

TERMS OF USE

Last updated: 1 January 2020

1. Introduction
 - 1.1 The Terms of Use stated, referred to and/or linked herein, all of which are incorporated herein by reference, (collectively, the “**Terms of Use**” or this “**Agreement**”) constitute a legal agreement between you, a Customer or a Service Provider as Users and the Company (each a “**Party**” and collectively the “**Parties**”).
 - 1.2 Lazy Private Limited, UEN 201728919W (the “**Company**”, “**Us**”, “**us**”, “**We**” or “**we**”) is a company duly incorporated in Singapore, having its registered address at 8 Eu Tong Sen Street #23-84 Singapore 059818.
 - 1.3 The Company is a technology company that developed and maintains a platform accessible through our website www.lazy.com.sg (the “**Website**”) or by any mobile application supplied by the Company (the “**Application**”) or through downloading, installing or using any associated software in any form (the “**Software**”) altogether collectively referred to as the “**Platform**”.
 - 1.4 Through this Platform, you are able to seek the provision of cleaning services from independent contractors within your jurisdiction.
 - 1.5 You should read the Terms of Use carefully before using the Platform, Website, Application and/or Software.

Contact Information

- 1.6 If you have any questions regarding this Agreement, you should contact us immediately at support@lazy.com.sg.

DISCLAIMER

- 1.7 **THE COMPANY IS A TECHNOLOGY COMPANY THAT DOES NOT PROVIDE CLEANING SERVICES AND IS NOT A CLEANING SERVICE PROVIDER. IT IS UP TO THE THIRD-PARTY SERVICE PROVIDERS USING THE COMPANY’S PLATFORM TO OFFER CLEANING SERVICES TO YOU AND IT IS UP TO YOU TO ACCEPT SUCH CLEANING SERVICES.** THE SERVICE OF THE COMPANY IS TO ACT AS A PLATFORM FOR COMMUNICATING SERVICE REQUESTS, ADMINISTRATION OF SERVICE REQUESTS, MEDIATION AND CONTROL OF SERVICE QUALITY, PAYMENTS PROCESSING AND ANY DISPUTE RESOLUTION FOR SERVICE QUALITY FOR YOU WITH ANY SUCH THIRD-PARTY CLEANING SERVICE PROVIDER(S). **THE COMPANY DOES NOT PROVIDE ANY CLEANING SERVICES NOR IS INTENDED TO PROVIDE CLEANING SERVICES OR TO CONDUCT ANY ACT THAT CAN BE CONSTRUED IN ANY WAY AS AN ACT OF A**

CLEANING SERVICE. THE COMPANY IS NOT RESPONSIBLE NOR LIABLE FOR THE ACTS AND/OR OMISSIONS OF ANY THIRD-PARTY CLEANING SERVICE PROVIDER AND/OR ANY CLEANING SERVICES PROVIDED TO YOU.

The Platform

1.8 The Platform is solely a venue for communications between service providers and customers seeking services. The Platform is also a communications platform for enabling the connection between individuals seeking to obtain services (a “**Customer**”) and/or individuals seeking to provide services (a “**Service Provider**”) as independent third-party service providers and/or contractors. Customers and Service Providers together are referred to as “**Users**” of the Platform.

1.9 The Platform facilitates the request for the following services:

- a) one-time cleaning services; and
- b) recurring cleaning services.

(hereinafter collectively referred to as the “**Service**” or “**Services**”).

1.10 Service requested by Customers are accepted and completed by independent third-party Service Providers. Customers can book a service appointment by submitting a request to the Platform and the Service Providers will confirm the service appointment through the Platform. Once the Service have been requested, the Company issues an invoice and collects a fee at least one day before the performance of the Service from the Customer on behalf of the Service Provider.

1.11 While the Company checks the backgrounds of Service Providers. You should exercise caution and common sense to protect your personal safety and property, just as you would when interacting with any person whom it does not know.

2. Terms of Use

2.1 By using the Service, you (the “**User**”, “**You**”, “**you**” or “**your**”) agree to the Terms of Use herein together with the privacy policy available at <http://lazy.com.sg/privacy.html> and as set out below (collectively the “**Privacy Policy**”) which governs any Services obtained through the Platform. By using either using the Platform, Website, Application and/or Software you hereby expressly acknowledge and agree to be bound by these Terms of Use, and any future amendments and additions to the Terms of Use as published from time to time at <https://www.lazy.com.sg> or through the Platform.

2.2 **BY USING THE PLATFORM, YOU AGREE TO HOLD THE COMPANY FREE FROM RESPONSIBILITY FOR ANY LIABILITY OR DAMAGE THAT MIGHT ARISE OUT OF ANY**

SERVICES. THE COMPANY IS NOT RESPONSIBLE FOR THE CONDUCT, WHETHER ONLINE OR OFFLINE, OF ANY USER, AND WILL NOT BE LIABLE FOR ANY CLAIM, INJURY OR DAMAGE ARISING IN CONNECTION WITH ANY SERVICES.

Dealings with Personal Information

- 2.3 You agree that We may collect and use all information that you provide to us through or on the Platform for the purposes of matching Customers to Service Providers,
- 2.4 You agree that We may collect and use all information that you provide to us through or on the Platform for the purposes of processing payments.
- 2.5 You agree that We may collect and use all information that you provide to us through or on the Platform for discovery, research and for improvement of Service quality.
- 2.6 You agree that We may collect and use all information that you provide to us through or on the Platform for the purposes of mediations or dispute resolution between Customers and Service Providers.
- 2.7 You agree that We may collect and use all information that you provide to us through or on the Platform for the purposes marketing and promoting Services and/or the Platform.
- 2.8 While we will use commercially reasonable efforts to ensure the security of all personal information we obtain, we expressly disclaim any liability or any damages that may result should any personal information be released to any third parties, in such event you agree to hold us harmless for any damages that may result therefrom.

3. Representations and Warranties

Representation, Warranties and Undertakings by all Users

- 3.1 By using the Platform, you expressly represent and warrant that you are legally entitled to accept and agree to the Terms of Use and that you are at least eighteen (18) years old. Without limiting the generality of the foregoing, the Service is not available to persons under the age of eighteen (18) or such persons that are forbidden for any reason whatsoever to enter into a contractual relationship.
- 3.2 By using the Platform, you further represent and warrant that you have the right, authority and capacity to abide by the Terms of Use. You further confirm that all the information which you provide shall be true and accurate. Your use of the Service is for your own sole, personal use. You undertake not to authorize others to use your identity or user status, and you may not assign or otherwise transfer your user account to any other person or entity. When using the

Service, you agree to comply with all applicable laws whether in your home nation or otherwise in the country, state and city in which you are present while using the Service.

- 3.3 Nothing in this Agreement and the Terms of Use constitute to an agency, an employment, a partnership or a joint venture between any Service Provider, Customer and/or the Company. You agree and undertake that you shall not use the Platform for employment purposes of the Service Providers.

