



Legal Notice

The website www.NeedHelp.com (hereinafter the "Website") is the exclusive property of the company WE SHARE TRUST (hereinafter the "Company") with a capital of Eur 101,890, registered in the PARIS Trade and Companies Register under number B 799 782 859, VAT FR45799782859, whose registered office is located at 5 Villa Victor Hugo, 75116 PARIS.

The NeedHelp website is hosted by Amazon Web Services LLC (AWS) P.O. Box 81226 Seattle WA 98108-1226 - USA, on servers located in Europe.

Introduction

This document describes the Terms and Conditions of Use of the Website www.NeedHelp.com for the United Kingdom.

TOU of the Website www.NeedHelp.com

1. DEFINITIONS

For the purposes of these TOU, and notwithstanding any terms defined elsewhere in these TOU, the following terms shall have the meanings set forth in the definitions below:

Agreement: a contract formed on the Website whereby the Client and the applicable Jobber agree that the Jobber shall perform the Job that is the subject of the applicable Proposal for the agreed price (and it being acknowledged and agreed that the Company shall not be a party to any Agreement).

Business User: any person: (i) who is a Jobber; or (ii) who is acting for purposes relating to that person's trade, business, craft or profession.

Client: a natural or legal person, being a Consumer or Business User, submitting Proposals in order to obtain responses from Jobbers.

Code: a series of alphanumeric characters provided by the Company to the Client, and which is then provided by the Client to the Jobber once the applicable Job has been completed (in the case of Mangopay payment), in order for the Jobber to enter it on the Website to obtain payment for the applicable Job.

Company's Fee: fees owed by the Client to the Company in consideration for the Service provided via the Website by the Company, as further detailed in Section 8 ("Company's Fee").

Consumer: a person acting for purposes that are wholly or mainly outside of their trade, business, craft or profession.

Content: content of any kind that a User posts on the Website (in particular editorial, graphic, photographic, video or other content, including the name and/or image that a User may choose to identify itself on the Website).

IKEA Client: an individual or legal person, being a Business User or Consumer, from our IKEA Partner (online or via partner stores) posting Proposals for kitchen or kitchen unit installation, in order to obtain responses from Jobbers.

Job: the service to be performed by a Jobber as specified in the applicable Proposal.

Jobber: a service provider independent from the Website, being a natural or legal person, professional or non-professional, using the Website and the Platform to review and respond to the Proposals of Clients in order to perform the Jobs offered by Clients. A Jobber (natural person) acts independently of his or her professional activity if he or she is an employee.

Offer: an offer prepared by a Jobber in response to a Proposal posted by a Client in which the Jobber describes the Job it can perform and the price.

Platform: the electronic platform for connecting Clients and Jobbers that is accessible via the Website.

Profile: information relating to a User, provided by the User and accessible to other Users.

Proposal: a proposal created by a Client in which the Job it wishes to assign to a Jobber is described.

Services: all of the features offered by the Company via the Website and, in particular, putting in contact Jobbers and Clients via the Platform.

TOU: these Terms and Conditions of Use that the User has accepted, which form a contract between the User and the Company and specify all of their rights and obligations in connection with the use of the Website.

User: any individual or legal person (whether a Consumer or a Business User) registered on the Website for the purpose of benefiting from the Services (and which includes, without limitation, Clients and Jobbers).

User Account: section dedicated to the User, which the User can access on the Website using its email address and password, and in which certain information about the User can be found.

2. PURPOSE

The Website and its Platform, accessible via the Internet, offer a service for putting Users in contact with each other.

The Website allows Clients who have a Proposal to post it in order for a Jobber to respond to it.

The purpose of these TOU is to define the terms and conditions under which Users are authorized to use the Website.

2.1 Modification to these TOU

The Company may modify these TOU at any time.

The Company must notify these changes, by electronic e-mail (or any other durable medium) to the Users, within one month before their effective date, who may terminate the contractual relationship with the Company before this period expires.

The offer of new services by the Jobber or posting of new Proposals by the Client on the Platform constitutes acceptance of the updated TOU, unless the changes require the Jobber or the Client to make significant technical or commercial changes in order to comply with them.

The above-mentioned notice period shall not apply if (i) the changes to the TOU result from legal or regulatory obligations that make it impossible to comply with this period or (ii) the changes are made, exceptionally, to deal with an unforeseen and imminent danger to protect the Platform and Users against fraud, malware, spam, data breaches or any other cyber security risk.

The applicable TOU are the ones in effect at the time of each use of the Website and, in respect of an Agreement, those in effect at the time an Agreement is entered into.

3. STATUS AND OBLIGATIONS OF THE COMPANY

The Platform is an online platform which allows Users to contact each other in order to enter into an Agreement for the provision of services (in the form of Jobs). The Company agrees to provide the Users with the Service enabling them to contact, via the Website, other Users for the purpose of possibly entering into an Agreement with them for the performance of a Job.

The Company's role is strictly limited to putting Users in contact with each other via the Platform available on the Website. Accordingly:

- (a) the Company is not a party to any Agreement that may be entered into between a Client and a Jobber. The Company, via the Website, only provides the means for the Client and the Jobber to contact each other and enter into an Agreement if they wish to do so;
- (b) the Company does not guarantee the performance or quality of the result of the Job which may be performed by a Jobber for the benefit of a Client; and
- (c) the Company does not verify the ability or qualifications of any Jobber to perform a particular Job and it is the sole responsibility of: (i) the Client to verify the ability and/or qualifications of any Jobber with whom they enter into an Agreement; and (ii) the Jobber to post accurate information regarding their abilities and qualifications on the Platform.

