

# TERMS AND CONDITIONS

These Terms and Conditions of Service and Use of ServiceHubConnect (together with its successors and/or assigns, the “Company”, and sometimes referred to herein as “we” or “us” or “our” or “Site” or “Platform”) are hereby made effective, and, without waiving or otherwise releasing any right or obligation under any prior terms and conditions of the use of ServiceHubConnect hereby amend and restate any such prior terms and conditions.

## SECTION 1 - ACCEPTANCE

By clicking “I AGREE” and/or simply by using or accessing our services and this Platform, you hereby agree:

(a) that you have received, read, and understood these Terms and Conditions, and that these Terms and Conditions create a valid and binding agreement, enforceable against you in accordance with the terms hereof,

(b) to be bound by these Terms and Conditions, any terms, conditions or other rules, regulations or policies of ServiceHubConnect mobile application and platform (collectively “Platform”) as each may be amended or supplemented from time to time in our sole discretion without notice, and

(c) that your use of our services and our Platform shall comply with all applicable federal, state and local laws, rules, or regulations, and that you are solely responsible for your compliance with, familiarity with, and understanding of any such laws, rules, or regulations applicable to your use of the Platform. If you do not agree with any portion of these Terms and Conditions, you are prohibited from using or accessing our services.

## SECTION 2- PERSONAL RESPONSIBILITY

You aim to accurately represent the information provided to us on or through our Platform. You acknowledge that you are participating voluntarily in using our Platform and that you are solely and personally responsible for your choices, actions, and results, now and in the future. You accept full responsibility for the consequences of your use, or non-use, of any information provided on or through this Platform, and you agree to use your own judgment and due diligence before implementing any idea, suggestion, or recommendation from our Platform to your life, family or business.

## SECTION 3- REGISTRATION INFORMATION

You may be required to provide information about yourself in order to register for and/or use certain Services. You agree that any such information shall be accurate. You may also be asked to provide your personal information to complete the process.

By providing your personal information, you agree and understand that the information and material contained in this platform implies and constitutes your consent to the terms and conditions mentioned below.

## SECTION 4- REGISTRATION AND MEMBERSHIP

By starting your subscription and providing or designating a payment method, you authorize us to charge you on a recurring monthly subscription fee at the then current rate. We reserve the right to adjust pricing for our subscriptions in any manner and at any time as we may determine in our sole and absolute discretion. Except as otherwise expressly provided for in these Terms and Conditions, any price changes to your subscription will take effect following email notice to you.

If you cancel your subscription, you will not be eligible for a prorated refund of any portion of the subscription fee paid for the then-current subscription period. We reserve the right to revoke your subscription at any time. Membership is void where prohibited by law.

## SECTION 5- SERVICE PROVIDER GUIDELINES

- Service Provider takes full responsibility for all information that he/she provides on our platform and must indemnify ServiceHubConnect in relation to any liability incurred by us as a result of such information. In the course of your use of the platform, you agree to furnish your details and information as requested by us from time to time.
- You shall remain responsible for maintaining confidentiality of this information, as well as your display name, login and password details. You agree that if you provide any information which is untrue, inaccurate, not current, or incomplete or we have reasonable grounds to suspect that such information is untrue, inaccurate, not current, incomplete, or not in accordance with the T&C, we shall have the right to suspend or terminate your account on the platform or indefinitely block you from accessing the platform.
- A Service Provider shall indemnify ServiceHubConnect for all claims and liabilities arising out of any use by the Service Provider of the

ServiceHubConnect platform, including any associated costs and expenses incurred, whether direct or indirect.

- A Service Provider is not an employee of ServiceHubConnect and accepts full responsibility for all Income Tax, National Insurance and other liabilities arising from use of the platform.
- You must ensure that your personal information do not infringe upon the intellectual property, trade secret or other proprietary rights or rights of publicity or privacy rights of third parties.
- Your personal information may include text descriptions, locality, qualification, graphics, pictures or videos that describe your skills and credentials. ServiceHubConnect shall reserve the right to perform background checks and verify your credentials in order to maintain a safe working environment. Your personal information must not be misleading and must describe the actual condition of the Service Provider.

