

## CHOREZEE TERMS AND CONDITIONS ("Terms")

### 1. INFORMATION ABOUT US

1.1. chorezee.com is an online platform which includes both website and app ("**Platform**") operated by Chorezee Limited ("**we**", "**us**", "**our**" or "**Chorezee**") a company registered in England and Wales with company number 11100766, whose registered office is at Unit 1 Rowan Court, 56 High Street Wimbledon, London, England, SW19 5EE.

1.2 Through our Chorezee platform, we provide a way for you to connect and communicate your orders ("**Orders**") for services ("**Services**") to individuals or businesses ("**Service Provider**") displayed on the Platform. The legal contract for the supply and purchase of Services is between you and the Service Provider that you place your Order with and we will conclude the sale of Services on behalf of, and agent for, the Service Provider in all cases.

### 2. PLATFORM ACCESS AND TERMS

2.1. Access to some areas of our Platform is permitted without placing an Order or registering your details.

2.2. By using our Platform, you confirm that you accept these Terms and that you agree to comply with them. If you do not agree to these Terms, you must not use our site, and you should leave the Platform immediately.

2.3 From time to time, we may revise these Terms. You should check our Platform regularly to review the current Terms as they are binding on you, and you should always check the Terms before placing an order. When you place an Order through our Platform you will be subject to the terms and conditions and policies in force at the time of the Order.

2.4. It is your responsibility for making all arrangements necessary for you to have access to the Platform. You are also responsible for ensuring that all persons who access the Platform through your internet connection are aware of these Terms and that they comply with them.

### 3. YOUR STATUS

By placing an Order through the Platform, you warrant that you are at least 18 years of age and possess the legal authority to use the Platform in accordance with these Terms.

### 4. PLACING AN ORDER AND PROCESSING

4.1. Once you have selected the Services you wish to order from the menu of your chosen Service Provider and have provided the required information, you will be given the opportunity to submit your Order by clicking or selecting the "proceed" or similar button. You need to check all the information that you enter and correct any errors before clicking or selecting this button; once you do so you will be entering into a contract with the Service Provider and any errors cannot then be corrected (subject to paragraph 4.2. below).

4.2. If your payment for the Order is not authorised, your Order will not be processed or communicated to the relevant Service Provider.

4.4. On receipt of your Order and payment, we will send it to the relevant Service Provider and will notify you by email that your Order has been received and is being processed. The sale is concluded when the relevant Service Provider accepts your Order and at that point we will send you an email on behalf of the Service Provider thanking you for your order and confirming that it has been accepted by the Service Provider.

4.5. Please note that any confirmation page that you may see on the Platform and any Order confirmation e-mail that you may receive each confirm that you have a contract for the sale of Services with a Service Provider but does not necessarily mean that your Order will be fulfilled

by such Service Provider. Whilst we encourage all our Service Provider to accept all Orders, we will notify you (generally by email) as soon as reasonably practicable if a Service Provider rejects your Order. Please do be aware that Service Provider have the ability to reject Orders at any time because they are too busy or for any other reason. In doing so, Service Provider will be in breach of their agreement with you and any payment made in respect of the order will be returned to you in accordance with paragraph 5.4 below.

4.6. Whilst the Service Provider will endeavour to complete each Service within the quoted timeframe, any times quoted by Service Providers are only estimates.

## 5. PRICE AND PAYMENT

5.1. Prices quoted on our Platform include applicable taxes but may exclude any administration or service charge imposed by the Service Provider. These will be added to the total amount due as applicable.

5.2. Whilst we will endeavour to ensure that all prices are accurate, this may not always be possible. If the correct price for an Order is higher than the price stated on the Platform, we will normally contact you before the relevant Order is fulfilled. In such an event, neither we nor the Service Provider is under any obligation to ensure that the Service is provided to you at the incorrect lower price or to compensate you in respect of incorrect pricing.

5.3. Payment for Orders can only be made through the Platform by an accepted credit or debit card.

5.4. Payment is made directly to us acting as agent on behalf of the Service Provider only. We are authorised by the Service Provider to accept payment on their behalf and payment of the price of any Order to us will discharge your obligations to pay such price to the Service Provider.