The Company shall use its reasonable efforts to provide the Services but Users agree that the Company cannot guarantee the absence of bugs, errors or inaccuracies.

The Services are subject to change and modification from time to time.

4. ACCESS TO THE WEBSITE AND SERVICES

All costs of setting up computers and telecommunications means allowing access to the Website are borne by the Users themselves.

5. REGISTRATION ON THE WEBSITE

5.1 Acceptance of the TOU

Confirmation of acceptance of these TOU by Users who register on the Website is evidenced by a checkbox in the registration form. This acceptance can only be full and complete. Any acceptance with reservations shall be deemed null and void.

If a User does not agree to be bound by these TOU, then the User must not access the Website or use the Services.

Users who have given their consent at the time of registration to receive promotional offers from the Company can at any time unsubscribe to stop receiving them.

5.2 Creation of a User Account

To use the Website and the Platform, Users must register by creating a User Account and entering a valid email address and choosing a password.

During registration, Users must also provide the Company with their first name, last name, telephone number and mailing address. Users are not allowed to include the name of a business or company in the information requested.

Users agree to provide complete and accurate information when registering to use the Platform and on their User Account and to keep such information up to date.

User Account creation will be considered complete at the end of the registration process, which may include, if necessary, any verification step that the Company deems necessary, in particular with regard to a User's email address.

Once created, the User Account will give access to a personal space that will enable the applicable User to use the Services to be managed in a form and according to the technical means provided by the Company.

If a User wishes to perform a Job as a Jobber, the Company reserves the right, at its sole discretion, in such form and by such technical means as the Company deems most appropriate, to:

- (a) Carry out any verification process that it deems reasonably necessary, particularly concerning the Jobber's email, identity or contact information (and the Client acknowledges and agrees that the Company does not verify the ability or qualifications of any Jobber to perform a particular Job and it is the sole responsibility of the Client to do so if they wish);
- (b) Ask the User for any document and information it deems reasonably necessary in order to complete its registration application as a Jobber. Obtaining these elements shall be a condition to complete the creation of the User Account of a Jobber;
- (c) Refuse any request for the creation of a User Account, at its own discretion, and without having to provide any justification whatsoever.

In all cases, Users shall ensure that all documents and information provided to the Company are accurate, complete, up-to-date and not misleading.

Users agree to update this information through their User Account in the event of a change, so that the information always complies with the aforementioned requirements.

Users acknowledge and agree that the information entered for the purpose of creating or updating their User Account is proof of their identity. Any information entered by a User is binding upon it as soon as it is validated.

Users may access their User Account at any time after logging in with their login name and password.

Users agree that their User Account (and the Services provided by the Website) are personal to them and shall not allow any third party to use their User Account in their place or on their behalf. A User shall be fully responsible and liable for any activity carried out by third parties using their User Account.

Users are responsible for maintaining the confidentiality and security of their username and password. Any access to the Website using a User's username and password shall be deemed to have been carried out by the applicable User, such User therefore remaining solely responsible and liable for any activity carried out using their username and password.

If a User loses a password, such User will be asked to enter their email address in order to receive a link to set a new password.

Users must immediately contact the Company at the contact details set out in the Section 'Support' if they notice that their User Account has been used without their consent. Users acknowledge that the Company has the right to take all appropriate measures in such circumstances.

A User shall create only one User Account, and the Company reserves the right to delete any additional accounts created by a single User.

Any User whose User Account has been deleted pursuant to a violation by such User of these TOU is prohibited from creating a new User Account. The Company reserves the right to delete any User Account created in violation of this restriction.

5.3 Creating a Profile

Users can create a Profile that will include all the information they wish to make available to other Users (e.g., languages spoken, degrees, interests, skills).

The Profile is available on the User Account.

Once published on the Website, the Profile will be available to all Users.

Users are solely responsible for the creation of their Profile. Consequently, it is each User's responsibility to ensure that the information that they publish, in particular the pseudonym that they use in their relations with other Users and the content of the Proposal, if any, comply with these TOU and all applicable laws and regulations and that they do not infringe the rights of third parties. The Company will not be held liable in this respect.

However, if the Company is informed that the information published by a User does not comply with the above provisions, the Company reserves the right to suspend the User's User Account as indicated in Section 19 ("Suspension of the User Account").

5.4 User representation

Prior to registration, Users must confirm that they have a bank account and a credit card and:

- (a) If he/she is a natural person: he/she has full legal capacity to agree to the TOU. A natural person who does not have full legal capacity to agree to these TOU can access the Website and the Services only with the agreement of his/her legal representative; and
- (b) If it is a legal entity: act through a natural person having the legal capacity and power to enter into a contract in the name and on behalf of the legal entity.

Specific rules applicable to Jobbers:

Jobbers agree to:

- (a) Act in accordance with applicable laws and regulations; and
- (b) Comply with all tax and social security reporting obligations and the obligations associated with their activity on the Website.

Specific rules applicable to Clients:

Clients agree to comply with any applicable tax and social security obligations related to their activity on the Website. In this respect, Clients are responsible for making all declarations and disclosures to the relevant authorities.

2. **CONTACT AND CONNECTION BETWEEN USERS**

2.1 General principles

Clients are solely responsible for determining the content of each Proposal they post on the Website.

