

TERMS OF SERVICE

Effective date: 9th February 2021

This Terms of Service (“**Terms**”, “**Terms of Service**”) govern your accessing and use of our web pages located at www.mobilehandyman.ch (“**Service**”, “**Website**”, “**Platform**” “**we**”, “**our**”, “**us**”) owned and operated Mobiler Handwerker CH Ngwana CH-020.1.084.507-2 (“**Company**”, “**Mobile Handyman**”).

Our Privacy Policy also governs your use of our Service and explains how we collect, safeguard and disclose information that results from your use of our web pages. Please read it here <https://www.mobilehandyman.ch/privacy>. Please be aware that internet transmissions are never completely private or secure and that any message or information you send using the Mobile Handyman platform may be read or intercepted by others, even if there is a special notice that a particular transmission is encrypted.

We provide the Services through our Website. By accessing the Services through the Website, immediately and from your very first access of the Services, you unconditionally and irrevocably agree to be bound by these Terms and Conditions, all applicable laws and/or regulations and you agree that you are responsible for this compliance.

Your agreement with us includes these Terms and our Privacy Policy (“**Agreements**”). You acknowledge that you have read and understood Agreements, and agree to be bound by them.

If you do not agree with (or cannot comply with) Agreements, then you may not use the Service. These Terms apply to all visitors, users and others who wish to access or use Service.

We reserve the right to change these Terms and Conditions. These changes are effective immediately upon posting. When changes come into effect, the revised Terms and Conditions shall supersede the previous version of the Terms and Conditions. You are responsible for regularly reviewing these Terms and Conditions.

Thank you for being responsible.

1. ACCEPTANCE

- 1.1. By accessing the Platform, you accept to be bound by these Terms in full and to comply with all applicable laws. Should you disagree with these Terms or any part thereof, you may not access the Platform. As such your continued use of the Web and/or Services shall be deemed as your acceptance of these Terms.

2. USE OF PLATFORM

- 2.1. You may not use the Website to transmit, distribute, store or destroy any material or information (i) in violation of any applicable law or regulation; (ii) in a manner that will infringe the copyright, trademark, trade secret or other intellectual property rights of any third party or violate the privacy or other personal rights of third parties; or (iii) that is defamatory, obscene, threatening, abusive or hateful.
- 2.2. When accessing the Website, you shall be prohibited from:
 - 2.2.1. using any robot, spider, other automatic device or manual process to monitor or copy any part of the Website;

- 2.2.2. using any device, software or the like to interfere or attempt to interfere with the proper functioning of the Website;
- 2.2.3. taking any action that imposes an unreasonable or disproportionately large data load on the Website infrastructure;
- 2.2.4. copying, reproducing, altering, modifying, creating derivative works, or publicly displaying any content from the Website without the our prior written consent;
- 2.2.5. reverse assembling, reverse engineering or otherwise attempting to discover any source code relating to the Website or any tool therein, except to the extent that such activity is expressly permitted by applicable law notwithstanding this limitation; and
- 2.2.6. attempting to access any area of the Website to which access is not authorised.

3. LIMITATION ON USE

- 3.1. The Mobile Handyman platform is provided for personal and commercial use users worldwide. If you choose to access Mobile Handyman platform from locations outside of Switzerland, you are responsible for compliance with any other applicable local laws.
- 3.2. We seek to make the Mobile Handyman platform accessible at all times but do not guarantee that access to Mobile Handyman platform will be uninterrupted or error-free. You agree that you are solely responsible for the means by which you access the Mobile Handyman platform and for any costs and expenses you may incur in relation to your use of the Mobile Handyman platform.
- 3.3. We may prevent or suspend your access to or use of the Mobile Handyman if you do not comply with any part of these Terms of Service, any other terms or policies applicable to use of the Mobile Handyman platform, or any applicable law.

4. ELIGIBILITY

- 4.1. You are at least 16 years of age.
- 4.2. You use the Website and Services according to these Terms and all applicable laws and regulations determined by the state and country of residence.
- 4.3. You agree and understand that we may, at any time, and without prior notice, revoke and/or cancel your access if you fail to meet these criteria or violate any portion of these Terms.