5.5 Once you have submitted an Order and your payment has been authorised, your bank or card issuer will "ring-fence" the full amount of your Order. If your Order is subsequently rejected by the Service Provider or cancelled for any other reason, your bank or card issuer will not transfer the funds for the Order to us, and will instead release the relevant amount back into your available balance. Please be aware this may take between 3 to 5 working days (or longer, depending on your bank or card issuer). You acknowledge and agree that neither we nor the relevant Service Provider will be responsible or liable to you in relation to this delay by your bank or card issuer.

## 6. CANCELLATION

6.1 You may cancel your Order at any time, but the following charges will apply depending on how soon to the Order fulfilment date you cancel, as shown below:

6.1.1 where you cancel the Order at least two days (more than 48 hours) prior to the date the Service is to be provided by the Service Provider you will receive a full refund. A cancellation reference will be provided and should be retained as proof of cancellation.

6.1.2 where you cancel the Order one day (between 24-48 hours) prior to the date the Service is to be provided by the Service Provider, you will be charged fifty (50%) per cent of the Order value and you will receive a refund of fifty (50%) per cent of the Order value. A cancellation reference will be provided and should be retained as proof of cancellation.

6.1.3 where you cancel on the day of the Order (less than 24 hours) you shall not be entitled to a refund or partial refund and will be charged the full value of the Order. A cancellation reference will be provided and should be retained as proof of cancellation.

6.2 Where the Service Provider cancels the Order for any reason, you shall be entitled to a full refund.

6.3 We may cancel your Order at any time with immediate effect by giving you written notice (which includes email) if:

6.3.1 you do not pay us when you are required to do so or the payment for your Order does not go through; or

6.3.2 you breach the contract between us in any way.

6.4 If we cancel your Order where you are at fault, we reserve our legal rights in respect of your breach of contract.

6.5 Subject to paragraphs 6.1 and 6.2 above, if you wish to change or cancel your Order after it has been submitted and payment has been authorised, you may do so through the Platform or through the 'contact us' links available through the Platform and we will use our reasonable endeavours to contact the Service Provider to communicate your request. However, there is no guarantee that we will be able to reach the Service Provider or that the Service Provider will agree to your request as they may have already started processing your Order.

6.6 If you are dissatisfied with the quality of service provided by a Service Provider, please consider providing feedback in the form of ratings, comments and reviews on the Platform (together, "**Reviews**") to reflect your experience. The Reviews form part of our quality control process and any Reviews you provide is at your sole discretion.

6.7 In the event you are dissatisfied in any way and need to seek a refund, or part refund, you should contact the Service Provider directly to lodge your complaint and, where appropriate, follow the Service Provider's own complaint procedures. If you are unable to contact the Service Provider, or the Service Provider refuses to deal with your complaint, you can contact us through the Platform as described above within 48 hours of placing your Order and we shall use our reasonable endeavours to contact the Service Provider in order to request compensation on your behalf. You should be aware that the legal contract for the supply and purchase of Services is between you and the Service Provider you placed your Order with. Accordingly, we have no control over the Service Provider (as they are independent of us) and the quality of service they provide and we have no responsibility or liability for providing any compensation to you on behalf of the Service Provider.

## 7. LICENCE

7.1. You are permitted to use the Platform and print and download extracts from the Platform for your own personal non-commercial use on the following basis:

7.1.1. You must not misuse the Platform, including hacking.

7.1.2. Unless otherwise stated, the copyright and other intellectual property rights in the Platform and material published on it are owned by us or our licensors. These works are protected by copyright laws and treaties around the world and all rights are reserved.

7.1.3. You must not modify the digital or paper copies of any materials that you print off in accordance with paragraph 7.1 and you must not use any pictures, photographs or any other graphics, video or audio sequences separately from any accompanying text.

7.1.4. You are not allowed to use any of the materials on the Platform or the Platform itself for commercial purposes without obtaining a licence from us to do so.

7.2. Except as stated in paragraph 7.1, the Platform may not be used, and no part of the Platform may be reproduced or stored in any other Platform or included in any public or private electronic retrieval system or service, without our prior written permission.

7.3. Any rights not expressly granted in these Terms are reserved.

## 8. PLATFORM ACCESS

8.1. We aim to provide you with a pleasant experience and will try to ensure the Platform is normally available but we will not be liable to you if the Platform is unavailable at any time or for any period.

