

# **TERMS AND CONDITIONS FOR USE OF THE SERVICE ("TERMS OF SERVICE")**

Revision 2.3 (Jan 2022)

## **1 GENERAL PROVISIONS**

Vaskehjelp™ is a digital marketplace for buying and selling cleaning services, where you can solicit offers from registered cleaners and enter into an agreement for the completion of cleaning services. Placing orders for services, payment and communication between the customer and the cleaner is made via the web or mobile application ("App"). These Terms of Service apply to all use of Vaskehjelp™ and governs the rights and obligations that apply to the use of our services.

Cleaners who offer their services at Vaskehjelp™ are self-employed and are not employed in or by Vaskehjelp AS. All agreements regarding the procurement and performance of cleaning appointments are therefore entered into directly between the customer and the provider of cleaning service, and Vaskehjelp AS has no legal responsibility for the performance of the services beyond what is expressly stated in these Terms of Service.

We reserve the right to implement changes and amendments to the services and / or these Terms of Service, but you will be notified of any significant changes before they are implemented. Technical updates or similar changes that do not affect the primary features of the services will be implemented without further notice.

## **2 RESPONSIBILITIES FOR YOUR USER ACCOUNT AND USE OF THE SERVICE**

2.1 You are as the customer legally and financially responsible for all uses of your user account in conjunction with ordering services through the App. This means that you are responsible to ensure that your login details etc. are not made available for outsiders.

2.2 In connection with the registration of user account or later, we reserve the right to conduct identity checks of our customers and require the necessary documentation that you as a customer have legal permission to order cleaning appointments for a particular location.

## **3 MORE ABOUT THE SERVICE - ORDER PROCEDURE**

3.1 All cleaning appointments are ordered through the App, where you will be given the opportunity to select the time and place of the appointment and choose between the cleaners available for completing the appointment based on your appointment description. The cleaning services can be ordered as an individual appointment or as a recurring service for a defined period. Binding agreement on completion of the appointment is deemed to have been established after the cleaning agent has confirmed your order.

3.2 You will be asked to provide an estimate of required time for the performance of the services when ordering the services and the price provided in the App is based on this estimate. If the cleaner sees that the estimate given will not be sufficient to complete the appointment in a satisfactory manner, this will be communicated to you as a customer, and you will be given the opportunity to accept an extension of the originally estimated time. If you do not accept such an extension, the appointment will be performed within the original estimate, but this could then affect the quality of the work performed.

3.3 Ordering of services, including any additional appointments, must be made through the App. Direct agreements with the cleaner on providing cleaning services outside the App is not permitted. Additionally, it is not permitted to use the Product / App / Marketing App for any other purpose than the order and administration of the cleaning appointments.

3.4 You can at any time before commencement of the appointment choose to cancel the appointment subject to the terms set out in section 6 below.

3.5 Breach of the Terms set out herein may result in the suspension or deletion of your user account.

#### **4 SERVICE FEES - PAYMENT ROUTINES ETC.**

4.1 Price for completion of the appointment, within the timeframes established, appears directly in the App when ordering. Please note that the fee structure for the appointment could be subject to change from previous appointments you have ordered through Vaskehjelp™, but it is the price that is quoted for the current appointment that will apply. Any subsequent changes in the nature / extent or time of completion of the appointment may lead to price changes in accordance with the Terms of Service.

4.2 When placing an order for a cleaning appointment at Vaskehjelp™ you will need to provide a payment method, such as credit card details, or utilize a supported payment application. Existing users on previous versions of the App could be asked to re-enter their payment information when accessing the service in updated versions of the App.

Payment is processed through a third-party payment service provider such as Stripe, Vipps or similar providers as approved by Vaskehjelp. We will not store or process your payment information other than a customer-/payment reference number provided to us by the service provider. Payment may be reserved in advance of the appointment, but payment will only be effectuated after the appointment is registered as completed. If the appointment is cancelled, any payment reservation is also cancelled with the exception for payment of cancellation fees, if applicable, subject to section 6 below.