5. GENERAL UNDERTAKING

- 5.1. When you use our Service you accept that you will not:
 - 5.1.1. breach any applicable laws or regulations that apply;
 - 5.1.2. breach any of the Terms;
 - 5.1.3. post or take any threatening, abusive, defamatory, obscene, inappropriate action or post any indecent material, or material or action that is invasive of another’s privacy (including but not limited to other User and our employees);
 - 5.1.4. share or otherwise upload or communicate any misleading or false information or messages of any kind;
 - 5.1.5. use our Service to intentionally deceive other Users;
 - 5.1.6. use our Service to stalk or otherwise harass another User;
 - 5.1.7. use our Service if we have suspended or banned you from using it.
 - 5.1.8. infringe the Intellectual Property Rights of any third-party;

- 5.1.9. distribute any viruses or any other technologies that may harm our Service or its Users
- 5.1.10. interfere with the property working of our Service
- 5.1.11. copy, modify, or distribute any other person's Content without their consent use any robot, spider, scraper or other automated means to access our Service and/or collect Content or data for any purpose;
- 5.1.12. collect information about other Users, including email addresses, postal addresses, phone numbers, credit card or banking information or similar information without their explicit consent;
- 5.1.13. copy, modify or distribute rights or Content or collect data from our Service, applications or tools or otherwise infringe our or User's Intellectual Property Rights;
- 5.1.14. bypass, disable or attempt to disable any security measures used in connection with our Service;
- 5.1.15. collect any data (including personal data) from our Service other than in accordance with these Terms and applicable laws;
- 5.1.16. sell any counterfeit Items or otherwise infringe the copyright, trademark or other rights of third parties;
- 5.1.17. write and post reviews that are anything other than true and accurate to the best of your knowledge; or
- 5.1.18. impersonate any person or misrepresent your affiliation with a person or entity.

6. COMMUNICATIONS

- 6.1. You agree to subscribe to newsletters, marketing or promotional materials and other information we may send.
- 6.2. You may opt out of receiving any, or all, of these communications from us by following the unsubscribe link or by emailing contract@mobilehandyman.ch or by phone: +41 43 550 75 88.

7. ACCESS AND USE

- 7.1. You must only use the Service in accordance with these Terms and any applicable law.
- 7.2. You must not (or attempt to):
 - 7.2.1. Interfere with or disrupt the Service or the server or networks that host the Site;
 - 7.2.2. Use data mining, robots, screen scraping or similar data gathering and extraction tools on the Site; or
 - 7.2.3. Interfere with security-related or other features of the Service.
- 7.3. We do not warrant that the Service will be available at all times and without disruption and we provide no warranties in relation to the content of any other website linked to or from our Service.
- 7.4. You must not link to our Service or any part of our Service in a way that damages or takes advantage of our reputation, including but not limited to:
 - 7.4.1. In a way to suggest or imply that you have any kind of association and affiliation with us, or approval and endorsement from us when there is none; or
 - 7.4.2. In a way that is illegal or unfair.

8. PROHIBITED USES

- 8.1. You may use Service only for lawful purposes and in accordance with Terms.
- 8.2. You agree not to use Service:

- 8.2.1. In any way that violates any applicable national or international law or regulation.
- 8.2.2. For the purpose of exploiting, harming, or attempting to exploit or harm minors in any way by exposing them to inappropriate content or otherwise.
- 8.2.3. To transmit, or procure the sending of, any advertising or promotional material, including any "junk mail", "chain letter," "spam," or any other similar solicitation.
- 8.2.4. To impersonate or attempt to impersonate us, our employee, another user, or any other person or entity.
- 8.2.5. In any way that infringes upon the rights of others, or in any way is illegal, threatening, fraudulent, or harmful, or in connection with any unlawful, illegal, fraudulent, or harmful purpose or activity.
- 8.2.6. To engage in any other conduct that restricts or inhibits anyone's use or enjoyment of Service, or which, as determined by us, may harm or offend the us or users of Service or expose them to liability.

8.3. Additionally, you agree not to:

- 8.3.1. Use Service in any manner that could disable, overburden, damage, or impair Service or interfere with any other party's use of Service, including their ability to engage in real time activities through Service.
- 8.3.2. Use any robot, spider, or other automatic device, process, or means to access Service for any purpose, including monitoring or copying any of the material on Service.
- 8.3.3. Use any manual process to monitor or copy any of the material on Service or for any other unauthorized purpose without our prior written consent.
- 8.3.4. Use any device, software, or routine that interferes with the proper working of Service.
- 8.3.5. Introduce any viruses, trojan horses, worms, logic bombs, or other material which is malicious or technologically harmful.
- 8.3.6. Attempt to gain unauthorized access to, interfere with, damage, or disrupt any parts of Service, the server on which Service is stored, or any server, computer, or database connected to Service.
- 8.3.7. Attack Service via a denial-of-service attack or a distributed denial-of-service attack.
- 8.3.8. Take any action that may damage or falsify our rating.
- 8.3.9. Otherwise attempt to interfere with the proper working of Service.