8.2. The Platform may be suspended temporarily at any time and without notice.

8.3. Whilst we take the steps required by law to protect your information, we cannot guarantee the security of your data transmitted to the Platform and any transmission is at your own risk.

## 9. VISITOR MATERIAL AND REVIEWS

9.1. Other than personally identifiable information, which is covered under our Privacy Policy any material you post, upload or transmit to the Platform (including without limitation Reviews) ("**Visitor Material**") will be considered non-confidential and non-proprietary. By posting, uploading or transmitting any Visitor Material, you represent and warrant that you own or otherwise control all of the rights to such Visitor Material. You agree that we will have no obligations with respect to any Visitor Material, and that we and anyone we designate will be free to copy, disclose, distribute, incorporate and otherwise use any Visitor Material and all data, images, sounds, text and other things embodied in it for any and all commercial or non-commercial purposes.

9.2 You represent and warrant that that any Visitor Material you post, upload or transmit does not and will not breach any of the restrictions in paragraphs 9.3 to 9.4 below.

9.3 You will not, upload or transmit to or from the Platform any Visitor Material (including any Reviews) that:

9.3.1. breaches any applicable local, national or international law;

9.3.2. is unlawful or fraudulent;

9.3.3. amounts to unauthorised advertising; or

9.3.4. contains viruses or any other harmful programs.

9.4. Any Reviews that you submit through the Platform must not:

9.4.1. promote violence or discrimination;

9.4.2. contain any defamatory, obscene or offensive material;

9.4.3. infringe the intellectual property rights of another person;

9.4.4. breach any legal duty owed to a third party;

9.4.5. promote illegal activity or invade another's privacy;

9.4.6. give the impression that they originate from us; or

9.4.7. be used to impersonate another person or to misrepresent your affiliation with another person.

9.5. The prohibited acts listed in paragraphs 9.3 and 9.4 above are non-exhaustive. We reserve the right (but do not undertake, except as required by law, any obligation) and have the sole discretion to remove or edit at any time any Reviews or other Visitor Material posted, uploaded or transmitted to the Platform that we determine breaches these Terms, is otherwise objectionable or may expose us or any third parties to any harm or liability of any type, or for any other reason.

9.6. The Reviews and other Visitor Material contained on the Platform are for information purposes only and do not constitute advice from us. Accordingly, to the fullest extent permitted

by law, we assume no responsibility or liability to any person for any Reviews or other Visitor Material, including without limitation any mistakes, defamation, obscenity, omissions or falsehoods that you may encounter in any such materials.

9.7. You agree to indemnify us against any losses, damages and claims (and all related costs) incurred by or made against us by a Service Provider or any other third party arising out of or in connection with any Reviews or other Visitor Material that you provide in breach of any of the representations and warranties, agreements or restrictions set forth in this paragraph 9.

## 10. LINKS TO AND FROM OTHER PLATFORMS

10.1. Links to third party Platforms on the Platform are provided solely for your convenience. If you use these links, you will leave our Platform. We have not reviewed and do not control any of these third party Platforms (and are not responsible for these Platforms or their content or availability). We do not endorse or make any representation about these Platforms, their content, or the results from using such Platforms or content. If you decide to access any of the third party Platforms linked to our Platform, you do so entirely at your own risk.

10.2. You may link to the Platform's homepage provided that we have the right to withdraw linking permission at any time and for any reason.

## 11. DISCLAIMERS

11.1. While we try to ensure that information on the Platform is correct, we do not promise it is accurate or complete. We may make changes to the material on the Platform, or to the functionality, Services and prices described on it, at any time without notice. The material on the Platform may be out of date, and we make no commitment to update that material.

11.2. The legal contract for the supply and purchase of Services is between you and the Service Provider that you place your Order with. We have no control over the actions or omissions of any Service Provider. Without limiting the generality of the foregoing, you acknowledge and accept the following by using the Platform:

11.2.1. We do not give any undertaking that the Services ordered from any Service Provider through the Platform will be of satisfactory quality or suitable for your purpose and we disclaim any such warranties.