In addition, Clients agree to ensure that all Proposals comply with these TOU as well as all applicable laws and regulations and in particular that they do not infringe the rights of third parties.

2.2 Obligations of Clients

Clients agree to only post on the Website genuine Proposals corresponding to genuine Jobs.

Each Proposal posted by a Client on the Website must specify at least the following information:

- (a) The category of service in which the Client wishes the Proposal to be posted amongst the options available on the Website;
- (b) A clear and precise description of the Job required;
- (c) The deadline within which the Client wants the Job to be completed (before or on a specific date);
- (d) The city and, if applicable, its district, or the geographical area in which the Job is to be carried out; and
- (e) The method of payment the Client wishes to use (direct payment or online payment).

Clients must also indicate on the Website the precise address at which the Job is to be carried out and may, if necessary, specify the access codes required to access the applicable premises. This information will not be published in the Proposal posted on the Website and will be sent only to the Jobber selected by the Client.

Once the Proposal is published, it will be made available on the Website for a maximum period of sixty (60) days or, if the Job must be carried out before the end of this period, until the date specified in the Proposal for completion of the Job. Clients may not modify or delete their Proposal except by contacting Technical Support (see Section 14, "Support").

When a Client selects a Jobber to complete the Job, this information appears on the Proposal, and other Jobbers can no longer apply for the Job.

2.3 Obligations of Jobbers

Any Jobber who wishes to respond to a Proposal posted by a Client on the Platform shall obtain, prior to applying, all necessary information and details on the content of the Job and shall clarify any uncertain points regarding the precise content of the Job and, in particular, the price of the Job.

For information, if the Client is a Consumer, then the Jobber must also comply with any applicable consumer protection laws and regulations, including (without limitation) the Consumer Rights Act 2015 and the Consumer Contracts (Information, Cancellation and Additional Charges Regulations) 2013. For example, the Jobber must satisfy all pre-contract information requirements and all requirements relating to the right of cancellation set out in the Consumer Contracts (Information, Cancellation and Additional Charges Regulations) 2013.

Please note that the Company does not verify the content posted on the Website and is not a party to the Agreements entered into between Users, and so the Company shall not be held liable in the event of failure by the Jobber to comply with its obligation to provide information and, more generally, with applicable regulations.

2.4 Contact and negotiation between Users

Jobbers may respond to a Proposal posted on the Website by making an Offer.

Users shall not use the Website in order to communicate or use contact information that would allow another User to contact them directly prior to the conclusion of the Agreement as indicated in the Section "Conclusion of an Agreement between Users", without the prior written consent of the Company. This does not affect a User's right to develop their own clientele outside the Platform.

3. CONCLUSION OF AN AGREEMENT BETWEEN USERS

3.1 Process for entering into an Agreement via the Website

A Client can view the Profile of every Jobber who has responded to its Proposal.

Please note that the Client has the choice between the Offers submitted by different Jobbers and that the final choice is up to the Client, it being specified that the Client is free not to select any of the Jobbers that have responded to the Proposal. The Client may select from among the Jobbers who have responded to the Proposal a Jobber to carry out the Job.

A Client and a Jobber enter into an Agreement by:

- (a) In the case of online payment: the selection of the Jobber by the Client via the Platform resulting in the payment of the price for the Job from the Client's Mangopay e-wallet and the receipt of the payment amount by the Jobber; and
- (b) In the case of direct payment: the selection of the Jobber by the Client via the Platform and the payment by the Client of the Company's Fee from the Client's Mangopay e-wallet and the receipt of the Company's Fee by the Company.

The Company will inform the Jobber of its selection by the Client and of the Agreement by a notice on the Jobber's User Account, and by sending an email to the contact email address provided by the Jobber in its User Account.

Once the Agreement has been entered into in accordance with the conditions set forth in this Section, the Company will:

- (a) In the case of online payment: provide the Client with the Jobber's contact information;
- (b) In the case of direct payment: provide to the Jobber and the Client the contact information enabling them to contact each other directly.

Subject to the provisions of Section 9 ('Performance of the Job'), the conclusion of the Agreement shall create an irrevocable obligation: on the one hand, the Client shall pay the Jobber the agreed price for the Job; and, on the other hand, the Jobber shall perform the Job in accordance with the conditions agreed with the Client.

1.2 Content of the Agreement between Users

Please note that the Company is not party to the Agreement concluded between the Users.

Users are free to determine the content of the Agreement they intend to make together and to negotiate the price of the Job.

The Company recommends to the Users to sign a formal agreement specifying in particular:

- (a) The Job, its price, the place of performance, the deadlines and payment terms;
- (b) The rights and obligations of each party as part of the performance of the Job described in the contract;
- (c) Any terms required by mandatory law such as, where the Client is a Consumer, any applicable right to cancel or withdraw from the contract; and
- (d) The law applicable to the contract, in particular in the case of a contract concluded between persons located in different jurisdictions.

The Company recommends that you seek the advice of a qualified professional for the drafting of the contract.

2. **COMPANY'S FEE**

Registration on the Website is free for all Users.

It is only in the event that an Agreement is concluded between Users that a Fee is owed to the Company by the Client.

The Company's Fee is a percentage of the Job price negotiated between the Jobber and the Client.

Thus, the Client shall pay the Company, in consideration of the Service it provides and for each Agreement concluded via the Website with a Jobber, an amount equal to:

- (a) 23% of the total price of the Job which is the subject of an Agreement for IKEA Clients for the "kitchen installation" category;
- (b) 21.5% of the total price of the Job which is the subject of an Agreement where such Job is in the painting or flooring & tiling category; or
- (c) 20% of the total price of the Job which is the subject of an Agreement for all other Jobs,

And all such amounts include VAT.