9. SAFETY

- 9.1. User will not (nor assist others to) violate any applicable law, contract, intellectual property, or other third-party right, and User is solely responsible for its conduct while using our Services.
- 9.2. User must not directly, indirectly, or through automated or other means:
 - 9.2.1.1. engage in any harassing, threatening, intimidating, predatory, or stalking conduct;
 - 9.2.1.2. impersonate or register on behalf of any person or entity or otherwise misrepresent your affiliation with a person or entity, perpetrate fraud, or publish falsehoods or misleading statements;

- 9.2.1.3. collect information of or about other users in any impermissible or unauthorized manner;
- 9.2.1.4. use our Services other than for their intended purpose or interfere with, disrupt, negatively affect, or inhibit other users;
- 9.2.1.5. damage, disable, overburden, or impair our Services;
- 9.2.1.6. send, distribute, or post spam, unsolicited electronic communications, chain letters, pyramid schemes, or illegal or impermissible communications;
- 9.2.1.7. post, upload, or share any content which is unlawful, libelous, defamatory, obscene, pornographic, indecent, lewd, suggestive, harassing, threatening, invasive of privacy or publicity rights, abusive, inflammatory, fraudulent, or is in our sole judgment objectionable;
- 9.2.1.8. encourage or provide instructions for a criminal offense;
- 9.2.1.9. distribute any viruses, corrupted data, or other harmful, disruptive, or destructive files or content;
- 9.2.1.10. bypass, ignore, or circumvent instructions in our robots.txt file or any measures we employ to prevent or limit access to any part of our Services, including content-filtering techniques; or
- 9.2.1.11. expose us or others to any type of harm or liability.

10. ACCOUNTS

- 10.1. When you create an account with us, you guarantee that you are above the age of 16, and that the information you provide us is accurate, complete, and current at all times.
- 10.2. Inaccurate, incomplete, or obsolete information may result in the immediate termination of your account on Service.
- 10.3. You are responsible for maintaining the confidentiality of your account and password, including but not limited to the restriction of access to your computer and/or account.
- 10.4. You agree to accept responsibility for any and all activities or actions that occur under your account and/or password, whether your password is with our Service or a third-party service.
- 10.5. You must notify us immediately upon becoming aware of any breach of security or unauthorized use of your account.
- 10.6. You may not use as a username the name of another person or entity or that is not lawfully available for use, a name or trademark that is subject to any rights of another person or entity other than you, without appropriate authorization.
- 10.7. You may not use as a username any name that is offensive, vulgar or obscene.
- 10.8. We reserve the right to refuse service, terminate accounts, remove or edit content, or cancel orders in our sole discretion.

11. REGISTRATION, LOGIN CREDENTIALS AND SECURITY

- 11.1. In order to be able to make use of and access the Services and Platform, you shall register on the Platform by providing Company with all required information which includes but is not limited to your

full name, business name, address and contact information.

- 11.2. You agree to (i) provide true, accurate, current and complete information about yourself as prompted by the sign-up process; and (ii) maintain and promptly update the information provided during registration to keep it true, accurate, current, and complete.
- 11.3. Each account can be accessed by its/his/her holder via the Website (“Account”).
- 11.4. If you provide any information to Company that is untrue, inaccurate, outdated or incomplete, or if we have reasonable grounds to suspect that such information is untrue, inaccurate, outdated or incomplete, we may terminate your Account with us and refuse current or future use of any or all of the Services.
- 11.5. When registering an Account as a customer, you may provide Company with your choice of account password and username (“Login Credentials”).
- 11.6. You hereby:
 - 11.6.1. acknowledge and agree that you are solely responsible for maintaining the confidentiality of your Login Credentials and for any and all activities that occur under your account;
 - 11.6.2. agree to notify Company immediately of any unauthorized use of your account or of any other breach of security. Company shall not be liable for any loss that you may incur as a result of any third party using your Login Credentials or Account, either with or without your knowledge. However, you may be held liable for losses incurred by Company as a result of a third party using your Account or Login Credentials.
 - 11.6.3. acknowledge and agree that you may not use anyone else’s Account at any time, without the express permission of such account holder.