Further Representation, Warranties and Undertakings by Service Providers and/or Independent Contractors

- 3.4 By using the Platform as a Service Provider or independent contractor, you warrant, represent and undertake to take all necessary steps and full responsibility to comply with the Laws of Singapore so as to provide the Services lawfully (including but not limited to acquisition of business licence, purchase of valid insurance coverage for the Services, and CPF contribution for your own employee (if any)). You agree to take responsibility for your own expenses, liabilities, risk, profit and/or loss. Nothing in this Agreement and the Terms of Use constitute to an agency, an employment, a partnership or a joint venture between you, the Customer and/or the Company.
- 3.5 By using the Platform as a Service Provider, you agree and undertake that you shall not utilize the Platform to gain or for the purposes of gaining employment. For avoidance of doubt, neither the Company nor a Customer is regarded as an employer of a Service Provider for Services engaged through the Platform.

4. Term

- 4.1 This Agreement shall continue in full force and effect until such time as it is terminated by You or by Us.
- 4.2 We may terminate this Agreement or terminate or suspend your right to use the Platform at any time for any or no reason (including, without limitation, in the event that we believe that you have breached this Agreement or any policy posted on the Platform, or if we otherwise find that you have engaged in inappropriate and/or offensive behaviour (collectively, "**Prohibited Conduct**") by providing you with written or email notice of such termination to the physical or email address you have provided us, and termination will be effective immediately upon such notice. Except in the event that we terminate or suspend your right to use the Platform due to any Prohibited Conduct, we will refund in full any unused balance in your account.
- 4.3 If we terminate or suspend your account for any reason, 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. In addition to terminating or suspending your account, we reserve the right to take appropriate legal action. When

terminating your account, we may delete the account and all the information in it. You have no ownership rights to your account.

- 4.4 You may terminate this Agreement by completely and permanently ceasing to use the Platform (provided that there are no outstanding Services ordered under your password or account). If you attempt to terminate this Agreement while there are still outstanding Services ordered under your password or account, this Agreement shall not terminate until such Services have been performed or otherwise cancelled as permitted by the Company.

5. Fees Arrangements

- 5.1 You agree that the Company will be entitled to charge and/or revise the prevailing rate(s), cost(s), charge(s), expense(s), disbursement(s) as described in the Platform (hereinafter termed the "**Fee**") from time to time as good consideration for the arrangement of Service Providers, administration of Service(s), attending to dispute resolutions between Service Providers and a Customer and processing of payments to Service Providers.
- 5.2 You will be notified of all changes in Fee arrangements via your registered email with us and through the Platform. You may choose to terminate the Service if you do not agree with any changes in Fee arrangements.
- 5.3 If the Service you had requested is different from what you have required when the respective Service Provider executes the necessary Service for you, you agree that the Company shall be entitled the entitled to charge and/or revise the prevailing rate to match the respective executed Service.

Disbursements

- 5.4 Where a Service Provider is required to spend more than fifteen (15) minutes commuting by foot from the nearest public subway station (as set out in Google Maps), you agree to pay for all additional and reasonable transportation charges incurred by the Service Provider for commuting to your requested Service destination.
- 5.5 You will not be charged for any transportation charges for commutes less than ten (10) minutes by foot.
- 5.6 For the avoidance of doubt, you may indicate any commute by foot in excess of fifteen (15) minutes transportation charges in fixed cost in the Platform.

Tipping

- 5.7 The Platform allows and a Customer may pay on a gratuitous basis to the Service Provider a non-refundable tip.

5.8 After 24 Sessions with a Service Provider, the Service Provider may at its discretion with a Customer mandate an increment not exceeding SGD5 per hour on top of the Company's respective Service Fee.

6. One-Time Services

6.1 The Company provides the booking of one-time Services (hereinafter "**One-Time Services**"). Where your premises or the required Service is different from what was specified by You when making a booking, You agree that the Company will be entitled to charge and/or revise the prevailing rate and as described in the Platform from time to time for the Service for your respective household conditions. (Different services have different prevailing rates. If for example the Service Provider arrives your premises and notes that the required service is 'move-in/out cleaning' instead of domestic cleaning, you will be charged the correct rate or additional Service fee;

6.2 After you have made a service request from the Platform, Company will match you with a Service Provider. You are permitted to change Service Provider for maximum three (3) times provided that your change request is made at least 24 hours prior to the booked service.

7. Subscription Plans

Service Arrangements

7.1 The Company provides for the purchase of multiple Services, each Service a "**Session**" (the purchase of all Sessions together collectively referred to as the "**Subscription Plan**"). Appointments or bookings made for Services to be conducted under each Session are each an "**Appointment**".

Commitment Term

7.2 Depending on the number of Sessions and Commitment Frequency, all Subscription Plan(s) are subject to Commitment Term (each Session in a Commitment Term is a Committed Session).

7.3 Each Session is shall be minimum duration of three (3) hours.

7.4 Each Subscription Plan has a respective number of Committed Sessions, a frequency for Services (a "**Commitment Frequency**") and a period for which the Committed Sessions shall run for (a "**Commitment Term**") as follows:

Subscription Plan(s) as will be Defined in the Platform	No. of Committed Sessions	Minimum Duration per Session	Commitment Frequency	Commitment Term
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6 Sessions Bi-Weekly	6 sessions	3 hours	Once every 2 weeks	12 weeks
12 Sessions Bi-Weekly	12 sessions	3 hours	Once every 2 weeks	24 weeks
12 Sessions Weekly	12 sessions	3 hours	Once per week	12 weeks
24 Sessions Weekly	24 sessions	3 hours	Once per week	24 weeks

7.5 The Commitment Term shall commence from the 1st service session of the respective Subscription Plan.

7.6 All Sessions that have not been consumed within the Commitment Term shall expire and not be entitled for any refund.

Recurring Subscription Plans

7.7 By subscribing to a Subscription Plan with the Company, You agree that upon expiry of the Subscription Plan, the Company is entitled to renew and recur the Subscription Plan for future Sessions automatically.

7.8 You agree and are deemed to agree to these Terms of Use along with the prevailing rates and Fee for the respective Services with each renewal of a Subscription Plan.

Recurring Appointment

7.9 Upon expiry of your Subscription Plan, the Platform will, pursuant to the last Subscription Plan, automatically fix appointments for the future appointment dates (each a “**Recurring Appointment**”) during the Validity period. The Customer can also alter the Platform’s assigned Recurring Appointment dates manually. Customers are reminded that the Company cannot guarantee that the same Service Provider will be assigned for each Recurring Appointment.

Rescheduling Service appointments during the Subscription Plan by Customers

7.10 Upon the purchase of a Subscription Plan, You may reschedule any subsequent Session for free provided that the said the Sessions is scheduled more than 24 hours from the time of the appoint and that the rescheduled Session(s) are still within the Commitment Term or within an Extended Commitment Term (as defined below).