3. **PERFORMANCE OF THE JOB**

3.1 General principles

Please note that the Company is not a party to any Agreement concluded between the Users, with each such Agreement being an entirely separate contract concluded between a User and a Jobber outside of the scope of these TOU.

The Company shall not have any responsibility whatsoever for any total or partial non-performance of the Job that is the subject of an Agreement concluded between the Users (save where such non-performance is directly attributable to the actions of the Company).

3.2 Carrying out the Job

The Jobber is responsible for performing the Job in accordance with the conditions agreed with the Client in the Agreement.

Once the Job has been performed for the benefit of the Client, the Jobber shall, in the case of a Mangopay payment, inform the Company by entering on its User Account the Code given to it by the Client.

When the Job is carried out during a face-to-face meeting between Users, the Company recommends that the Jobber submit a document to the Client for signature at the end of the Job, in which the Client certifies that the Job has been completed.

3.3 Jobber and Client Rating

Clients can rate a Job that has been completed by filling out the form provided for this purpose in their User Account.

The comments and the rating given to the Jobber will be posted on the Jobber's Profile. An overall average global rating rounded up will also be available on the Jobber's Profile.

Jobbers may also rate their Clients on the Platform.

Users must act fairly and be as objective as possible when submitting reviews of another User. The Company reserves the right to remove any comments in violation of these TOU.

4. PAYMENT OF THE PRICE OF THE JOB AND THE COMPANY'S FEE

Clients have the choice between two methods of payment of the price of the Job when posting a Proposal:

- (a) "Direct payment"; and
- (b) "Online payment."

Consequently, the payment method is chosen by the Client. The Company shall also be paid in accordance with the payment method chosen by the Client.

For both online and direct payment methods, Users must first accept the Terms and Conditions of Use of MANGOPAY (the Company's online payment provider), which are made available on the Website at the time that payment is made and can be found here: https://www.mangopay.com/terms/end-user-terms-and-conditions/Mangopay_Terms-EN.pdf

The Company shall be responsible for creating the Mangopay e-wallets necessary for the successful completion of payments from the Client to the Jobber. The Company reserves the right to create as many electronic portfolios per User as it deems necessary.

The price of the Job is paid by the Client to the Jobber.

The Company's Fee is paid by the Client to the Company.

All prices and fees shown on the Website are inclusive of VAT.

4.2 Direct payment

Under this payment method, Jobbers are paid directly by Clients in accordance with the terms and conditions agreed upon in their Agreement.

Initially, the Client pays the Company's Fee upon its selection of a Jobber via the Client's Mangopay e-wallet with their credit card.

Clients pay the remaining amount to the Jobber directly once the Job has been completed either in cash, check, wire transfer or other.

If the Client fails to pay the balance, the Jobber must inform the Company in accordance with the provisions of Section 12 ("Claim - Dispute between Users").

4.3 Online payment

Principle: Under this payment method, upon selection of the Jobber by the Client, the Client must immediately pay the full price of the Job via the Client's Mangopay e-wallet with their credit card.

Once this payment has been made, the Company will provide the Client with a Code. Once the Job has been completed:

- (a) The Client shall deliver the Code (available on his personal NeedHelp dashboard) to the Jobber;
- (b) The Jobber shall recover this Code from the Client.

In order to be paid, the Jobber shall enter the Code received from the Client in his personal NeedHelp dashboard. Consequently, the price of the Job shall be transferred to the Jobber minus the Company's Fee (which shall be retained by the Company).

4.4 Non-use of the amount intended for the Job

If the amount credited to the e-wallet is not used, the Client shall receive emails notifying him of the possibility to use the services of the selected Jobber for up to six (6) months after the date of the conclusion of the Agreement.

If within six (6) months after the conclusion of the Agreement, the Client's electronic wallet is still credited, and the Client has not cancelled or extended the Agreement and remains unreachable, the Company reserves the right to collect the Company's Fee in respect of such Agreement.

In such circumstances, the amount remaining in the e-wallet following the deduction of the Company's Fee can be paid (in full or in part) to the Jobber if the Jobber should be compensated for the non-performance of the Job (for example, a first trip made, supplies purchased, its schedule disrupted by the order etc.).

4.5 Company's Fees

In consideration for the Services provided to the Jobber, the Company shall receive the Company's Fee, the amount of which is calculated by multiplying the price of the Job agreed with the Client by a percentage, as set out in Section 8 ("Company's Fee").

The Company reserves the right, at its own discretion and under terms and conditions that it shall determine in its sole discretion, to make promotional offers, reduce or cap the Company's Fee.

The Company's Fee may change at any time (provided that this shall not affect the Company's Fee payable in respect of Agreements entered into prior to the effective date of such change). Jobbers shall be informed in advance of the effective date of the new Company's Fee rate.

The modified Company's Fee shall apply to any Proposal for which a Jobber submits an Offer after the effective date of such change.

Jobbers acknowledge and agree that it is their sole responsibility to check the Company's Fee at the time that they submit an Offer.

In the case of:

- (a) Online payment: The Company's Fee is due upon the conclusion of the Agreement between the Users in accordance with Section 7 ("Conclusion of an Agreement between Users"). The Company's Fee is collected at the time the Jobber enters the Code.