12. ACCOUNT TERMINATION

- 12.1. We may terminate or suspend your account and access to Service immediately, without prior notice or liability, under our sole discretion, for any reason whatsoever and without limitation, including but not limited to a breach of Terms.
- 12.2. If you wish to terminate your account, you may simply discontinue using Service.
- 12.3. All provisions of Terms which by their nature should survive termination shall survive termination, including, without limitation, warranty disclaimers, indemnity and limitations of liability.
- 12.4. You may terminate this Agreement with Mobile Handyman and close your Account at any time, following settlement of any pending transactions.
- 12.5. Notwithstanding any other provision of this Agreement, User acknowledges and agrees that Mobile Handyman has the right to immediately terminate the User Account, and terminate access to the Service in the following cases:
 - 12.5.1. there is any suspect or the fact of violation of this Agreement, Privacy Policy, or any applicable laws and regulations;
 - 12.5.2. this User Account and activities of User became the subject to a criminal investigation or other pending administrative proceeding or litigation;
 - 12.5.3. Mobile Handyman detected unusual and suspicious activity in the User Account;
 - 12.5.4. in case of unauthorized access to the User Account;
- 12.6. Mobile Handyman was required to do so by a court order or the order of regulatory/government authority.

13. YOUR CONDUCT

- 13.1. By using the Mobile Handyman platform, you agree not to upload, post, e-mail or otherwise send or transmit any material that contains viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment associated with the Mobile Handyman platform.
- 13.2. You also agree not to interfere with the servers or networks connected to the Mobile Handyman or to violate any of the procedures, policies or regulations of networks connected to the Mobile Handyman platform, the terms of which are incorporated herein.
- 13.3. You also agree not to: (1) impersonate any other person while using the Mobile Handyman platform; (2) conduct yourself in a vulgar, offensive, harassing or objectionable manner while using the Mobile Handyman platform; or (3) use the Mobile Handyman platform for any unlawful or improper purpose.

14. CHARGES

- 14.1. Mobile Handyman currently provides the Mobile Handyman platform to you free of charge when viewing the site and/or requesting a quotation.
- 14.2. However, when you use the Mobile Handyman, you may be subject to charges imposed by your wireless or other applicable carrier. Payment of such charges is solely your responsibility.
- 14.3. The Mobile Handyman platform may not be accessible in some foreign countries, this will depend on the Mobile Handyman platform being supported by the foreign network. You should check with the local carrier whether you will be required to pay additional charges for such access. The ability to access the Mobile Handyman platform may be restricted or impaired when on a roaming network abroad.

15. QUOTATION

- 15.1. The Mobile Handyman platform enables you to request a quote, which is necessary to access certain features and functions. You are responsible for ensuring the information you provide when requesting a quote is accurate and for keeping such information up to date.
- 15.2. You must keep your information, including your e-mail address, contact details and address, confidential at all times and should not permit third parties gain access to such information. You are responsible for all use and information provided on the Mobile Handyman platform.
- 15.3. In circumstances where a client has accepted a quote from Mobile Handyman, and the client thereafter withdraw contract with Mobile Handyman, the client will be obligated to pay at least 50 (fifty) percent of the quotation value. This is especially in case where there is no force majeure making the intervention impossible to be completed.
- 15.4. All quality checks will have to be made and mistakes corrected before the intervention is deemed complete. It is the responsibility of the client to check and ensure that the task has been carried out as desired or as technically possible.
- 15.5. We do not provide any free services; all our services are to be paid for by the client or the representative of the client as agreed in the quote or as agreed before the intervention.
- 15.6. We deliver quality services through our inhouse staff and using our partners. Some of our people are certified technicians and others are not. Unless prescribed by the law that a task must be delivered by a certified technician, we focus more on using highly experienced

and competent technicians some of which are certified and others are not.