Rescheduled Appointments resulting in the extension of a Committed Term

- 7.11 Where rescheduled Appointments results in a Committed Session falling outside a Commitment Term, the Company at its discretion maintains a policy allowing an extension of the Commitment Terms (an “**Extended Commitment Term**”) to allow the Commitment Sessions to avoid expiry. The policy on Extended Commitment Term(s) are as follows:

No. of Committed Sessions	No. of permitted rescheduled service session beyond the Commitment Term	Maximum Extended Commitment
12 cleaning sessions	4	4 weeks
24 cleaning sessions	6	6 weeks

- 7.12 For avoidance of doubt, Extended Commitment Term is discretionary and does not affect the operation of any term in this Agreement.
- 7.13 If You fail to make a reschedule within 24 hours from the originally booked Session, you will not be entitled to be refunded the Fee(s) incurred.

Automated Renewals

- 7.14 The Platform shall automatically renew a Subscription Plan and set new Recurring Appointments in accordance with the pattern of your last Subscription Plan.
- 7.15 You may cancel the Subscription Plan at any time subject to a cancellation fee and the Cancellation Policy as set out in this Agreement.

8. Change in Particulars of Service

- 8.1 While the Platform will make best efforts to ensure that a Service Provider will remain with a Customer throughout a Subscription Plan, where a Customer would like to keep the same Service Provider for any or all recurring Sessions in the event of a change in particulars, the responsibility is on the Customer to communicate with the Service Provider such an intention. For the avoidance of doubt, it is the up to the Service Provider to make a determination on such requests. Regardless, the Platform will make best efforts that all requests for services are met by a Service Provider.
- 8.2 Where a Customer has agreed with the Service Provider to extend or reduce number the hours in relation to the Service or to reschedule a Service (a “**change in particulars**”), the Customer is responsible for notifying the Company about the change. Customers must notify the Company either by amending the Appointment through the Platform or by contacting our customer service via email support@lazy.com.sg .

9. Cancellation Policy

9.1 You will be charged a for cancellation in accordance with the policies on Cancellation as set out in this clause and in accordance with the Cancellation Policy for Customers and Service Providers, which ever applicable.

Cancellation Charges for Customers

9.2 You will be charged for any cancellation of Service as follows:

Cancellation	Charge
Before a Service Provider is matched by the Platform	FREE
Service Provider is match and when it is or more than 72 hours from the service booking	FREE
Service Provider is matched and when it is less than 72 hours but more than 24 hours from the service booking	50% of all payments
Service Provider is matched and when it is or less than 24 hours from the service booking	100% of payment

9.3 Fees include all payments made to the respective Service or Sessions including all disbursements, charges and miscellaneous fees.

Subscription Plan Cancellation Fee for Customers

9.4 You agree that any cancellation of a Subscription Plan will be subject to a termination charge of up to \$100.

Cancellation by Service Provider

9.5 Service Providers are independent contractors and are not in a contract of employment. They may and can reject or cancel an Appointment at any time they please. When a Service Provider cancels an Appointment, the Platform will notify You and make your available to other Service Providers. Your request may be taken up by another Service Provider. The Company is not able to guarantee or compel Service Providers to fulfil or undertaken your request as the Service Provider.

9.6 Where a Service Provider does show up at an Appointment and the Service is not executed, you will be refunded for that Session.

9.7 Where a Service Provider arrive more than one hour late for an Appointment, the Customer may request for a partial refund on a case by case basis. The Company may mediate the refund

up to 50% of Fee(s) for the respective Session subject to necessary investigation(s) and at the discretion of the Company.

9.8 Where a refund of Fee(s) is requested, tips shall not be included.

10. Payment

Pre-Payment of services

10.1 When You placed an order or make an Appointment for any Service or Subscription Plan, your Card will be charged the relevant Fee(s) for the upcoming Session. You hereby agree and allow the Company to charge you for the pre-payment of such Fee(s).

Payment by Cards

10.2 The Company shall charge your Card (as defined below), Fee(s) all Services. You agree and hereby authorize the Company to charge the credit card in our records for such amounts (herein after the "**Payments**").

10.3 You shall register a valid Card which belongs to you in accordance with the instructions within the Platform. If the Card belongs to any another person (such as your parents) you hereby warrant and represent that you have obtained the cardholder's permission and necessary authorisation to use the Card for the payment of Services. You agree that we may verify and authorize the Card details when you first register the Card with us as well as when you use the Service. You agree that we may issue a reasonable authorization hold, which is not an actual charge against your Card, in order to verify your payment method via your Card. The hold may appear in your statement as "pending". The authorization hold is issued as a preventive measure against any unauthorized or fraudulent usage of your Card. In the event your payment by your Card is processed overseas, you will be liable for any additional charges in relation thereto.

10.4 We will use third party services to process Card information. We retain the right, in our sole discretion, to place a hold on your credit card for an ordered or completed Service transaction. We reserve the right to suspend the processing of any transaction or disable or limit the use of the Card in the event of any error in transaction which results in decline or chargeback from the financial institution or where we reasonably believe that the Card has been used for a transaction that may be fraudulent, illegal or involves any criminal activity or where we reasonably believe you to be in breach of the Terms of Use. You agree that you will cooperate in relation to any financial crime screening that is required and to assist the Company in complying with any prevailing laws or regulations in place. You shall be responsible to resolve any disputes with your Card Company on your own. Save for the Company's Grievance Redressal and Cancellation Policy, no refunds or credits will be provided once the Requester's credit card has been charged, except that at our sole discretion, refunds or credits may be

granted in extenuating circumstances, as a result of specific promotions, or to correct any errors we have made.

Payments on the Platform

10.5 You are obligated to make Payments by credit card and or debit card (a “**Card**”). All Payments by you must be made through the Platform. Any Payments paid outside of the Platform will not be subject to the benefits of our Grievance Redressal Policy and Cancellation Policy.

11. Grievance Redressal

11.1 You may lodge a complaint with the Company for unsatisfactory Services within 48 hours from the completion of a Service by providing us with the necessary information of the respective Service via our customer support email support@lazy.com.sg (hereinafter termed a “**Claim**”).

11.2 Following your Claim, the Company may either:

- a) refund the Fee for the respective session,
- b) or arrange the relevant Service re-performed;

(Herein after collectively referred to as the “**Gradience Redressal**”)

11.3 If you elect to have the Service re-performed and you are still not satisfied with the Service after it has been re-performed, the Company will refund your Payment amount for such Service.

11.4 Claims for Grievance Redressal does not apply to any cost, liability, damage, injury, or claim arising from or in connection with the Services.

11.5 If within 48 hours from the completion of a Service, no complaint is lodged by you, the we will be entitled to deem the Service and/or respective service appointment satisfactory, final and conclusive with no room for further settlements for dispute. In such event, we exercise the full discretion and determination on any Grievance Redressal.

12. Insurance

12.1 The Company provides certain limited additional protections for Services (a “**Guarantee**”) on a gratuitous and full discretionary basis policies, conditions and limitations as set out herein this clause.