11.2.2. Neither we nor the Service Provider guarantee that Orders will be performed within the estimated times.

11.2.3. We encourage all our Service Providers to accept all Orders and to communicate any rejection promptly, and we will notify you (generally by email) as soon as reasonably practicable if a Service Provider rejects your Order. However, we do not guarantee that Service Provider will accept and fulfil all Orders, and Service Providers have the discretion to reject Orders at any time.

11.3. The disclaimers mentioned above do not affect your statutory rights against any Service Provider.

11.4. To the maximum extent permitted by law, we exclude all representations, warranties, conditions, undertakings and other terms in relation to the Platform and your use of it (including any representations, warranties, conditions, undertakings and other terms which might otherwise apply to the Platform and your use of it, or be otherwise implied or incorporated into these Terms, by statute, common law or otherwise).

## 12. LIABILITY

We make no representation or warranty of any kind, express or implied, regarding the content or availability of the Services, or that it will be timely or error-free or that defects will be corrected. Subject as provided below, neither we nor any Service Provider shall have any liability to you for any direct, indirect, special or consequential losses or damages arising in contract,

tort (including negligence) or otherwise arising from your use of or your inability to use our Platform in relation to an Order for Services. In the event that we or a Service Provider is found to be liable to you our total aggregate liability is limited to the purchase price paid in your Order. This does not exclude or limit in any way our or any Service Provider's liability for any matter for which it would be illegal for us or it to exclude, or attempt to exclude, our or its liability, including liability for death or personal injury caused by negligence or for fraud or fraudulent misrepresentation.

### 13. TERMINATION

13.1. We may terminate or suspend (at our absolute discretion) your right to use the Platform immediately by notifying you in writing (including by email) if we believe in our sole discretion that:

13.1.1. you have used the Platform in breach of paragraph 7.1 (License);

13.1.2. you have posted Reviews or other Visitor Material in breach of paragraphs 9.3 or 9.4 (Visitor Material and Reviews);

13.1.3. you have breached paragraph 10 (Links to and from other Platforms); or

14.1.4. you have breached any other material terms of these Terms.

13.2. Upon termination or suspension you must immediately destroy any downloaded or printed extracts from the Platform.

### 14. WRITTEN COMMUNICATIONS

Applicable laws require that some of the information or communications we send to you should be in writing. When using the Platform or placing Services via the Platform, you accept that communication with us will be mainly electronic. We will contact you by email or provide you with information by posting notices on the Platform. For contractual purposes, you agree to this electronic means of communication and you acknowledge that all contracts, notices, information and other communications that we provide to you electronically comply with any legal requirement that such communications be in writing. This condition does not affect your statutory rights.

### 15. EVENTS OUTSIDE OUR CONTROL

No party shall be liable to the other for any delay or non-performance of its obligations under these Terms arising from any cause beyond its control including, without limitation, any of the following: act of God, governmental act, war, fire, flood, explosion or civil commotion. For the avoidance of doubt, nothing in this paragraph 15 shall excuse you from any payment obligations under these Terms.

### 16. ADDITIONAL TERMS

16.1. All personal data that we collect from you will be processed in accordance with our Privacy Policy which can be reviewed here <https://www.chorezee.com/docs/chorezee-privacy-policy.pdf>.

16.2. You should also review our <https://www.chorezee.com/cookie> for information regarding how and why we use cookies to improve the quality of the Platform and your use of it.

16.3. If any of these Terms are determined by any competent authority to be invalid, unlawful or unenforceable to any extent, such Term, condition or provision will to that extent be severed from the remaining Terms, conditions and provisions which will continue to be valid to the fullest extent permitted by law.

16.4. These Terms and any document expressly referred to in them constitute the whole agreement between you and us and supersede all previous discussions, correspondence,

negotiations, previous arrangement, understanding or agreement between us relating to the subject matter of any contract.

16.5. Any failure or delay by you or us in enforcing (in whole or in part) any provision of these Terms will not be interpreted as a waiver of your or our rights or remedies.

16.6. You may not transfer any of your rights or obligations under these Terms without our prior written consent. We may transfer any of our rights or obligations under these Terms without your prior written consent to any of our affiliates or any business that we enter into a joint venture with, purchase or are sold to.

## 17. GOVERNING LAW AND JURISDICTION

Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with these Terms or its subject matter or formation.18. CONTACT US

If you require further information or have any questions regarding our Platform or these Terms, please feel free to contact us through the 'contact us' links available through the Platform.