- 15.7. We provide a 12 month guarantee on services delivered by use. This means that in case there is a technical breakdown after we deliver a service, you are required to submit a form explaining the situation and provide us detailed information such as pictures and videos. If after analyses, we discover that the fault was ours, we will do the necessary repairs to salvage the situation.
- 15.8. Kindly note that this guarantee does not cover the materials used. The materials used are covered by the manufacturer's warranty or guarantee and their terms and conditions.
- 15.9. An intervention is considered ongoing till the completed task is handed over to the client.
- 15.10. Invoices to private clients are due 24 hours after the delivery of services. Please do inform us in advance if you would like to have other payment terms.
- 15.11. We send out 3 payment reminders for unpaid invoices. If the invoice is still unpaid after the 3rd reminder, the outstanding amount will be transferred to our debt collection partners for debt collection procedures
- 15.12. Our invoices to corporate clients are due 30 days after completion of services. We can always arrange other payment terms depending on the corporate client and the type of service delivery contract.
- 15.13. For every new corporate client, 50% down payment will be paid for every accepted quote if the total value of the quote is above 2.000- CHF. This can be negotiated in advance if the client desires.
- 15.14. If a client accepts a quote and we buy the necessary materials as instructed by the client, and these materials are not used for one reason or another, the client will have to pay for these materials.
- 15.15. For hourly rate quotes, our minimum number of hours charged is 1 hour
- 15.16. Transportation costs vary from client to client and address to address.
- 15.17. After every intervention, we always take pictures of the services delivered. These pictures are used only for administrative purposes and for marketing.
- 15.18. In addition, thereto, the client is obliged to provide all necessary information and feedback in order to enable Mobile Handyman's technicians to deliver the required services, failure to do so, may result in Mobile Handyman cancelling their services and claiming the quoted amount, either in part of full.
- 15.19. An intervention report will be signed at the end of every service delivery. This intervention form confirms that the service has been properly completed and the client will pay the invoice. If this is not practical, the client should verbally agree with the technician that the job has been completed.

16. PURCHASES

- 16.1. If you wish to purchase any product or service made available through Service ("Purchase"), you may be asked to supply certain information relevant to your Purchase including, without limitation, your credit card number, the expiration date of your credit card, your billing address, and your shipping information.
- 16.2. You represent and warrant that: (i) you have the legal right to use any credit card(s) or other payment method(s) in connection with any Purchase; and that (ii) the information you supply to us is true, correct and complete.
- 16.3. We may employ the use of third party services for the purpose of facilitating payment and the completion of Purchases. By submitting your information, you grant