12.2 The Company will compensate a Customer a maximum of \$40 per occurrence of loss arising from:

- a) property damage as a direct result of negligence of the Service Provider during performance of Service or;

- b) direct result of negligence of a Service Provider during performance of a Service;

(collectively referred to as “**Damages**”)

12.3 but does not cover:

- a) Merchandise;
- b) losses arising out of acts of nature, including, but not limited to, pollution, earthquakes and weather-related events;
- c) losses arising out of interruption of business, loss of market, loss of income and/or loss of use;
- d) losses for property damage and theft exceeding the original value and/or replacement value for such property, less any standard depreciation;
- e) losses arising from the acts or omissions of the Service Requester or third party;
- f) losses arising from the negligence or misconduct of a third party;
- g) losses arising from a manufacturer's or a product's defects;
- h) losses from pre-existing damages or conditions of the item or property;
- i) losses arising from items supplied by the Service Requester or due to the Service Requester recommendations (e.g., if a manufacturer recommends affixing furniture to a wall and the Service Requester declines to have furniture affixed, etc);
- j) losses arising from flooding and/or water damage including mould, fungi or bacteria;
- k) losses arising from products containing hazardous or harmful materials, acts of terrorism, product liability, or pollution;
- l) losses of cash, third party gift cards, and securities;
- m) losses as a result of an intentional wrongful act by the Service Provider;
- n) losses arising from normal wear and tear;
- o) losses for items that retain their functionality; (e.g., minor cosmetic damage, ordinary wear and tear, TV that has a scratch on the bezel);
- p) losses for fine arts, which includes but is not limited to paintings, etchings, printed photos, pictures, tapestries, rare or art glass, art glass windows, valuable rugs, statuary, sculptures, antique furniture, antique jewellery, bric-a-brac, porcelains, antique

automobiles, coins, stamps, other collectibles, collections, furs, jewellery, precious stones, precious metals, and similar property of rarity, historical value;

- q) losses for damage beyond the specific damaged area (e.g., should flooring sustain damage, any loss is limited to the replacement cost of the square footage that was damaged after deducting for obsolescence and physical depreciation);
- r) loss of use damages, including without limitation, loss of use such as property, furniture and the costs of any storage, movement and insurance of furniture in connection with loss of use;
- s) losses based on sentimental and/or undocumented intangible value;
- t) losses or damages associated with the unauthorized acquisition of, access to, destruction of, and/or loss of electronic data, including but not limited to films, records, manuscripts, drawings or photographs, data, information, audio or video recordings, files, facts, programs or other materials stored as or on, created or used on, or transmitted to or from, computer software, including systems and applications software, hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices, cloud storage, or any other media which are used with electronically-controlled equipment;
- u) losses related to repairs outside of the area where the Services were performed;
- v) losses of pets, personal liability or damage to shared or common areas;
- w) losses arising from shipping costs and/or shipping of replacement items and/or taxes incurred in purchasing the original and/or replacement items;
- x) losses of theft without a valid police report, if requested by You; and losses with insufficient documentation; and
- y) losses occurring after, or unrelated to, the performance of the Service;
- z) losses involving products or services, or uses of either, that are prohibited by law;
- aa) losses due to unforeseeable or latent defects in the premises;
- bb) losses related to services not explicitly booked through the Platform; and
- cc) losses reported by third parties.

12.4 For Subscription Plan(s), Damages in each Session is counted as a separate and single occurrence of Damages.

12.5 Claims for the Guarantee are subject to the following conditions

- a) The Service was agreed between a Customer and a Service Provider using the Platform, and the Service was confirmed by the Service Provider through the Platform;
- b) there are no breaches in this agreement by the Service Provider and the Customer;
- c) You have reported the claim within 48 hours from the completion of the Service; and
- d) Your account is in good standing with no outstanding balances owed to the Service Provider and/or the Company.
- e) You have objectively reasonable and communicated the location and identity of those risk that can contribute to potential Damages to Service Provider prior to the start of the Service; and
- f) You have accounted for and secured all such potential risk in relations to such Damages prior to the Service.

13. Special Promotions, Gift Cards and Vouchers.

Changes to Promotions

- 13.1 We may from time to time provide certain promotional opportunities to Requesters. All promotions will be run at our sole discretion, and can be activated, modified or removed at any time by us without advance notification.

Referral Credits

- 13.2 In the event that you are given a code through which you may refer an individual to the Platform in exchange for a referral credit, you shall not use any online marketing or advertising to promote such code or to artificially increase the amount of credits awarded. By way of example, you may not post, or cause, request or permit a third party to post any such code on a coupon website, nor use any paid search marketing, online advertising, forum posting, newsgroup posting or bulk email to disseminate such code. You may only share such code with your personal friends and acquaintances for legitimate referral purposes, as determined by us in our sole discretion. Without limiting our other rights and remedies, we may terminate such code and/or your account for any breach of this Section. For questions or additional information, contact support@lazy.com.sg.

Gift Cards and Vouchers

- 13.3 The Company's gift cards ("**Gift Cards**") and vouchers or promotional codes for special offers or discounts ("**Vouchers**") (individually, "**Card**", or together, "**Cards**") may be available and can be used to pay in part or in full for Services. Card must be presented at the time of purchase

and available balance will be applied to your purchase. Card does not expire and there are no fees associated with use of Card.

- 13.4 You agree that you will only use one Voucher per person and will use Vouchers only for your first Service. You agree that you will comply with all Voucher and Gift Card terms. Cards are not replaceable if lost or stolen, and cannot be combined with any other Gift Cards, Vouchers, gift certificates, or other coupons. Cards cannot be used for previous purchases, credits, or the purchase of gift cards, and cannot be used to make a payment towards third party items the balance on a credit card. We reserve the right to limit quantities of Gift Cards purchased by any person or entity and to cancel a Gift Card if we believe that the Gift Card was obtained through fraudulent or unauthorized means. No credit card, credit line, overdraft protection, or deposit account is associated with your Card. If a Card holder's purchase exceeds the amount of that Gift Card's or Voucher's balance, the Card holder must pay the difference by another means. Unused Gift Card balances are not transferable. Card is void if copied, altered, transferred, purchased or sold. Purchases of Cards are final and not refundable. We reserve the right to correct the balance of a Gift Card if we believe that a billing error has occurred, and we disclaim all liability for any such billing errors. Cards and their use are subject to this Agreement (including the Privacy Policy) and use of a Card constitutes acceptance thereof. Applicable terms and conditions are subject to change without notice. If the laws pertaining to this Card require additional or different terms or conditions, then such terms and conditions shall apply. For questions or additional information, email us at support@lazy.com.sg.

Unused Gift Cards

- 13.5 Gift Cards have no cash value and shall not be redeemable, transferrable or exchangeable for cash. You agree that you shall not redeem, transfer or exchange for cash with any third-party Gift Cards for cash.

14. Privacy Policy

Collection of your Personal Information

- 14.1 Some of the materials available on the Platform may require prior registration to access. If you decide to access such materials, you will be required to register. We may refuse to grant you, and you may not use, a user name, email address or screen name that is already being used by someone else; that may be construed as impersonating another person; that belongs to another person; that violates the intellectual property or other rights of any person; that is offensive; or that we reject for any other reason in our sole discretion. When you complete a registration with us, you will be required to provide certain personal information. You agree that such information will be true, accurate and complete, and that you will update this information promptly when it changes. If you provide any information that is untrue or inaccurate, not current, or incomplete, or if we suspect that your information is untrue or inaccurate, not current, or

incomplete, we may, in our sole discretion, suspend or terminate your right to access any material for which registration is required. Any personally identifiable information supplied hereunder will be subject to the terms of the Privacy Policy.