By registering the appointment on Vaskehjelp™ you accept that we, upon confirmation of completion of the appointment, can instruct the finance institution that have issued the payment card registered to your user to process the payment of the reserved amount. If payment for any reason cannot be made through the payment platform, we reserve the right to find an alternative way to invoice the amount due.

To provide an opportunity to handle any complaints, etc., payment to the cleaner will be effectuated within 5 working days after the appointment was completed, see also section 7 below. Any additional payments must be registered and effected via the App in a similar manner.

4.3 We cannot offer reimbursement for any amount paid to the cleaner at any time unless this is due to wrongful payments or other matters for which we are responsible for under these Terms of Service. All claims for price reduction / refund or similar must be addressed directly to the cleaner (see also section 7 below).

#### **5 ACCESS - PREPARATION OF PREMISES - EQUIPMENT**

5.1 You are responsible for ensuring that the cleaner has the required access to the premises. Key location information, alarm codes, etc. exchanged directly with the cleaner via the App. We encourage all customers only to provide such information is necessary to perform the services. Further, we recommend, if it is practicable, that you are at home for the first visit by the cleaner to provide more detailed information about the premises and the appointment.

5.2 The premises to be cleaned should be made accessible before the commencement of the performance of the services to ensure that the appointment can be performed within the period that is given. Loose objects should be removed from the floor and other surfaces so that the cleaner has easy access to the places to be cleaned.

5.3 It is your responsibility to ensure that detergents and other necessary equipment (vacuum cleaner, brooms, and brushes, etc.) are made available to the cleaner and that this is placed in a visible place before the person arrives to complete the appointment. For more information about what should be available to the cleaner, please refer to our guidelines available at [vaskehjelp.no](http://vaskehjelp.no).

5.4 If there are pets in the premises, you must inform this when ordering the appointment and provide necessary information about where the pet is located. You cannot expect that the cleaner will be able to relocate the pet while performing the appointment.

## **6 TIME FOR PERFORMANCE OF THE SERVICES - DELAY, CANCELLATION**

6.1 The time of completion of cleaning appointments is agreed upon in the App in connection with the booking and is a binding part of the agreement between the cleaner and you as a customer.

6.2 If the cleaner is unable to meet at the agreed upon time, the cleaner is expected to communicate any delays in a timely manner and adjust the appointment time, as necessary. If the new time does not work for you, you can cancel the appointment for free, see section 6.3. However, neither we nor the cleaner can be held liable for loss or inconvenience associated with delays regardless of whether the appointment is cancelled.

6.3 You can change or cancel the appointment via the App. For cancellations that are made close to the agreed time of the cleaning appointment, a cancellation charge might apply as further specified in the App.

## **7 IMPLEMENTATION OF THE APPOINTMENT – COMPLAINTS ETC**

7.1 You can expect the appointment to be conducted in accordance with the guidelines that apply to the services as specified by Vaskehjelp™. For more information on the nature and extent of cleaning appointments please refer to [vaskehjelp.no](http://vaskehjelp.no). Any cleaning services beyond the guidelines are to be reported directly to the cleaner via the App.

7.2 If you are not satisfied with the performance of the cleaning appointment, you can forward your complaints directly to the cleaner. You can also express your assessment of the services performed through the rating system established in the App. We would like to hear from you if you have any comments about the cleaner's service performance, but we have no opportunity to engage in discussions between the parties beyond what is expressly stated in these Terms of Service.

7.3 If you are of the opinion that the cleaning appointment has not been satisfactorily performed, you may request that the payment of fee to the cleaner is suspended pending a final clarification, and in that case, you must forward a written complaint to [support@vaskehjelp.no](mailto:support@vaskehjelp.no) within 24 hours after the appointment was completed. In such case, we will hold back the settlement for up to 5 days. After the end of the period, we will pay the settlement to the cleaner regardless of whether the case is resolved between the parties.