- us the right to provide the information to these third parties subject to our Privacy Policy.
- 16.4. We reserve the right to refuse or cancel your order at any time for reasons including but not limited to: product or service availability, errors in the description or price of the product or service, error in your order or other reasons.
- 17. SUBSCRIPTION**
- 17.1. Some parts of Service are billed on a subscription basis (“Subscription(s)”). You will be billed in advance on a recurring and periodic basis (“Billing Cycle”). Billing cycles are set on a monthly or yearly basis, when purchasing a Subscription.
- 17.2. At the end of each Billing Cycle, your subscription will automatically renew under the exact same conditions unless you cancel it or Mobile Handyman cancels it.
- 17.3. You may cancel your Subscription renewal either through your online account management page or by contacting Mobile Handyman customer support team.
- 17.4. A valid payment method, including credit card is required to process the payment for your subscription. You shall provide Mobile Handyman with accurate and complete billing information including full name, address, zip code, telephone number, and a valid payment method information. By submitting such payment information, you automatically authorize Mobile Handyman to charge all Subscriptions fees incurred through your account to any such payment instruments.
- 17.5. Should automatic billing fail to occur for any reason, Mobile Handyman will issues an electronic invoice indication that you must proceed manually, within a certain deadline date, with the full payment corresponding to the billing period as indicated on the invoice.
- 18. FEE CHANGES**
- 18.1. Mobile Handyman, in its sole discretion and at any time, may modify Service fees.
- 18.2. Any Service fee change will become effective at the end of the then-current Billing Cycle.
- 18.3. Mobile Handyman will provide you with a reasonable prior notice of any change in Service fees.
- 19. CONTEST, SWEEPSTAKES, PROMOTIONS**
- 19.1. Any contests, sweepstakes or other promotions (collectively, “Promotions”) made available through Service may be governed by rules that are separate from these Terms of Service.
- 19.2. If you participate in any Promotions, please review the applicable rules as well as our Privacy Policy.
- 19.3. If the rules for a Promotion conflict with these Terms of Service, Promotion rules will apply.
- 20. CONTENT**
- 20.1. Content found on or through this Service are the property of Mobile Handyman or used with permission. You may not distribute, modify, transmit, reuse, download, repost, copy, or use said Content, whether in whole or in part, for commercial purposes or for personal gain, without express advance written permission from us.
- 21. INTELLECTUAL PROPERTY**
- 21.1. Service and its original content (excluding Content provided by users), features and functionality are and will remain the exclusive property of Mobile Handyman and its licensors.
- 21.2. Service is protected by copyright, trademark, and other laws of Switzerland.
- 21.3. Our trademarks and trade dress may not be used in connection with any product or service without the prior written consent of Mobile Handyman.
- 21.4. All code, text, software, scripts, graphics, files, photos, images, logos, and materials contained on this website, our applications, or within the services, are the sole property of Mobile Handyman.
- 21.5. Unauthorized use of any materials contained on this Website, our applications or within the Service may violate copyright laws, trademark laws, the laws of privacy and publicity, and/or other regulations and statutes. If you believe that any of the materials infringe on any third party’s rights, please contact Mobile Handyman immediately at: contract@mobilehandyman.ch.
- 21.6. All content, trademarks, data, information or information contained in any materials, or documents used in relation to the Company and the Services, including but not limited to any and all copyrighted works, software, databases, text, graphics, icons, designs, logos, graphics, hyperlinks, domain names, information and agreements (“Content”), are the exclusive property of or are licensed to the Company.
- 21.7. You may not reproduce, distribute or copy the Content by any means, whether electronically or not, without the Company’s prior written permission.
- 21.8. Any and all intellectual property rights in the Content, Services and the Company or otherwise developed by or on behalf of the Company, including all patents, rights in inventions, rights in designs, trademarks, trade and business names and all associated goodwill, rights to sue for passing off or for unlawful competition, copyright, moral rights and related rights, rights in databases, topography rights, domain names, rights in information (including know how and trade secrets) and all other similar or equivalent rights existing in the Content, Services and the Company or otherwise developed by or on behalf of the Company, now or in the future in any part of the world, in each case whether registered or unregistered and including all applications for, and renewals or extensions of, such rights for their full term (“Intellectual Property”), vests in the Company, its licensors or suppliers, as the case may be, and all rights not expressly granted by the Company to you are reserved by the Company.
- 21.9. Save as expressly set out herein and in the Contracts, you shall not acquire any right, title or interest in the Company’s Intellectual Property.
- 21.10. You may not use the Company’s Intellectual Property in a manner which may (i) place the Company’s Intellectual Property at risk of losing value, and (ii) cause reputational damage to the Company.
- 22. ERROR REPORTING AND FEEDBACK**
- 22.1. You may provide us either directly at contract@mobilehandyman.ch or via third party sites and tools with information and feedback concerning errors, suggestions for improvements, ideas, problems, complaints, and other matters related to our Service (“Feedback”).
- 22.2. You acknowledge and agree that: (i) you shall not retain, acquire or assert any intellectual property right or other right, title or interest in or to the Feedback; (ii) the Company may have development ideas similar to the Feedback; (iii) Feedback does not contain confidential information or proprietary information from you or any third party; and (iv) the Company is

not under any obligation of confidentiality with respect to the Feedback.

- 22.3. In the event the transfer of the ownership to the Feedback is not possible due to applicable mandatory laws, you grant the Company and its affiliates an exclusive, transferable, irrevocable, free-of-charge, sub-licensable, unlimited and perpetual right to use (including copy, modify, create derivative works, publish, distribute and commercialize) Feedback in any manner and for any purpose.
- 22.4. We shall not be liable for any typo or any information being incorrect in this Agreement, in case you have discovered such type or mistake in wording of this Agreement you may inform us about such mistake directly at contract@mobilehandyman.ch.

23. LINKS TO OTHER WEB SITES

- 23.1. Our Service may contain links to third party web sites or services that are not owned or controlled by Mobile Handyman.
- 23.2. Mobile Handyman has no control over, and assumes no responsibility for the content, privacy policies, or practices of any third party web sites or services. We do not warrant the offerings of any of these entities/individuals or their websites.
- 23.3. YOU ACKNOWLEDGE AND AGREE THAT WE SHALL NOT BE RESPONSIBLE OR LIABLE, DIRECTLY OR INDIRECTLY, FOR ANY DAMAGE OR LOSS CAUSED OR ALLEGED TO BE CAUSED BY OR IN CONNECTION WITH USE OF OR RELIANCE ON ANY SUCH CONTENT, GOODS OR SERVICES AVAILABLE ON OR THROUGH ANY SUCH THIRD PARTY WEB SITES OR SERVICES.
- 23.4. WE STRONGLY ADVISE YOU TO READ THE TERMS OF SERVICE AND PRIVACY POLICIES OF ANY THIRD PARTY WEB SITES OR SERVICES THAT YOU VISIT.