Account, Password and Security

- 14.2 You are the sole authorized user of your account. You are responsible for maintaining the confidentiality of any username, password and account provided by you or us for accessing the Platform. You are solely and fully responsible for all activities that occur under your password or account, except that the Company may, in certain circumstances, enter your account to make changes that you request, such as rescheduling a Subscription Plan. The Company has no control over the use of any User's account by the User or third parties 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 us immediately at support@lazy.com.sg. Nothing in this section shall affect the Company's rights to limit or terminate the use of the Platform.

Proof of Identity

- 14.3 For Know Your Customer ("KYC") purposes. You will provide us with such proof of identity as we may reasonably request from time to time.

Text Messages and Phone Calls

- 14.4 By providing your phone number and using the Platform, you hereby affirmatively consent to our use of your mobile phone number for calls and, if such phone number is a mobile number, for text messages, in order to assist with facilitating the requested Services. Standard call or message charges or other charges from your phone carrier may apply to calls or text messages we send you. You may opt-out of receiving text messages from us by replying with the word "STOP" to a text message from us.

Emails

- 14.5 The Platform may send you confirmation and other transactional emails regarding the Services. The Platform may also send you emails about services that we think might interest you ("**Promotional Emails**"). The Promotional Emails include an option for you to opt out of receiving such emails.

Links to and Plug-Ins from Other Web Sites or Media.

- 14.6 Links (such as hyperlinks) from the Platform to and plug-ins from sites or applications owned, operated or controlled by third parties (collectively, "**Third-Party Sites**") do not constitute the endorsement by the Company of the Third-Party Sites or their content. Such links and plug-ins

are provided as an information service, for reference and convenience only. The Company does not control any Third-Party Sites and is not responsible for their content. It is your responsibility to evaluate the content and usefulness of the information obtained from Third Party Sites. The use of any Third-Party Site is governed by the terms and conditions of use and privacy policy of that Third-Party Site.

- 14.7 YOU ACCESS THIRD PARTY SITES AT YOUR OWN RISK. THE COMPANY EXPRESSLY DISCLAIMS ANY LIABILITY ARISING IN CONNECTION WITH YOUR USE AND/OR VIEWING OF ANY THIRD-PARTY SITES, AND YOU HEREBY AGREE TO HOLD THE COMPANY HARMLESS FROM ANY LIABILITY THAT MAY RESULT FROM THIRD PARTY SITES.

Community Areas

- 14.8 The Platform may contain blogs, message boards, applications, reviews, job postings, chat areas, news groups, forums, communities and/or other message or communication facilities that allow Users to communicate with other Users (collectively, "**Community Areas**"). All submissions made to Community Areas within the Platform will be public, and we will not be responsible for any information or materials posted in Community Areas. You may only use such Community Areas to send and receive messages and material that are relevant and proper to the applicable forum and that comply with this Agreement. "Your Information" is defined as any information and materials you provide to us or other Users in connection with your registration for and use of the Platform, including without limitation that are posted or transmitted for use in Community Areas. You are solely responsible for Your Information, and we are merely a passive conduit for your online distribution and publication of Your Information. You hereby represent and warrant that Your Information:

- a) will comply at all times with this Agreement and with (Personal Information; User Accounts) above; and
- b) will not create liability for us or cause us to lose (in whole or in part) the services of its ISPs, customers, or other partners or suppliers.

15. Intellectual Property

Digital Assets Rights

- 15.1 You hereby grant us a non-exclusive, worldwide, perpetual, irrevocable, royalty-free, sublicensable (through multiple tiers) right to use, host, store, reproduce, modify, create derivative works, communicate, publish, publicly perform, publicly display and distribute all of Your Information that is posted to Community Areas from or through your account on the Platform, including but not limited to all images, videos, musical works and text included in such postings. The rights you grant in this license are for the limited purpose of operating, promoting,

and improving the Platform. We reserve the right to remove postings from Community Areas in our sole discretion.

Intellectual Property Rights

- 15.2 The Platform, and the information, data, content and materials, which it contains (“**Company Materials**”), are the property of the Company and/or its affiliates and licensors, excluding User-generated content, which the Company has a right to use. The Company Materials are protected from unauthorized copying and dissemination. The Company and/or its affiliates and licensors are and shall continue to be the sole and exclusive owner of all right, title and interest in and to all intellectual property rights associated with the Company Materials. Any use of Company Materials, other than as expressly permitted herein, is prohibited without the prior permission of the Company and/or the relevant right holder. To the extent you provide any suggestions, ideas, enhancement requests, feedback, recommendations, or other information regarding the Platform, you hereby assign to the Company all right, title and interest thereto. The service marks and trademarks of Company, including without limitation, the Company logo are service marks owned by Company. Any other trademarks, service marks, logos and/or trade names appearing on the Platform are the property of their respective owners. You may not copy or use any of the marks, logos or trade names appearing on the Platform without the express prior written consent of the owner.

Modifications to the Platform

- 15.3 We reserve the right in our sole discretion to review, improve, modify or discontinue, temporarily or permanently, the Platform or any content or information on the Platform with or without notice. We will not be liable to any party for any modification or discontinuance of the Platform.

Confidential Intellectual Property

- 15.4 The term “**Confidential Information**” shall mean any and all of the Company’s trade secrets, confidential and proprietary information and all other information and data of the Company that is not generally known to the public or other third parties who could derive value, economic or otherwise, from its use or disclosure. Confidential Information shall be deemed to include technical data, know-how, research, product plans, products, services, customers, markets, software, developments, inventions, processes, formulas, technology, designs, drawings, engineering, hardware configuration information, marketing, finances or other business information disclosed directly or indirectly in writing, orally or by drawings or observation. You acknowledge that Confidential Information (as hereinafter defined) is a valuable, special and unique asset of the Company and agree that you will not use Confidential Information other than as necessary for you to make use of the Platform as expressly permitted by this Agreement and only during the term of this Agreement.

- 15.5 You will not disclose or transfer (or seek to induce others to disclose or transfer) any Confidential Information for any purpose.
- 15.6 You shall promptly notify the Company in writing of any circumstances, which may constitute unauthorized disclosure, transfer, or use of Confidential Information. You shall use best efforts to protect Confidential Information from unauthorized disclosure, transfer or use.
- 15.7 You shall return all originals and any copies of any and all materials containing Confidential Information to the Company upon termination of this Agreement for any reason whatsoever. The Platform contains secured components that are accessible only to those who have been granted a username and password by the Company. Information contained within the secure components of the Platform is confidential and proprietary.