## SECTION 6- EMPLOYER GUIDELINES

- It is the responsibility of the Employer (a person or an institution) and to check the credentials and locality of the Service Provider.  
ServiceHubConnect is not responsible for any disputes regarding consent or any problems that an Employer has experienced with a Service Provider. ServiceHubConnect does not offer any guarantee that any information provided on the ServiceHubConnect platform by the Service Providers is accurate and correct.
- An Employer cannot act as an agent to promote the services or opportunities of a company.
- An Employer must not publish any abusive comments about a Service Provider or another Service Provider on the ServiceHubConnect platform or any other place. This includes defamatory or derogatory comments.
- The Employer understands and agrees to pay a service fee while using our services.
- An Employer must use his/her own judgment about the services of Service Providers detailed on the Platform. Employers are responsible for checking the credentials, expertise, references, and policies of any Service Provider with whom they hire.

## SECTION 7– EMPLOYER’S RESPONSIBILITIES

The Employer represents and warrants that:

- it will provide a safe working environment at the premises for the Service Provider to perform the Service;
- the Service Provider will have unencumbered and unobstructed access to those areas of the premises requiring the Service;
- it will provide the Service Provider with access to all services and utilities (including hot and cold water, electricity, and bins) as required by the Service Provider to provide the Service;
- it will advise ServiceHubConnect prior to the commencement of the Service of any hazards, slippery surfaces, risks or dangers.
- it is authorized to use the premises and obtain the provision of Service;
- it will secure or remove any fragile, delicate, breakable or valuable items, including cash, jewellery, works of art, antiques, or items of sentimental value prior to the commencement of the Service.

In addition to the obligations and warranties set out in clause above, the Employer acknowledges and agrees that:

- the Service Provider is entitled to undertake a job safety analysis before the commencement of any work to assess the health and safety risk at the premises;
- the Service Provider may, either before or during the provision of the Service not provide or cease the provision of the Service where carrying out the Service presents, in the absolute discretion of the Service Provider, a risk to health and safety.
- the Employer must agree to keep children or dependents away from the premises.
- the Employer must ensure that the environment that the Employer is inviting the Service Provider to work in, is a safe environment free from electrical or structural hazard.

## SECTION 8- REFUND POLICY

If, for any reason, you are not completely satisfied with a booking we invite you to review our policy on refunds. The following terms are applicable for any services that you booked with us.

Any order/booking placed by you can be cancelled for a full refund if for any reason your booked Service Provider didn't accept the job request. You reserve the right to claim for a full refund if you'd like to cancel your order within 24 hours of purchase. We reserve the right to refuse cancellations of any services that does not meet the refund conditions in our sole discretion.

ServiceHubConnect will charge a cancellation fee of the purchase, plus any applicable sales tax for all Refund cases that were made at most an hour before the commencement time of the service by the Service Provider.

ServiceHubConnect shall reserve the right to reject any refund claims that are made within one hour before commencement time of the service.

## SECTION 9- PROHIBITED CONDUCT

You agree that You will not use, and will not permit any end user to use, the services to: (i) modify, disassemble, decompile, prepare derivative works of, reverse engineer or otherwise attempt to gain access to the source code of the services; (ii) knowingly or negligently use the services in a way that abuses, interferes with, or disrupts ServiceHubConnect's networks or the services; (iii) engage in activity that is illegal, fraudulent, false, or misleading, (iv) transmit through the services any material that may infringe the intellectual property or other rights of third parties; (v) build or benchmark a competitive service, or copy any features, functions or graphics of the services; or (vi) use the services to communicate any message or material that is harassing, libelous, threatening, obscene, indecent, would violate the intellectual property rights of any party or is otherwise unlawful, that would give rise to civil liability, or that constitutes or encourages conduct that could constitute a criminal offense, under any applicable law or regulation; (vii) upload or transmit any software, Content or code that does or is intended to harm, disable, destroy or adversely affect performance of the services in any way or which does or is intended to harm or extract information or data from other hardware, software or networks of ServiceHubConnect or other users of services; (viii) engage in any activity or use the services in any manner that could damage, disable, overburden, impair or otherwise interfere with or disrupt the services, or any servers or networks connected to the services or ServiceHubConnect's security systems. (ix) use the services in violation of any ServiceHubConnect policy or in a manner that violates applicable law, including but not limited to anti-spam, export control, privacy, and anti-terrorism laws and regulations and laws requiring the consent of subjects of audio and video recordings, and You agree that You are solely responsible for compliance with all such laws and regulations.

## SECTION 10- USER CONTENT

We enable our users with the ability to add, create, upload, submit, distribute, collect, or post ("Submitting" or "Submission") content, videos, comments, data,

text, photographs, pictures, graphics, or other information to the Platform for listing purposes (collectively, the “User Submissions”).