24. DISCLAIMER OF WARRANTY

- 24.1. THESE SERVICES ARE PROVIDED BY THE COMPANY ON AN "AS IS" AND "AS AVAILABLE" BASIS. THE COMPANY MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE OPERATION OF THEIR SERVICES, OR THE INFORMATION, CONTENT OR MATERIALS INCLUDED THEREIN. YOU EXPRESSLY AGREE THAT YOUR USE OF THESE SERVICES, THEIR CONTENT, AND ANY SERVICES OR ITEMS OBTAINED FROM US IS AT YOUR SOLE RISK.
- 24.2. MOBILE HANDY PROVIDES THE PLATFORM "AS IS" AND WITHOUT ANY WARRANTY OR CONDITION, WHETHER EXPRESS, IMPLIED OR STATUTORY. MOBILE HANDYMAN SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. MOBILE HANDYMAN ASSUMES NO LIABILITY OR RESPONSIBILITY FOR ANY ERRORS OR OMISSIONS IN THE PLATFORM; ANY FAILURES, DELAYS OR INTERRUPTIONS IN THE PLATFORM; ANY LOSSES OR DAMAGES ARISING, FROM THE USE OF THE USE OF THE PLATFORM, INCLUDING, WITHOUT LIMITATION, ANY DAMAGE TO YOUR HOUSEHOLD/OFFICE/BUILDING, FURNITURE ETC; OR ANY CONDUCT BY USERS OF THE PLATFORM. WE RESERVE THE RIGHT TO DELIVER, ALTER, SUSPEND OR

RESTRICT THE PLATFORM IN OUR SOLE AND ABSOLUTE DISCRETION.

- 24.3. NEITHER THE COMPANY NOR ANY PERSON ASSOCIATED WITH THE COMPANY MAKES ANY WARRANTY OR REPRESENTATION WITH RESPECT TO THE COMPLETENESS, SECURITY, RELIABILITY, QUALITY, ACCURACY, OR AVAILABILITY OF THE SERVICES. WITHOUT LIMITING THE FOREGOING, NEITHER THE COMPANY NOR ANYONE ASSOCIATED WITH THE COMPANY REPRESENTS OR WARRANTS THAT THE SERVICES, THEIR CONTENT, OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE SERVICES WILL BE ACCURATE, RELIABLE, ERROR-FREE, OR UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED, THAT THE SERVICES OR THE SERVER THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS OR THAT THE SERVICES OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE SERVICES WILL OTHERWISE MEET YOUR NEEDS OR EXPECTATIONS.
- 24.4. THE COMPANY HEREBY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR PARTICULAR PURPOSE.
- 24.5. THE FOREGOING DOES NOT AFFECT ANY WARRANTIES WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

25. LIMITATION OF LIABILITY

- 25.1. EXCEPT AS PROHIBITED BY LAW, YOU WILL HOLD US AND OUR OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS HARMLESS FOR ANY INDIRECT, PUNITIVE, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGE, HOWEVER IT ARISES (INCLUDING ATTORNEYS' FEES AND ALL RELATED COSTS AND EXPENSES OF LITIGATION AND ARBITRATION, OR AT TRIAL OR ON APPEAL, IF ANY, WHETHER OR NOT LITIGATION OR ARBITRATION IS INSTITUTED), WHETHER IN AN ACTION OF CONTRACT, NEGLIGENCE, OR OTHER TORTIOUS ACTION, OR ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, INCLUDING WITHOUT LIMITATION ANY CLAIM FOR PERSONAL INJURY OR PROPERTY DAMAGE, ARISING FROM THIS AGREEMENT AND ANY VIOLATION BY YOU OF ANY LAWS, STATUTES, RULES, OR REGULATIONS, EVEN IF THE COMPANY HAS BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. EXCEPT AS PROHIBITED BY LAW, IF THERE IS LIABILITY FOUND ON THE PART OF THE COMPANY, IT WILL BE LIMITED TO THE AMOUNT PAID FOR THE PRODUCTS AND/OR SERVICES, AND UNDER NO CIRCUMSTANCES WILL THERE BE CONSEQUENTIAL OR PUNITIVE DAMAGES.