Direct payment: The Company's Fee is withdrawn from the Client's e-wallet ten (10) days after the conclusion of the Agreement between the Jobber and the Client.

The Company shall issue invoices for the Company's Fee charged for each Job. The invoices shall be made available to the User in its personal dashboard within their User Account or upon request.

5. TERMINATION OF THE AGREEMENT BETWEEN THE USERS

5.1 General principles

Since the Company is not a party to the Agreement concluded between Users, any termination of an Agreement is a matter solely between the Jobber and the Client.

5.2 Consequences of the termination of the Agreement on the payment of the Company's Fee

Please note that the Company's Fee is due once an Agreement is concluded between Users, regardless of the termination or cancellation of the Agreement, for any reason whatsoever.

6. CLAIM - DISPUTE BETWEEN USERS

Each User agrees to inform the Company, prior to mediation or court proceedings, of any dispute concerning the performance of an Agreement entered into with another User.

The Company provides to Users on its Website an internal system for processing claims, available at the following address: <https://www.needhelp.com/en-gb/satisfait-ou-refait>.

In any event, except in the specific case referred to in the Section 12.3 (“Non-Performance of the Job”), the Company’s Fee shall not be reimbursed.

A Consumer User who has previously attempted to resolve a dispute through the process set out above, has the right to submit a request for an amicable settlement through mediation within a period of not less than one year from the date of the written claim to the Company.

6.1 By mail:

To the Company: 5, Villa Victor Hugo 75116 Paris, France;

To the User: to the mailing address provided by the User to the Company when registering on the Website.

6.2 By e-mail:

To the Company: contact@NeedHelp.com,

To the User: to the e-mail address provided by the User to the Company when registering on the Website.

Regardless of the means of referral used, the request must contain the following information:

- (a) The postal, telephone and electronic contact information of the applicant;
- (b) The name and address of the professional in question;
- (c) A brief statement of the facts; and
- (d) Proof of the prerequisite steps taken with the other User.

6.3 Non-Performance of the Job

In the event that the Job is not completed as a result of the Jobber's failure:

- (a) In case of direct payment:

For the Client: 100% refund (including the Company’s Fee) of the amount paid as a deposit on the e-wallet if the Company was unable to find an alternative solution to complete the Job;

For the Jobber: Nothing.

- (b) In case of online payment:

100% refund (including the Company’s Fee) of the amount paid as a deposit on the e-wallet if the Company was unable to find an alternative solution to complete the Job;

For the Jobber: Nothing.

In the event of a breach by the Client:

(a) In case of direct payment:

For the Client: The Company will withhold the entire amount paid into its e-wallet;

For the Jobber: Nothing

(b) In case of online payment:

For the Client: refund of

- (i) 77% of the total price of the Job which is the subject of an Agreement for IKEA Clients in the kitchen installation category;
- (ii) 78.5% of the total price of the Job which is the subject of an Agreement where such Job is in the painting, tiling or flooring category; or
- (iii) 80% of the total price of the Job which is the subject of an Agreement for all other Jobs.

For the Jobber: Nothing.

1.2 Partial completion or defect in the quality of performance of the Job

In the event of a dispute between a Client and a Jobber, in particular in the event that the Job is only partially completed or that there is a defect in the quality of the result of the Job, Users agree to contact the Company in order to find an amicable solution.

However, the Company cannot be held liable for any dispute in respect of the partial completion or defect in the quality of a Job.

1.3 Failure to pay the price of the Job

Where, in the case of direct payment, the balance of the price of the Job is not paid by the Client within the period agreed with the Jobber, the Jobber shall immediately inform the Company, and the Company will then attempt to bring the Parties together in order to find an amicable solution.

In any event, the Company cannot be held liable in the event of non-payment. In such a case, the Jobber is responsible for taking the necessary steps with regard to the Client in order to obtain payment of the outstanding sums owed for the Job.

If the Client wishes to change the Jobber or a Jobber cancels an Agreement, the Company may find an alternative Jobber to perform such Job and, if the Client agrees to such replacement Jobber, the Client and such replacement Jobber shall enter into an Agreement to perform the relevant Job (and any increase in price over and above that offered by the original Jobber shall be paid directly via the Platform by the Client).

In such circumstances either:

(a) the Client shall pay:

- (i) 23% of the total difference in price of the Job which is the subject of an Agreement for IKEA Clients in the kitchen installation category;
 - (ii) 21.5% of the total difference in price of the Job which is the subject of an Agreement where such Job is in the painting or flooring & Tiling category; or
 - (iii) 20% of the total difference in price of the Job which is the subject of an Agreement for all other Jobs; or

- (b) the Client pays the total of the rate difference with the issue of a new Code.

2. OBLIGATIONS OF USERS

Without affecting the other obligations set forth herein, Users agree to comply with the following obligations:

- (a) When using the Services, Users agree to comply with all applicable laws and regulations in force and not to infringe the rights of third parties or violate public order.

- (b) Users are solely responsible for the proper completion of all applicable formalities, in particular administrative, tax and/or social security formalities in connection with the use of the Services. The Company shall not be held liable in any way for the failure of a User to comply with any such formalities.

The Company reserves the right to request from any User, in the course of its use of the Services, any additional documents and information it deems reasonably necessary, in particular for the purposes of verifying the User's identity. The User shall provide the Company with the documents and information requested without undue delay.

The Company reserves the right to suspend access to the Website for any User who has not provided the requested information, in which case the Company will provide the User with the grounds for its decision to suspend by e-mail before or at the time the suspension takes effect.

