



SchoonInHuis B.V./AIUTARE.IT
Website
Terms and Conditions

RECITALS

- A. SchoonInHuis B.V. ("**AIUTARE.IT**") operates an online platform at www.aiutare.it (the "**Website**") through which customers ("**Users**") can book a Business for the provision of cleaning services ("**Cleaning Services**"), by submitting a Booking Request. AIUTARE.IT then matches the most suitable Business from its database of Businesses to the Booking Request.
- B. The Businesses are cleaning services providers which are registered with AIUTARE.IT to provide the Cleaning Services.
- C. AIUTARE.IT does not offer the Cleaning Services itself but is a third party facilitator of the contracts between the User and the Business. Accordingly, AIUTARE.IT can receive and confirm Users' requests for Cleaning Services, issue invoices on behalf of the Business and pass on payments to the Business.
- D. The User enters into two contractual relationships. The first contract being with AIUTARE.IT, governing the access to and use of the Website in accordance with the terms and conditions of this Agreement. The second contract being with the Business for the provision of the Cleaning Services ("**Cleaning Agreement**").

AND THE PARTIES HEREBY AGREE:

1. Definitions and Interpretation

- 1.1. In these Terms (including the recitals), unless the context otherwise requires:

"**Booking**" means the booking made by you on the Website for the provision of Cleaning Services; "**Booking System**" means the online system which enables you to make a Booking; "**Cleaning Fee**" means the fee (inclusive of goods and service tax, if applicable) for the Cleaning Services charged on an hourly basis, as advised by AIUTARE.IT from time to time;

"**Payment Amount**" means the amount that you are required to pay for the Cleaning Services under your Booking;

"**you**", "**your**" means you as the user of the Website.

2. Terms and Conditions

- 2.1. Access to and use of the Website is subject to the terms and conditions outlined in this agreement (the "**Terms**").

3. User Profile

- 3.1. You will be required to register your personal information, including your name, address, phone number and payment details on the Website in order to make a Booking ("**User Profile**").
- 3.2. You will be issued with a username and password which are linked to your User Profile. The username and password are personal to you and are not transferable. You should notify us of any breach of security of your username and password immediately.
- 3.3. You must manage Bookings through the AIUTARE.IT platform; cancelling and rescheduling as and when needed.
- 3.4. AIUTARE.IT may delete or block User Profiles at its own discretion. Blocked users are prohibited from setting up a new User Profile.

4. Booking System

- 5.1. To make a Booking you must login to your User Profile and use the Booking System to request a Booking. You will receive a Booking request confirmation receipt from AIUTARE.IT after submitting your Booking request.
- 5.2. AIUTARE.IT will then make your contact details, location, requested time and the scope of the Cleaning Service available to its Business network. An available Business will then confirm their acceptance of the Booking.
- 5.3. You are able to select a preferred Business. AIUTARE.IT will take your preference into account when facilitating the Cleaning Service, however a specific Business cannot be guaranteed and will depend on the Business's availability.
- 5.4. When a Booking is confirmed by a Business, AIUTARE.IT will issue you with an acceptance email and attach the Cleaning Agreement that constitutes the relationship between you and the Business for the provision of the Cleaning Services. AIUTARE.IT will not, in anyway, be involved in the Cleaning Agreement between you and the Business, aside from processing the Payment Amount on behalf of the Business and providing you with an invoice in accordance with clause 6.4.
- 5.5. If the requested Booking cannot be facilitated, AIUTARE.IT will arrange an alternative time for the Cleaning Service with you and a Business.
- 5.6. You are not permitted to engage the Cleaning Services of a Business other than through the Booking System on the Website.

5. Payment

- 5.1. You agree that at the time of Booking, your payment details will be transferred to AIUTARE.IT's secure payment gateway. AIUTARE.IT may check the availability of funds on your nominated payment method to ensure sufficient funds are available.
- 5.2. Upon the successful completion of your Cleaning Service, you agree to the automatic debit of the Payment Amount to your nominated payment method. You must ensure that sufficient funds are available for debit at that time. Fees and charges relating to insufficient funds at time of debit will be passed onto you.
- 5.3. On receipt of the Payment Amount, AIUTARE.IT will hold the Payment Amount on behalf of the Business until such time as they are remitted to the Business, refunded to you (if you are entitled to a refund) or transferred to AIUTARE.IT in payment of our fees and charges. No interest will be payable by AIUTARE.IT to you or the Business on amounts held by AIUTARE.IT.
- 5.4. AIUTARE.IT, on behalf and in the name of the Business, will issue you with an invoice.

6. Changes and Cancellation

- 6.1. You can cancel or amend a Booking on the Website, free of charge, up to 48 hours before the Cleaning Service is scheduled to begin.
- 6.2. If you cancel or amend a Booking between 24 and 48 hours before the Cleaning Service is scheduled to begin, you will have to pay cancellation costs equivalent to one hour of the Cleaning Fee. If you cancel or amend a Booking within 24 hours before the Cleaning Service is scheduled to begin, you will have to pay cancellation costs equivalent to two hours of the Cleaning Fee.
- 6.3. You cannot amend, extend or cancel a Booking during the performance of the Services.