By Submitting any User Submissions through the Platform or the Service, you hereby do and shall grant ServiceHubConnect a worldwide, non-exclusive, perpetual, irrevocable, royalty-free, fully paid, sublicensable, and transferable license to use, edit, modify, reproduce, distribute, prepare derivative works of, display, perform, and otherwise fully exploit the User Submissions in connection with the Platform, the Service and ServiceHubConnect (and its successors and assigns’) business, including without limitation for promoting and redistributing part or all of the Platform (and derivative works thereof) or the Service in any media formats and through any media channels (including, without limitation, third party Sites).

You also hereby do and shall grant us a non-exclusive license to access your User Submissions through the Platform and the Service, and to use, edit, modify, reproduce, distribute, prepare derivative works of, display and perform such User Submissions solely for personal, non-commercial use. For clarity, the foregoing license grant to ServiceHubConnect does not affect your other ownership or license rights in your User Submission(s), including the right to grant additional licenses to the material in your User Submission(s), unless otherwise agreed in writing;

You agree to pay all royalties and other amounts owed to any person or entity due to your Submission of any User Submissions to the Service;

You understand that ServiceHubConnect shall have the right to delete, edit, modify, reformat, excerpt, or translate any materials, content, or information submitted by you; and that all information publicly posted or privately transmitted through the Platform is the sole responsibility of the person from which such content originated and that ServiceHubConnect will not be liable for any errors or omissions in any content; and that ServiceHubConnect cannot guarantee the identity of any other users with whom you may interact in the course of using the Service.

ServiceHubConnect cannot guarantee the authenticity of any data which users may provide about themselves or the persons or entities they are involved or affiliated with or employed by. You acknowledge that all Content accessed by you using the Service is at your own risk and you will be solely responsible for any damage or loss to any party resulting therefrom.

## SECTION 11- MODIFICATIONS TO SERVICES

ServiceHubConnect shall at its discretion be entitled to modify the terms and conditions of the terms of use and qualifications and conditions mentioned herein. The User at all times shall be bound by the rules/regulations/qualifications/conditions (as may be altered) at all times and no person shall be entitled to dispute/challenge any such modifications by ServiceHubConnect from time to time.

## SECTION 12- INDEMNIFICATION

You agree to defend, indemnify and hold us and our members, owners, directors, officers, employees, and agents harmless from any and all claims, liabilities, costs, and expenses, including reasonable attorneys' fees, arising in any way from any content or other material you place on the Platform or submit to us, or your breach or violation of the law or of these Terms and Conditions. We reserve the right, at our own expense, to assume the exclusive defence and control of any matter otherwise subject to indemnification by you, and in such case, you agree to cooperate with our defence of such claim.

## SECTION 13- DISCLAIMER OF WARRANTIES

(a) THE PLATFORM, INCLUDING BUT NOT LIMITED TO ALL SERVICES, PRODUCTS, CONTENT, FUNCTIONS AND MATERIALS CONTAINED OR AVAILABLE ON THE PLATFORM, IS PROVIDED "AS IS," "AS AVAILABLE", WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTY REGARDING UPTIME OR UNINTERRUPTED ACCESS, AVAILABILITY, ACCURACY, OR USEFULNESS, AND ANY WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. WE HEREBY DISCLAIM ANY AND ALL SUCH WARRANTIES, EXPRESS AND IMPLIED. WE ALSO ASSUME NO RESPONSIBILITY, AND WILL NOT BE LIABLE FOR, ANY DAMAGES TO, OR VIRUSES THAT MAY INFECT, YOUR COMPUTER EQUIPMENT, MOBILE DEVICE, OR OTHER PROPERTY ON ACCOUNT OF YOUR ACCESS TO OR USE OF THE PLATFORM OR YOUR DOWNLOADING OF ANY MATERIALS FROM THE PLATFORM. IF YOU ARE DISSATISFIED WITH THE PLATFORM, YOUR SOLE REMEDY IS TO DISCONTINUE USING IT.