Users are solely responsible for their use of the Services and, in particular, for the relations they may establish with other Users on the Website and the information they communicate to them as part of the Services. Users are responsible for exercising the appropriate caution and judgment in these relationships and communications. Users also agree, in their exchanges with other Users and on the public interface dedicated to each Proposal, to respect the usual rules of politeness and courtesy.

It is up to Users, if they deem it necessary, to take out insurance in relation to their use of the Services. In particular, Jobbers: (a) should ensure that they obtain and maintain appropriate insurance in respect of the Services that they provide; and (b) Clients should ensure that Jobbers have such insurance in place prior to commencing a Job.

Users are solely responsible for the use they make of the Website and in particular for the Content that they may publish or communicate via the Website. Each User guarantees the Company that it has all the rights and authorizations necessary for the publication of this Content.

Users shall ensure that Content is lawful, does not violate public order, morality, the rights of third parties, or any laws or regulations and, more generally, shall not be liable to give rise to any civil or criminal liability on the part of the Company.

Therefore, Users shall not publish on the Website and/or the Platform any Content that is not in accordance with these TOU or that:

- (a) is pornographic, obscene, indecent, offensive or unsuitable for a family audience, defamatory, abusive, violent, racist or xenophobic;
- (b) is damaging to the image of a third party;
- (c) is discriminatory, invasive of another's privacy or defamatory;
- (d) is false, misleading or proposes or promotes illegal, fraudulent or misleading activities;
- (e) is harmful to the computer systems of third parties (such as viruses, worms, Trojan horses, etc.); or
- (f) infringes the rights of third parties or is prejudicial to third parties, in any manner and in any form whatsoever.

The Company does not conduct any verification in this regard. However, if the Company finds, as a result of a third party's report, that a User is using the Website for illicit purposes, then it may suspend the User Account in question in accordance with the conditions set out in Section 19 ("Suspension of the User Account") and delete the applicable Content.

The Jobber agrees to perform the Job with care and diligence. The Jobber is solely responsible for the proper performance of the Job.

No User shall contact a Client seeking a Jobber on the Website in order to fulfil a Proposal other than through the Website. Users agree not to provide their contact information to any other User, in particular through the interface dedicated to Proposals. This does not affect the User's right to develop its own clientele outside of the Platform.

Clients agree to offer a reasonable budget for the Job for which they are looking for a Jobber. Clients shall not offer a derisory or unreasonable budget, particularly with regard to the purpose, nature and/or duration of the Job.

Where appropriate, should a User clearly fail to comply with this obligation, the Company reserves the right to suspend the User Account in question in accordance with the conditions set out in Section 19 ("Suspension of the User Account").

In the case of direct payment, the Client agrees to pay the Jobber the agreed price for the performance of the applicable Job, at the latest at the end of the Job.

Users are responsible for backing up any information accessible in their User Account that they wish to save. Users acknowledge and accept not to hold the Company liable for any loss of this information.

2. SUPPORT

2.1 Technical support

In case of technical difficulties when using the Service, a User may contact the Company by e-mail at contact@needhelp.com.

2.2 Administrative and commercial support

For any question concerning the Website, other than technical questions, a User may contact the Company as set out below:

By phone: +44 20 3318 2087

By e-mail: contact@NeedHelp.com

2.3 Communication between Users and the Company

Any notification or communication provided for in these TOU shall be deemed to have been validly delivered, unless otherwise specifically provided herein, if it is addressed to either:

(a) By mail

To the Company: 5, Villa Victor Hugo 75116 Paris, France;

To the User: to the mailing address provided by the User to the Company when registering on the Website.

(b) By e-mail :

To the Company: contact@NeedHelp.com,

To the User: to the e-mail address provided by the User to the Company when registering on the Website.

Users are responsible for providing evidence of any notification or communication sent to the Company and for preserving evidence that such notifications or communications have been sent and the date on which they were sent.

The Company shall mainly use e-mail to notify Users of information concerning their activity on the Website. The Company will ensure the receipt of the email by the recipient User, either by using an email opening tracking technology, or by adding an SMS message informing the User of this email communication, or by having verified the existence of the email address provided by the Client during registration ("email verified" status on its User Profile attesting to the proper receipt of functional emails sent by the Company).

2.4 Maintenance and Service Interruption

The Company reserves the right to interrupt the Service for maintenance purposes. If this is the case, Users will be informed by a notice on the Website.

3. **PERSONAL DATA**

Please note that the Company will only use a User's personal information in accordance with the Company's privacy policy, available here: <https://static.needhelp.fr/doc/GDPR-GB-en-2.pdf>.

4. LIABILITY

4.1 Liability that cannot be limited or excluded

Nothing in these TOU excludes or limits the Company's or any User's liability for:

- (a) death or personal injury caused by negligence;
- (b) fraud or fraudulent misrepresentation; or
- (c) any other liability which may not be limited or excluded under applicable law.

4.2 Liability of the Company

Nothing in this Section 16.2 shall affect the position set out in Section 16.1.

The Company's liability is exclusively limited to the provision of the Services as described herein, to the exclusion of any other services.

The Company does not review the Content posted online by Users as part of the Services. It does not moderate, select, verify or control the Content of any kind, and acts only as a hosting service provider.

Consequently, the Company shall not be held liable for Content posted by third parties, and any claim should be directed first and foremost to the person who posted the Content in question.