26. TERMINATION

- 26.1. We may terminate or suspend your account and bar access to Service immediately, without prior notice or liability, under our sole discretion, for any reason

whatsoever and without limitation, including but not limited to a breach of Terms.

- 26.2. If you wish to terminate your account, you may simply discontinue using Service.
- 26.3. All provisions of Terms which by their nature should survive termination shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity and limitations of liability.

27. FORCE MAJEURE

- 27.1. A force majeure event means any event beyond a Party's reasonable control that, by its nature, could not have been foreseen or, if it could have been foreseen, was unavoidable, including strikes, lock-outs or other industrial disputes (whether involving its own workforce or a third party's), acts of God, war, riot, embargoes, acts of civil or military authorities, acts of terrorism or sabotage, shortage of supply or delay in delivery by our vendors, fire, flood, earthquake, accident, radiation, inability to secure transportation, failure of communications or energy sources, malicious damage, breakdown of plant or machinery, or default of suppliers or sub-contractors.
- 27.2. Neither Party is liable for delays or failures to perform any of its obligations under these Terms to the extent caused by a force majeure event.

28. GOVERNING LAW

- 28.1. These Terms shall be governed and construed in accordance with the laws of Switzerland without regard to its conflict of law provisions.
- 28.2. Our failure to enforce any right or provision of these Terms will not be considered a waiver of those rights.
- 28.3. If any provision of these Terms is held to be invalid or unenforceable by a court, the remaining provisions of these Terms will remain in effect.
- 28.4. These Terms constitute the entire agreement between us regarding our Service and supersede and replace any prior agreements we might have had between us regarding Service.
- 28.5. Each party irrevocably agrees that the courts of Switzerland shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).
- 28.6. Notwithstanding the specified agreement on jurisdiction, you and the Company shall, if any dispute arises, attempt to settle it by mutual negotiations.

29. CHANGES TO SERVICE

- 29.1. We reserve the right to withdraw or amend our Service, and any service or material we provide via Service, in our sole discretion without notice.
- 29.2. We will not be liable if for any reason all or any part of Service is unavailable at any time or for any period.
- 29.3. From time to time, we may restrict access to some parts of Service, or the entire Service, to users, including registered users.

30. AMENDMENTS TO TERMS

- 30.1. We may amend Terms at any time by posting the amended terms on this site. It is your responsibility to review these Terms periodically.
- 30.2. Your continued use of the Platform following the posting of revised Terms means that you accept and agree to the changes.

- 30.3. You are expected to check this page frequently so you are aware of any changes, as they are binding on you.
- 30.4. By continuing to access or use our Service after any revisions become effective, you agree to be bound by the revised terms.
- 30.5. If you do not agree to the new terms, you are no longer authorized to use Service.

31. INDEMNITY

- 31.1. You agree to indemnify, defend and hold harmless us and our related entities, affiliates, and our and their respective officers, agents, and employees, harmless from and against any and all claims demands (actual, special and consequential) of every kind and nature, known and unknown, including reasonable legal fees, made by any third party due to or arising out of your breach of these terms or your breach of any law or the right of third party.

32. WAIVER AND SEVERABILITY

- 32.1. No waiver by the Company of any term or condition set forth in Terms shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure of the Company to assert a right or provision under Terms shall not constitute a waiver of such right or provision.
- 32.2. If any provision of Terms is held by a court or other tribunal of competent jurisdiction to be invalid, illegal or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of Terms will continue in full force and effect.

33. ACKNOWLEDGEMENT

- 33.1. BY USING SERVICE OR OTHER SERVICES PROVIDED BY US, YOU ACKNOWLEDGE THAT YOU HAVE READ THESE TERMS OF SERVICE AND AGREE TO BE BOUND BY THEM.
- 33.2. **In order to reduce confusion or mistakes in translation of this Agreement, the English version of this Agreement prevails the other language of this Agreement.**

34. CONTACT US

- 34.1. For more information about our Term and Conditions, if you have questions, or if you would like to make a complaint, please send your feedback, comments, requests for technical support: by email: contract@mobilehandyman.ch or by phone: +41 43 550 75 88