(b) WE DO NOT: (I) GUARANTEE THE ACCURACY, COMPLETENESS, OR USEFULNESS OF ANY THIRD-PARTY CONTENT ON THE SITE OR ANY SERVICES OR (II) ADOPT, ENDORSE OR ACCEPT RESPONSIBILITY FOR THE ACCURACY OR RELIABILITY OF ANY OPINION, ADVICE, OR STATEMENT MADE BY ANY STAFF OR ANY PARTY THAT APPEARS ON THE PLATFORM. UNDER NO CIRCUMSTANCES WILL

WE BE RESPONSIBLE OR LIABLE FOR ANY LOSS OR DAMAGE RESULTING FROM YOUR RELIANCE ON INFORMATION OR OTHER CONTENT POSTED ON OR AVAILABLE FROM THE PLATFORM.

## SECTION 14- LIMITATION OF LIABILITY

IN NO EVENT, INCLUDING BUT NOT LIMITED TO NEGLIGENCE, WILL WE OR ANY OF OUR DIRECTORS, MEMBERS, OWNERS, OFFICERS, EMPLOYEES, AGENTS OR CONTENT OR SERVICE PROVIDERS (COLLECTIVELY, THE "PROTECTED ENTITIES") BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES ARISING FROM, OR DIRECTLY OR INDIRECTLY RELATED TO, THE USE OF, OR THE INABILITY TO USE, THE PLATFORM OR THE CONTENT, MATERIALS, SERVICES, AND FUNCTIONS RELATED TO THE PLATFORM, YOUR PROVISION OF INFORMATION VIA THE PLATFORM, LOST BUSINESS OR LOST SALES, EVEN IF SUCH PROTECTED ENTITY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES SO SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO CERTAIN USERS TO THE EXTENT REQUIRED BY APPLICABLE LAW.

## SECTION 15- TERMINATION

We may terminate, change, suspend, or discontinue any aspect of the Platform or the Site's or services at any time. We may restrict, suspend or terminate your access to the Platform and/or its services if we believe you are in breach of these Terms and Conditions or applicable law, you are a repeat infringer of intellectual property rights, or for any other reason without notice or liability.

## SECTION 16- WAIVERS

Our failure to act with respect to a breach of these Terms and Conditions by you or others does not waive our right to act with respect to that breach or subsequent similar or other breaches.

## SECTION 17- FORCE MAJEURE

Neither party hereto shall be responsible for delays or failures in performance resulting from acts beyond its reasonable control and without its fault or negligence. Such excusable delays or failures may be caused by, among other things, strikes, lock-out, riots, rebellions, accidental explosions, floods, storms, acts of God, and similar occurrences.

## SECTION 18- GOVERNING LAW AND JURISDICTION

These Terms and Conditions will be governed by and construed in accordance with American law, and the courts of Illinois will have non-exclusive jurisdiction to adjudicate any dispute arising under or in relation to these terms of sale.

## SECTION 19– THIRD-PARTY LINKS

Third-party links on this Platform may direct you to third-party Sites that are not affiliated with us. We are not responsible for examining or evaluating the content or accuracy and we do not warrant and will not have any liability or responsibility for any third-party materials or Sites, or for any other materials, products, or services of third-parties.

## SECTION 20- MISCELLANEOUS

- No waiver by us of any breach of any provision of this Agreement (including our failure to require strict and literal performance of or compliance with any provision of this Agreement) shall in any way be construed as a waiver of any subsequent breach of such provision or of any breach of any other provision of this Agreement.
- Nothing in this Agreement shall create or confer any rights or other benefits in favour of any third parties not a party to this Agreement other than with respect to us.
- Nothing in this Agreement shall create or be deemed to create a partnership, agency, trust arrangement, fiduciary relationship, or joint venture between you and us.
- This Agreement constitutes the entire understanding and agreement between you and us regarding the Service and supersedes any prior agreement, understanding, or arrangement between you and us.
- You must provide full and truthful information in respect of all details and information requested by us in connection with the User's use of the Service subject at all time to the terms of the Privacy Policy.

## SECTION 21- ACCEPTING THIS TERMS OF USE

You hereby accept the fact that you have read, understood, and are willing to abide by the terms and conditions laid down in this Agreement. You further agree that the terms and conditions set out under this Agreement are fair, reasonable and just given the matters set out under this Agreement and you waive any and all rights to have any claims against us on grounds set out above.

## SECTION 22- COPYRIGHT

All rights reserved. All materials presented on this Platform are copyrighted and owned by Waliphil Technology Limited, or other individuals or entities as designated. Any republication, retransmission, reproduction, downloading, storing, or distribution of all or part of any materials found on this Platform is expressly prohibited.