The Company acts in its own name and does not enter into any legal transaction in the name or on behalf of Users, who contract directly with each other.

The Company is not a party to any Agreements or other contracts that may be concluded between Users and shall not be liable for any difficulties that may arise during the conclusion or performance of such Agreements or contracts, nor shall it be a party to any disputes that may arise between Users concerning, in particular, the performance of a Job or any other guarantees, declarations or obligations whatsoever to which Users may be bound.

In particular, the Company will not be responsible for the quality of the Job performed by the Jobber.

The Company does not verify the skills of Jobbers that are not tested in practice. The levels of verification that it may confer on a Profile relate exclusively to the identity and contact details of the Jobbers (email and telephone), and for professionals, VAT number and the Disclosure and Barring Service (DBS).

A Jobber must register their business for VAT with HM Revenue and Customs (HMRC) if its VAT taxable turnover is more than £85,000. For any details on how to proceed, you can access more information on <https://www.gov.uk/vat-registration>.

Employers can check your criminal record no matter what role you apply for. This is called a Disclosure and Barring Service (DBS) check.

For certain roles a Client can request a more detailed DBS check, for example if a Jobber will be working with children or in healthcare.

A Jobber's employer can still request a basic check if they cannot get a more detailed check for such Jobber's role.

Users can get more information on <https://www.gov.uk/criminal-record-checks-apply-role> and register for the Update Service [here](#).

The Company may not be held liable for any lack of skills on the part of the Jobber. The verification of identity and / or Status (VAT number, DBS check) does not enable the Company to verify the effective skills of a Jobber. However, the Platform provides its Users with a rating system for Clients and Jobbers. After each job, both parties may rate each other (from 1 to 5 stars) and add a comment on the quality of the services provided or on the compliance of the Job requested by the Client to the Jobber. Users can thus use these ratings to assess the quality of the services previously performed on the Platform by the Jobber, or to assess whether a Client's instructions have been properly followed.

Verification of the identity of Jobbers is carried out as described below: The Jobber must upload a valid identity document in order for its account to be activated and for its offers to be published on the platform. The VAT number of professional Jobbers can potentially be verified through an API provided by a private company.

The Company shall regularly carry out tests in order to verify the operation and availability of the Website. In this respect, the Company reserves the right to temporarily interrupt access to the Website for maintenance purposes. Similarly, the Company shall not be held liable in case the Website and/or the Service is temporarily difficult or impossible to access due to circumstances beyond its control, force majeure, or due to disruptions in the telecommunications networks.

In no event shall the Company be liable to a User for any loss or damage such User suffers under or in connection with any Agreement.

The Company shall not be liable for any loss or damage suffered by any User as a result of such User's negligence whilst using the Platform and/or the Website.

If a User is a Consumer, then save as set out in Section 16.1 above, the following shall apply:

- (a) If the Company fails to comply with these TOU, it is responsible for loss or damage the User suffers that is a foreseeable result of the Company's breach of these TOU or its negligence, but the Company is not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if it is an obvious consequence of the Company's breach or if it was contemplated by the User and the Company at the time these TOU became binding on the User and the Company.
- (b) Nothing in these TOU affects the User's statutory rights. If the User is resident in the UK, advice about their statutory rights is available from their local Citizens' Advice Bureau or Trading Standards Office.
- (c) The Company only supplies the Platform for the User's personal use. The Company shall have no liability to the User for any loss of profit, loss of business, business interruption, or loss of business opportunity.

- (d) The Company's aggregate liability to the User in respect of any loss or damage suffered and arising out of or in connection with these TOU, whether in contract, tort (including negligence) or otherwise shall be limited to a sum equal to the total Company's Fees paid to the Company in respect of Agreements to which the User was a party in the twelve (12) months prior to the event giving rise to liability.

If the User is not a Consumer:

- (a) in no event shall the Company be liable to the User for any loss of profits, loss of revenue, loss of contracts, failure to realise anticipated savings or for any indirect or consequential loss, whether arising from negligence, breach of contract or otherwise;
- (b) the Company's total aggregate liability to the User in respect of any loss or damage suffered and arising out of or in connection with these TOU, whether in contract, tort (including negligence) or otherwise shall be limited to a sum equal to the total Company's Fees paid to the Company in respect of Agreements to which the User was a party in the twelve (12) months prior to the event giving rise to liability.

This Section 16 shall survive termination or expiry of this TOU.

1.2 Responsibility of Users

The User is liable for damages of any kind, whether material or immaterial, direct or indirect, caused to the Company or any third party, as a result of and or any breach of these TOU, by the User.

If the User is a Business User, the User agrees to indemnify and hold the Company harmless against any and all causes of action and claims of any nature whatsoever arising out of or in relation to the User's use of the Website and/or breach of these TOU.

2. **INTELLECTUAL PROPERTY**

All texts, images, photographs, comments, illustrations, trademarks, animated and non- animated images, video sequences, sounds (with the exception of Content provided by Users), as well as all computer applications that could be used to operate the Website, and more generally all elements reproduced or used on the Website are protected by applicable intellectual property laws.

In particular, the Company is the owner of the French trademark "NEEDHELP" registered with INPI under number 4492104, the European trademark "NEEDHELP" registered with EUIPO under number 18325752 and the French trademark "Needhelp.com" registered with INPI under number 4492254 and of regularly registered domain names including "NEEDHELP.COM."

The above elements are the full and entire property of the Company. Any reproduction, representation, use or adaptation, in any form whatsoever, of all or part of these elements, including computer applications, without the prior written consent of the Company, is strictly forbidden.