16. User Policy

- 16.1 By using the Platform, Website, Software or the Application, you the User agrees that:
- a) You will only use the Service for lawful purposes;
 - b) You will only use the Service for the purpose for which it is intended to be used;
 - c) You will not use the Platform for sending or storing any unlawful material or for fraudulent purposes;
 - d) You will not use the Application and/or the Software to cause nuisance, annoyance, inconvenience or make fake bookings;
 - e) You will not use the Service, the Application and/or the Software for purposes other than obtaining the Service;
 - f) You will not impair the proper operation of the Platform;
 - g) You will not copy, or distribute the Software or other content without written permission from the Company;
 - h) You will only use the Software and/or the Application for your own use and will not resell it to a third party;
 - i) You will keep secure and confidential your account password or any identification we provide you which allows access to the Service;
 - j) You will provide the Company with proof of identity as it may reasonably request or require;

- k) You agree to provide accurate, current and complete information as required for the Service and undertake the responsibility to maintain and update your information in a timely manner to keep it accurate, current and complete at all times during the term of this Agreement.
- l) You agree that the Company may rely on your information as accurate, current and complete.
- m) You acknowledge that if your information is untrue, inaccurate, not current or incomplete in any respect, the Company has the right but not the obligation to terminate this Agreement and your use of the Service at any time with or without notice;
- n) You will only use an access point or data account which you are authorized to use;
- o) You shall not employ any means to defraud the Company or enrich yourself, through any means, whether fraudulent or otherwise, through any event, promotion or campaign launched by the Company to encourage new subscription or usage of the Service by new or existing users;
- p) You accept standard telecommunication charges where incurred for using the Service;
- q) You shall not impair or circumvent the proper operation of the network which the Service operates on;
- r) You agree that the Service is provided on a reasonable effort basis;
- s) You agree that your use of the Service will be subject to the Company's Privacy Policy as may be amended from time to time;
- t) You consent to any modifications or amendments, future or present to this Agreement; and
- u) You consent to the collection, use, sharing and transfer of your data as outlined in the Privacy Policy as updated from time to time.

16.2 By using the Platform, Website, Software or the Application, you further agree not to use the Platform (including but not limited to any Community Areas) to do any of the following:

- a) Upload files that contain viruses, Trojan horses, corrupted files, or any other similar software that may damage the operation of another's computer;
- b) Upload files that contain software or other material that violates the intellectual property rights or rights of privacy or publicity of any third party;

- c) Defame, abuse, harass, stalk, threaten or otherwise violate the legal rights (such as, but not limited to, rights of privacy and publicity) of others, including but not limited to our staff and other Users;
- d) Post a review or rating unless such review or rating contains your independent, honest, genuine opinion;
- e) Use the Platform or any Service for any purpose or in any manner that is in violation of local, state, national, or international law;
- f) Publish, post, upload, distribute or disseminate any profane, defamatory, false, misleading, fraudulent, threatening or unlawful topics, names, materials or information, or any materials, information or content that involve the sale of counterfeit or stolen items;
- g) Advertise or offer to sell any goods or services for any commercial purpose or solicit employment or contract work which is not relevant to services offered through the Platform. You may not solicit, advertise for, or contact in any form Users for employment, contracting, or any other purpose not related to Services facilitated through the Platform without express written permission from us;
- h) Use the Platform to collect usernames and/or email addresses of members by electronic or other means without our express prior written consent;
- i) Conduct or forward surveys, contests, pyramid schemes, or chain letters;
- j) Impersonate another person or allow any other person or entity to use your identification to post or view comments or otherwise use your account;
- k) Post the same note repeatedly (referred to as 'spamming'). Spamming is strictly prohibited;
- l) Download any file posted by another User that you know, or reasonably should know, cannot be legally distributed through the Platform, or post or upload any content to which you have not obtained any necessary rights or permissions to use accordingly;
- m) Restrict or inhibit any other User from using and enjoying the Platform;
- n) Imply or state that any statements you make are endorsed by us, without our prior written consent. Reverse engineer, disassemble, decompile, translate, modify, adapt, license, sublicense, alter, copy, distribute, hack or interfere with the Platform, its servers or any connected networks, use a robot, spider, manual and/or automatic processes or devices to data-mine, data-crawl, scrape or index the Platform in any manner, or attempt to do any of the foregoing;

- o) Remove or alter, visually or otherwise, any copyrights, trademarks or proprietary marks and rights owned by us;
- p) Upload content 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;
- q) Upload content that provides materials or access to materials that are obscene, adult or sexual or that exploit people under the age of 18 in an abusive, violent or sexual manner;
- r) Register to use the Platform under different usernames or identities, after your account has been suspended or terminated; and
- s) Mirror or archive any part of the Platform or any content or material contained on the Platform without the Company's written permission.

Undertakings by Customers for Use

16.3 By using the using the Platform, Website, Software or the Application, you, the Customer agree and undertake:

- a) to use the Platform for your personal use (or for the use of a person, including a company or other organization, that you validly represent);
- b) to use the Platform to book Services solely with respect to a location where you are legally authorized to have Services performed;
- c) not to use the Platform for any other purposes or in connection with any commercial endeavours whatsoever without our express prior written consent;
- d) that an order for Services is an offer to Service Providers, which is only accepted when the you receive a confirmation for the order;
- e) to treat the Service Providers courteously and lawfully, to provide a safe and appropriate working environment for them that is in compliance with all applicable laws and regulations, and to provide reasonable co-operation to Service Providers to enable them to supply Services;
- f) Not to cause a nuisance or behave in an inappropriate or disrespectful manner towards the Company or the Service Provider regardless of any misgivings that you may have against the Company or the third-party cleaning service provider;
- g) to communicate any complaints to us and not to the Service Providers;

- h) to comply with our complaint and other policies designated on the Site;
- i) to assume full responsibility and liability for all loss or damage suffered by yourself, the Service Provider, the Company or any third party as a result of any breach of the Terms of Use;
- j) that the Service Providers are independent contractors and by no means constitute in any form an employment relationship between the Service Providers and You; You acknowledge that their selected Service Provider may be unavailable from time to time, e.g. due to illness, vacation or leaving the Company; and
- k) not contact the Service Provider for purposes other than for the Service.

Undertakings by Service Providers for Use

16.4 By using the Platform as a Service Provider or independent contractor, agree and undertake:

- a) to take all necessary steps to comply with the Laws of Singapore so as to provide the Services lawfully (including but not limited to acquisition of business licence, purchase of valid insurance coverage for the Services, and CPF contribution for your own employee (if any));
- b) to take responsibility for your own expenses, liabilities, risk, profit and/or loss for providing the Services and that nothing in this Agreement and the Terms of Use constitute to an agency, an employment, a partnership or a joint venture between you, the Customer and/or the Company;
- c) not utilize the Platform to gain or for the purposes of gaining employment. You acknowledge neither the Company nor a Customer is regarded as an employer of a Service Provider for Services engaged through the Platform;
- d) to treat a Customer with courtesy and lawfully and to co-operate with them;
- e) not to conduct Services in any unlawful manner; and
- f) To exercise best efforts when conducting Services.