- 6.4. The Cleaning Agreement shall expire once the Cleaning Services under the Booking have been performed.
- 6.5. If the Business is unable to fulfil a confirmed Booking (in full or part), we will attempt to find you a replacement Business. If we cannot find you an alternative Business, we will reschedule your Booking to a new time which suits you. If we cannot find a suitable time for you, you may cancel the Booking at no charge.
- 6.6. There is a minimum of three Cleaning Services of two (2) hours duration for recurring Bookings. If the recurring Booking is cancelled after only one Cleaning Service is provided, you agree to pay AIUTARE.IT a fee of \$100. If the recurring Booking is cancelled after the Second Cleaning Service is provided, you agree to pay AIUTARE.IT a fee of \$50. The parties agree that such fee is a genuine and reasonable estimate of the loss AIUTARE.IT will suffer as a consequence of your cancellation. We reserve the right to reduce the fee payable under this clause 7.6 at our discretion.
- 6.7. In addition, the first three Cleaning Services of the recurring Bookings are to be provided within 5 weeks of the initial Booking where the recurrence is weekly and within 7 weeks where the recurrence is fortnightly. If the services are not provided during this period, AIUTARE.IT reserves the right to charge its one off fee in accordance with clause 7.6 rather than a recurring booking fee.

7. Cleaning Services

- 7.1. AIUTARE.IT operates the Website as a third party facilitator for the Cleaning Services and provides you with the platform to purchase the Cleaning Services.
- 7.2. AIUTARE.IT is not an agent or broker for you or the Business. You enter into any transaction with a Business entirely at your own risk.
- 7.3. AIUTARE.IT uses their best efforts to monitor the Cleaning Services offered by a Business. However, AIUTARE.IT does not make any representation as to the safety, quality, condition or description of any products used or Cleaning Services provided by Business. Any issues regarding safety, quality, condition or description should be notified to AIUTARE.IT, who will then pass the issue onto the Business designated to your Booking. You should refer to the terms and conditions of your Cleaning Agreement for further information.
- 7.4. All bookings are subject to Business availability.

8. Business Ratings

- 8.1. You can post ratings on the Website for the Cleaning Services provided (“**Ratings**”).
- 8.2. Ratings must be based on demonstrable facts. They must be written fairly and objectively and must not contain any content which is offensive or abusive, liable to criminal prosecution or otherwise unlawful (e.g. content which infringes third parties’ intellectual property rights). Ratings which violate this clause will not be published or will be deleted. Ratings will identify the User that has posted the Rating.
- 8.3. By sending in a Rating, you grant AIUTARE.IT, free of charge, the usage rights to the text of the Rating without any territorial or time limitation.
- 8.4. AIUTARE.IT will have the right to deal with the Rating in any manner it sees fit, including using it for further rating services, passing it on to third parties or publishing it.
- 8.5. Unjustified multiple Ratings, self-Ratings and other forms of Rating which attempt to have a distorting influence on the rating system are prohibited.

9. Termination

- 9.1. AIUTARE.IT may at its discretion terminate your use of, or access to, the Website at any time. If this happens we may notify you by email. If your use of the Website is terminated:
- (a) you are no longer authorised to access the Website or use any other AIUTARE.IT services with the email address you used to register with the Website or any other email address you possess;
 - (b) you will continue to be subject to and bound by all restrictions imposed on you by the Terms; and
 - (c) all licences granted by you and all disclaimers by AIUTARE.IT and limitations of AIUTARE.IT's liability set out in the Terms or elsewhere on the Website will survive termination.
- 9.2. You may terminate this agreement by emailing AIUTARE.IT at contact@aiutare.it. AIUTARE.IT will disable your User Profile within fourteen (14) days of receipt of the email requesting termination of your User Profile.
- 9.3. AIUTARE.IT reserves the right to deduct any outstanding fees and charges owing to AIUTARE.IT and/or the Business on your User Profile prior to disabling it.

10. Indemnity and Liability

10.1. Cleaning Services Liability

To the extent permitted by law, AIUTARE.IT will not be responsible and will be excluded from all liability, for any loss or damage whatsoever (including personal injury, loss of life and damage to property) that you or another person may suffer in connection with the offer or supply of (or default in supplying) the Cleaning Services.

11. General Provisions

- 11.1. Any provision of, or the application of any provision of these Terms which is prohibited in any jurisdiction is, in that jurisdiction, ineffective only to the extent of that prohibition.
- 11.2. Any provision of, or the application of any provision of these Terms which is void, illegal or unenforceable in any jurisdiction does not affect the validity, legality or enforceability of that provision in any other jurisdiction or of the remaining provisions in that or any other jurisdiction.
- 11.3. If a clause is void, illegal or unenforceable, it may be severed without affecting the enforceability of the other provisions in these Terms.
- 11.4. These Terms shall be governed by and construed in accordance with the law for the time being applicable to the Netherlands and you agree to submit to the non-exclusive jurisdiction of the Courts of Amsterdam.