In addition, the Company is the owner of all rights to the databases created via the Website - as the producer of the said database - which may in particular contain information transmitted by the User.

The User is therefore prohibited from copying, reproducing, distributing all or part of the Website, in any form whatsoever, without the Company's express prior authorization.

Users shall use the Website in accordance with these TOU and applicable law.

Users shall not under any circumstances (and save where permitted by applicable law):

- (a) Damage the Website;
- (b) Distribute, reproduce, adapt, modify, transform, integrate into another site, make publicly accessible in any way whatsoever, all or part of the contents of the Website, protected by the intellectual property rights owned by the Company;
- (c) Upload, publish and/or share inappropriate content on the Services (illegal, offensive to human dignity, of a sexual nature, defamatory, offensive, racist or any other content that may result in the civil or criminal liability of the person who publishes it); or
- (d) Violate the rights of third parties, in particular the personality rights of third parties and the intellectual or industrial property rights of third parties (e.g., copyright, trademark rights, etc.).

Any unauthorized use of the Website may result in legal proceedings and the payment of damages.

3. CONSEQUENCES OF FAILURE TO COMPLY BY A USER

If the User fails to comply with any of the provisions of these TOU, or more generally, violates any laws and regulations, the Company reserves the right to:

- (a) Suspend all or part of the Services in accordance with Section 19 ("Suspension of the User Account");
- (b) Terminate the User's access to the Services in accordance with Section 20 ("Termination of the Contract between the Company and the User");
- (c) Remove any Content related to the breach or infringement in question, in whole or in part;
- (d) Take all appropriate measures and initiate any legal action; and/or
- (e) If necessary, notify the competent authorities, cooperate with them and provide them with all useful information for the investigation and punishment of illegal or unlawful activities.

In all cases, the Company will provide the User with the grounds for its decision to suspend by e-mail before or at the time the suspension takes effect.

4. SUSPENSION OF THE USER ACCOUNT

4.1 Conditions of suspension of the User Account

The Company has the right to suspend access to a User's User Account if the User fails to comply with any of its obligations under these TOU. In such a case, the User's User Account will be suspended until the User has remedied the breach in question.

However, in the event that the nature of the breach is such that this contract between the User and the Company cannot or should not be continued (in the reasonable opinion of the Company), the Company may terminate the contract unilaterally under the conditions set out in Section 20 ("Termination of the contract between the Company and the User").

4.2 Consequences of suspension of the User Account

In case of suspension of the User Account, the User will no longer be able to use the Platform until the breach has been remedied by the User

It is reminded that the suspension of the User Account only suspends the Company's obligations towards the User. Therefore, the User is still required to perform its obligations under these TOU as well as its obligations under any Agreement entered into with another User via the Website.

The Company reserves the right to suspend a User Account if the User fails to comply with any of its obligations under an Agreement, or if the Company has serious reasons to believe that this is necessary to protect the security and integrity of the Company, any User(s) or third parties, or to prevent fraud or circumvention.

The Company will decide, at its sole discretion, to suspend the User's account temporarily (for seven (7) days) or permanently, depending on the seriousness of the breach by the User.

In all cases, the Company will provide the User with the grounds for its decision to suspend by e-mail before or at the time the suspension takes effect.

5. **TERMINATION OF THE CONTRACT BETWEEN THE COMPANY AND THE USER**

5.1 Termination by the User

Users can terminate these TOU with the Company at any time by unsubscribing from the Website and deactivating their User Account. To do this, the User must go to the "modify my profile" section: a checkbox allows Users to select account deactivation.

5.2 Termination by the Company

If a User fails to comply with its obligations under these TOU, the Company may send the User, by e-mail, a formal notice to remedy the situation. If the User has not complied with its obligations within fifteen (15) days from the date of issue of such formal notice, the Company may terminate these TOU by sending a second e-mail.

In all cases, the Company will provide the User with the grounds for its decision to terminate by e-mail before or at the time the suspension takes effect.

In case of termination, the notice shall be sent at least thirty (30) days before it takes effect, unless this period cannot be respected because of legal, regulatory or mandatory obligations under domestic law. The same shall apply in the event that the nature of the obligations not complied with would make it impossible to maintain these TOU.

5.3 Consequences of termination

Users are informed that the termination of these TOU will result in:

- (a) Immediate payment of sums due to the Company; and
- (b) The deletion of the User Account following the performance of Agreements concluded with other Users.

It is reminded that the termination of these TOU has no impact on the performance of any Agreement concluded by the User with other Users who remain required to perform their obligations in accordance with the conditions they have determined.

6. APPLICABLE LAW AND JURISDICTION

These TOU are governed by English law. This means that any dispute or claim arising out of or in connection with these TOU (including non-contractual disputes or claims) will be governed by English law.

A Consumer may bring any dispute which may arise under these TOU to, at the Consumer's discretion (as applicable), either the competent court of England, or to the competent court of the Consumer's country of habitual residence if this country of habitual residence is within the UK, which courts are (with the exclusion of any other court) competent to settle any of such a dispute.

A Consumer will benefit from any mandatory provisions of the law of the country in which they are resident. Nothing in these TOU, including the first paragraph of this Section 21, affects a Consumer's rights to rely on such mandatory provisions of local law.

Any dispute arising out of or in connection with these TOU between the Company and a Business User (whether contractual or non-contractual) shall be subject to the exclusive jurisdiction of the English courts.