17. Disclaimer of Warranties, Indemnification, Limitation on Liability.

Disclaimer

17.1 THE USE OF THE PLATFORM IS ENTIRELY AT YOUR OWN RISK. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE PLATFORM IS PROVIDED ON AN "AS IS" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED,

INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. WITHOUT LIMITING THE FOREGOING, NEITHER THE COMPANY NOR ITS AFFILIATES OR LICENSORS WARRANT THAT THE PLATFORM WILL BE UNINTERRUPTED OR ERROR-FREE; NOR DO THEY MAKE ANY WARRANTY AS TO ANY CONTENT AVAILABLE IN OR THROUGH THE PLATFORM; NOR DO THEY MAKE ANY WARRANTY AS TO ANY SERVICE PROVIDER'S REGISTRATION, ACCREDITATION OR LICENSE; NOR DO THEY MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE PLATFORM, OR AS TO THE TIMELINESS, ACCURACY, RELIABILITY, SUITABILITY, SAFETY, COMPLETENESS OR CONTENT OF THE SERVICES OR ANY PRODUCTS, CONTENT, INFORMATION OR MATERIALS PROVIDED THROUGH OR IN CONNECTION WITH THE USE OF THE PLATFORM OR THIS AGREEMENT. ACCESS TO THE PLATFORM IS PROVIDED FREE OF CHARGE AS A COURTESY. NEITHER THE COMPANY NOR ITS AFFILIATES OR LICENSORS ARE RESPONSIBLE FOR THE CONDUCT, WHETHER ONLINE OR OFFLINE, OF ANY USER OF THE PLATFORM (INCLUDING BUT NOT LIMITED TO THE CONDUCT OF ANY REQUESTERS OR SERVICE PROVIDERS). NEITHER THE COMPANY NOR ITS AFFILIATES OR LICENSORS WARRANT THAT THE PLATFORM IS FREE FROM VIRUSES, WORMS, TROJAN HORSES, OR OTHER HARMFUL COMPONENTS. THE COMPANY AND ITS AFFILIATES AND LICENSORS CANNOT AND DO NOT GUARANTEE THAT ANY INFORMATION, PERSONAL OR OTHERWISE, SUPPLIED BY YOU WILL NOT BE MISAPPROPRIATED, INTERCEPTED, DELETED, DESTROYED OR USED BY OTHERS.

- 17.2 It is your responsibility to check and ensure that you have downloaded the correct Software for your device. The Company is not liable if you do not have a compatible device or if you have downloaded the wrong version of the Software to your device. The Company reserves the right to refuse your access to the Platform or to use the Service should you use the Application and/or the Software with an incompatible or unauthorized device or for purposes other than which the Software and/or the Application is intended to be used.
- 17.3 THE QUALITY OF THE SERVICES SCHEDULED THROUGH THE USE OF THE PLATFORM IS ENTIRELY THE RESPONSIBILITY OF THE SERVICE PROVIDER WHO ULTIMATELY PROVIDES SUCH SERVICES TO YOU. YOU UNDERSTAND, THEREFORE, THAT BY USING THE PLATFORM, YOU MAY BE EXPOSED TO SERVICES THAT ARE POTENTIALLY DANGEROUS, OFFENSIVE, HARMFUL TO MINORS, UNSAFE OR OTHERWISE OBJECTIONABLE, AND THAT YOU USE THE PLATFORM, AND SUCH SERVICE PROVIDER, AT YOUR OWN RISK.
- 17.4 NOTHING IN THIS AGREEMENT OR THE PLATFORM CONSTITUTES, OR IS MEANT TO CONSTITUTE, ADVICE OF ANY KIND. IF YOU REQUIRE ADVICE IN RELATION TO ANY LEGAL, FINANCIAL OR MEDICAL MATTER YOU SHOULD CONSULT AN APPROPRIATE

PROFESSIONAL. BY USING THE PLATFORM, YOU AGREE THAT THE EXCLUSIONS AND LIMITATIONS OF LIABILITY SET OUT IN THIS AGREEMENT ARE REASONABLE. IF YOU DO NOT BELIEVE THEY ARE REASONABLE, YOU MUST NOT USE THE PLATFORM.

- 17.5 You accept that, as a limited company, the Company has an interest in limiting the personal liability of its officers, directors and employees. you agree that you will not bring any claim personally against the Company's officers, directors or employees in connection with any dispute, loss or damage. without prejudice to the foregoing, you agree that the limitations of warranties and liability set out in this agreement will protect the Company's officers, directors, employees, agents, licensors, parents, subsidiaries, affiliates, successors, assigns and sub-contractors as well as the Company. each party acknowledges that the other party has entered into this agreement relying on the limitations of liability stated herein and that those limitations are an essential basis of the bargain between the parties.

limitation on liability

- 17.6 You agree not to hold the Company, its affiliates, its licensors, or any of such parties' agents, employees, officers, directors, corporate partners, or participants (collectively, "members") liable for any damages, expenses, losses, suits, claims, and/or controversies (collectively, "liabilities") that have arisen or may arise, whether known or unknown, relating to your use of or inability to use the platform, including without limitation any liabilities arising in connection with the conduct, act or omission of any user (including without limitation stalking, harassment, acts of physical violence, and loss or destruction of personal property), services, any dispute with any user, any instruction, advice, act, or service provided by the Company or members, and any destruction of your information. under no circumstances will the Company or members be liable for any direct, indirect, incidental, consequential, special or exemplary damages arising in connection with your use of or inability to use the platform or any services, even if such parties were or should have been advised of the possibility of the same. the Company and members do not accept any liability with respect to the quality or fitness of any work performed in connection with the platform, the services or this agreement. some jurisdictions do not allow the exclusion or limitation of certain types of damages, so the above limitations may not apply to you. If, notwithstanding the foregoing exclusions, it is determined that the Company or members are liable for damages, in no event will the aggregate liability, whether arising in contract, tort, strict liability or otherwise, exceed the total fees paid by you to the Company during the six (6) months prior to the time such claim arose.

Release

- 17.7 The Company and members expressly disclaim any liability that may arise between users of the platform. the platform is only a venue for connecting users. in the event that you have a dispute with one or more users, you release the Company and members from any and all claims, demands, or damages (actual, direct or consequential) 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

17.8 You hereby agree to indemnify, defend, and hold harmless the Company, its licensors, and each such party's directors, officers, parent organizations, subsidiaries, affiliates, members, employees, agents, attorneys, independent contractors and vendors from and against any and all claims, losses, expenses, liabilities, damages or demands (including legal costs incurred), in connection with or resulting from, directly or indirectly:

- a) Your use of or inability to use the Platform and/or any Service;
- b) Your violation of this Agreement;
- c) Your violation of any applicable law or regulation;
- d) Your violation of the rights of another (including but not limited to Service Providers);
- e) Your Information and content that you submit or transmit through the Platform and;
- f) Your request for helper to perform any cleaning tasks that they deem it's a life and health risk. (E.g. cleaning of an object or area at a high location and requires climbing. Helper will only perform internal window cleaning. External window cleaning is not within our service scope). The Company reserves the right, at its own expense, to assume the exclusive defence and control of any matter otherwise subject to your indemnification. You will not, in any event, settle any such claim or matter without the prior written consent of the Company.

18. General Provisions

No Waiver

18.1 A failure by us to enforce any provision(s) of this Agreement will not be construed as a waiver of any provision or right.

