronically satisfy any legal requirement that such communications be in writing. Unless otherwise specified in this Agreement, all notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered or sent by certified or registered mail, return receipt requested; when letter is electronically sent, if transmitted by facsimile or email; or the day after it is sent, if sent for next day delivery by a recognized overnight delivery service.

If you have any questions about these Terms of Service or about the HELPMYTASK Platform, please contact us by email at support@helpmytask.com