## **8 CONTROL WITH CLEANERS AND SERVICE PROVIDERS**

8.1 We ensure that all cleaners who are registered to provide services through Vaskehjelp™ are permitted to perform paid services in Norway. We also ensure that all cleaners are HMS registered to provide cleaning services.

8.2 We ensure that all appointments carried out via Vaskehjelp™ are handled correctly with respect to tax and tax reporting.

8.3 In addition to what is described in section 3.1, we have no opportunity to check the skill level or obtain other background information about the cleaner. If we receive information or reports that a cleaner has committed a criminal offense in connection with the execution of the appointment

via Vaskehjelp™, they will be removed from our systems. The same applies if we receive other information that could result in insufficient confidence in that a cleaner will be able to perform appointments in a satisfactory manner.

## **9 RESPONSIBILITIES FOR THE SERVICES AND IMPLEMENTATION OF THE CONTRACT - INSURANCE**

9.1 We will do our best to ensure both customers and cleaners a pleasant experience using Vaskehjelp™ but cannot guarantee that the App is always functioning properly. There may be technical issues with our services, which means that Vaskehjelp™ does not work as intended or that the services may be unavailable for a period. We cannot take any financial liability for loss or damage that may occur because of the solution being unavailable to our users in such circumstances. We reserve the right to inform customers and cleaners for any errors in the App per SMS, e-mail, or other adequate means of communication.

9.2 All cleaners who offer their services at Vaskehjelp™ are self-employed and are therefore not employed in Vaskehjelp AS. Therefore, we do not have employer responsibility for the cleaners, neither do we have other legal or financial responsibility for the quality of the performance of the appointment and / or loss / damage that the parties incur in connection with the appointment. This includes, but is not limited to, damage to person or property, theft, or other criminal offenses.

9.3 We are committed to positive customer experiences using our services and will assist in resolving any disputes or disagreements with customers in an amicable manner. However, we cannot engage or assist any of the parties directly in connection with any conflicts or disagreements between cleaners and customers beyond what is expressly stated in these Terms of Service.

9.4 Insurance schemes that safeguard your interests as a customer in connection with the implementation of the cleaning appointments via Vaskehjelp™ have been established. The current terms and conditions of the insurance schemes can be found at [vaskehjelp.no](http://vaskehjelp.no).

## **10 PRIVACY POLICY AND PERSONAL INFORMATION**

10.1 We are committed to ensuring the proper processing of all personal information we access when using Vaskehjelp™. All personal information is handled in accordance with the privacy rules that apply to our services at any time. Our current privacy policy can be found at [vaskehjelp.no](http://vaskehjelp.no). Your personal information will only be used by us within the scope of our privacy policy and will not be used for any other purpose.

10.2 We urge our customers and cleaners to provide only such personal information as is necessary for the completion of the appointment. This also includes information exchanged in the App (chat etc.). You should not share sensitive personal information (health information, etc.) via Vaskehjelp™.

## **11 DURATION AND TERMINATION**

11.1 These Terms of Service apply to all use of Vaskehjelp™ and the agreement remains in force while you are a registered user of Vaskehjelp™. You can request to delete your user account by contacting [support@vaskehjelp.no](mailto:support@vaskehjelp.no) and after confirmation that your user has been deleted these Terms of Service will no longer apply. Deleting your user account will however not affect your obligations related to already ordered or completed appointments.

11.2 We reserve the right to delete your user account in case of material or continuous breach of these Terms of Service.

## **12 INTELLECTUAL PROPERTY RIGHTS**

12 .1 Vaskehjelp AS owns all intellectual property rights to Vaskehjelp <sup>™</sup>, the App and all trademarks related to our services. You have only been entitled to use the App and the services, etc. for the purposes as described in these Terms of Service and any other use may constitute an infringement of our rights and result in liability or other legal sanctions.

## **13 GOVERNING LAW AND LEGAL VENUE**

13 .1 If we are unable to resolve disagreements amicably, these will be resolved by Trøndelag District Court (Trondheim).