Entire Agreement

18.2 This Agreement constitutes the entire agreement between you and the Company with respect to its subject matter. If any provision of this Agreement is found to be invalid or unenforceable, the remaining provisions will be enforced to the fullest extent possible, and the remaining provisions will remain in full force and effect.

No Joint Venture, Agency or Employment

- 18.3 Users do not have authority to enter into contracts or commitments, whether written or oral, implied or express, on behalf of the Company. You acknowledge that we do not supervise, direct, or control a Service Provider's work or Services performed in any manner. Service Providers may wear a Company uniform or other Company badge purely for the purpose of identifying themselves as a service person contacted through the Platform. You understand and agree that if we are found to be liable for any claim in connection with your use of Services, then you will immediately reimburse and pay to us an equivalent amount, including any interest or penalties thereon. You further agree to indemnify, hold harmless and defend us from any and all claims that a Service Provider was classified as an independent contractor or an employee, any claims that we were an employer or joint employer of a Service Provider, and any claims under any employment-related laws, such as those relating to employment termination, employment discrimination, harassment or retaliation, overtime pay, CPF, sick leave, holiday or vacation pay, retirement benefits, worker's compensation benefits, or any other employee benefits.

Non-Assignment

- 18.4 You agree that, except as otherwise expressly provided in this Agreement, there shall be no third-party beneficiaries to this Agreement.
- 18.5 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: (i) to a parent or subsidiary, (ii) to an acquirer of assets, or (iii) to any other successor or acquirer. Any assignment in violation of this section shall be null and void. This Agreement shall inure to the benefit of permitted successors and assigns.

Limitation to Commence Action

- 18.6 You agree that regardless of any ordinance or law to the contrary, any Dispute, claim or cause of action arising out of or related to this Agreement must be filed within one (1) year after such Dispute, claim or cause of action arose or be forever barred.

Notices

- 18.7 All notices provided by a party in connection with this Agreement will be deemed given as of the day they are received either by email, delivery service, and/or ordinary post. Your address for such notices is your email address and/or physical address that you have provided to the Company or Your Information.
- 18.8 The Company's email for such notices is: support@lazy.com.sg.

Interpretation

18.9 The captions in this Agreement are solely for convenience and shall not affect the interpretation of this Agreement. This Agreement shall not be modified except in writing signed by both parties or by means of a new posting by the Company, as described below.

18.10 This Agreement shall be interpreted as if jointly drafted by the parties. The Company shall have no liability to you for any failure or delay in performing its obligations in this Agreement where such failure or delay is caused by an event or circumstance beyond the Company's reasonable control including, without limitation, breakdown of systems or network access, fire, or accident.

Survival

18.11 All provisions that should by their nature survive the expiration or termination of this Agreement.

Variation

18.12 We reserve the right, at our sole and absolute discretion, to change, modify, add to, supplement or delete any of the terms and conditions of this Agreement at any time, effective with or without prior notice. 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 Platform. Your continued use of the Platform following any revision to this Agreement is deemed and constitutes your complete and irrevocable acceptance of any and all such changes.

Governing Law

18.13 This Agreement shall be deemed to be made in Singapore, subject to, governed by and construed in all respects in accordance with the laws of the Republic of Singapore for every intent and purpose.

18.14 The Parties hereby agree to submit irrevocably to the non-exclusive jurisdiction of the Courts of the Republic of Singapore to settle any and all disputes in connection with this Agreement.

19. Dispute Resolution

Negotiation

19.1 In the event of any dispute or difference arising out of or in connection with or in relation to this Agreement or the existence, validity, termination, application or interpretation of this Agreement or any of its provisions, all Parties shall use their best endeavours to settle the dispute informally by agreement between the Parties. All Parties shall always act in good faith and co-operate with each other to resolve any disputes.

19.2 To expedite resolution and reduce the cost of any dispute, controversy or claim, past, present, or future, between you and the Company, including without limitation any dispute or claim

related to or arising out of this Agreement (“**Dispute**”), you and the Company may attempt to negotiate any Dispute by way of mediation (the “**Mediation**”) before initiating any arbitration or court proceeding. Such Mediation will commence upon written notice. Your address for any notices under this section is your email address and/or physical address that you have provided to the Company. the Company’s address for such notices is: support@lazy.com.sg and/or by mail to 8 Eu Tong Sen Street #23-84 Singapore 059818.

Mediation

- 19.3 Notwithstanding anything in this Agreement, if the dispute is not settled in accordance with clause above, no Party shall proceed to litigation or any other form of dispute resolution unless the Parties have made reasonable efforts to resolve the same through mediation in accordance with the mediation rules of the Singapore Mediation Centre. A Party who receives a notice for mediation from another Party shall consent and participate in the mediation process in accordance with this clause. Failure to comply with this clause shall be deemed to be a breach of this Agreement.

Arbitration

- 19.4 In the event that mediation is unsuccessful, the dispute shall be resolved either by reference to arbitration, by way of a written notice to the other Parties, which shall state the specific dispute to be resolved and the nature of such dispute.
- 19.5 Any reference to arbitration in Singapore shall be a submission to arbitration within the meaning of the Arbitration Act for the time being in force in Singapore. Such arbitration shall be conducted in the English language in accordance with the Arbitration Rules of the Singapore International Arbitration Centre (“SIAC Rules”) for the time being in force, which rules are deemed to be incorporated by reference into this clause, except in so far as such Rules conflict with the provisions of the Governing Law in which the clauses of Governing Law herein will prevail.
- 19.6 The arbitration tribunal shall consist of one (1) arbitrator to be appointed by mutual agreement between the Parties. Any Party may propose to the other the name or names of one or more persons, one of whom should serve as an arbitrator. If no agreement is reached within thirty (30) days after receipt by the other Parties of such a proposal from a first Party, the arbitrator shall be appointed by the Appointing Authority.
- 19.7 The Appointing Authority shall be the Chairman of the SIAC.
- 19.8 The arbitrator must not be a present or former employee or agent of, or consultant or counsel to, any Party or any related corporation [as defined in Section 6 of the Companies Act (Cap. 50)] of any Party.

- 19.9 Any decision or award of an arbitration tribunal appointed pursuant to this clause will be final and binding on the parties.
- 19.10 Interest at the annual rate of six percent (6%) per annum will be due and payable to the Party in receipt of an arbitration award from such date as the arbitral tribunal may decide until the date of payment to such Party.
- 19.11 The Parties hereto undertake to keep the arbitration proceedings and all information, pleadings, documents, evidence and all matters relating thereto confidential.
- 19.12 The application of Part II of the International Arbitration Act, and the Model Law referred thereto, to this Agreement is hereby excluded.
- 19.13 For the avoidance of doubt, it is agreed that nothing in this Agreement shall prevent the Company from seeking urgent equitable relief before any appropriate court and the commencement of any dispute resolution proceedings shall in no way affect the continual performance of the Parties' obligations under this Agreement.

I HEREBY ACKNOWLEDGE THAT I HAVE READ AND UNDERSTAND THE TERMS OF USE AND PRIVACY POLICY AND AGREE THAT MY USE OF THE PLATFORM IS AN ACKNOWLEDGMENT OF MY AGREEMENT TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT.

Last updated: 1 January 2020