

## 1. HileTask Terms of Service

These Terms of Service constitute a legally binding agreement between you and HileTask Ltd. (“**HileTask**”) governing your use of the HileTask Platform. HileTask’s websites including [www.hiletask.com](http://www.hiletask.com) (the “**Sites**”), mobile applications (the “**Apps**”), and related services, information and communications are collectively referred to as the “**HileTask Platform.**” and the online transactions between those users of the Platform who are offering services (each, a “**Service providers**” and “**Sellers**”) and those users of the Platform who are obtaining services (each, a “**Customers**”) through the Platform (such services, collectively, the “**Task**” and “**Shop**”). The use of all personal data you submit to the HileTask Platform or which we collect about you is governed by our Privacy Policy (“**Privacy Policy**”).

Your consent at registration and continued use of the HileTask Platform constitutes your acceptance of and agreement to all of the terms and conditions in these Terms of Service, and the Privacy Policy, as well as any future amendments and additions to this Agreement we may publish from time to time. If any future changes to this Agreement are unacceptable to you or cause you to no longer be in compliance with this Agreement, you must deactivate your account, and immediately stop using the HileTask Platform. The Terms of Service described below incorporate the Privacy Policy and apply to all users of the Platform, including users who are also contributors of video content, information, private and public messages, advertisements, and other materials or Services on the Platform. If you do not agree to be bound by this agreement and abide by its terms, you may not use or access the Hiletask platform.

A few highlights of these Terms of Service include:

- You must be at least the legally required age in the jurisdiction which are 18 years old in Rwanda
- Your agreement that the technology for the HileTask Platform is provided “as is” and without warranty
- Your agreement that HileTask provides no warranty and has no liability regarding User action on the HileTask Platform or the performance of Tasks
- Your acknowledgment and agreement that HileTask does not supervise, scope, direct, control, or monitor a Service provider’s work and the Tasks performed
- Your acknowledgement and agreement that Service providers are independent contractors of Customers and not employees, independent contractors or service providers of HileTask.

- Your agreement to hold harmless and indemnify HileTask from claims due to your use of or inability to use the HileTask Platform or content submitted from your account to the HileTask Platform.

## ***2. Service provider Background Checks and User Representations and Warranties***

### ***2.1. Service provider Background Checks***

Service providers may be subject to a pre-screening process before they can register for and during their use of the HileTask Platform, which may include but is not limited to skills, experience, identity verification and criminal background checks and behavior in community.

### ***2.2. User Representations and Warranties***

- You are at least of the legally required age in the jurisdiction in which you reside (18 years of age or older in Rwanda),
- You have the right, authority and capacity to enter into this Agreement and to abide by the terms and conditions of this Agreement, and that you will so abide;
- You have read, understand, and agree to be bound by these Terms of Service, and the Privacy Policy,
- Tasks shall only be performed in area where the HileTask Platform has a presence.
- You will respect the privacy (including without limitation private, family and home life), property, and data protection rights of Users.
- You will fulfill the commitments you make to other Users, communicate clearly and promptly through the chat thread, be present and/or available at the time you agree upon with your Service provider or Customer as the case may be, and only utilize the third-party payment service provider specified or approved by HileTask to make or receive payment for services provided through the HileTask Platform.
- You will act professionally and responsibly in your interactions with other Users;
- You will use your real name or business name on your profile;
- When using or accessing the HileTask Platform, you will act in accordance with all applicable local, and international law or custom and in good faith;
- You will not use the HileTask Platform for the purchase or delivery of an illegal substances or services.

- Where you enter into this Agreement on behalf of a company or other organization, you represent and warrant that you have authority to act on behalf of that entity and to bind that entity to this Agreement.
- Other than as fully and promptly disclosed in writing to HileTask, you do not have any motivation, status, or interest that HileTask may reasonably wish to know about in connection with the HileTask Platform, including without limitation, if you are using or will or intend to use the HileTask Platform for any journalistic, academic, investigative, or unlawful purpose.

### **2.3. *Service providers additionally represent and warrant that:***

- When using the HileTask Platform, you are operating as a sole proprietor, partnership, limited liability company, limited liability partnership, corporation or other business entity;
- You are customarily engaged in an independently established business of the same nature as the services performed for Customers through the HileTask Platform, and maintain an independent Customarily;
- You have the unrestricted right to work in the jurisdiction in which you will be performing Tasks;
- If the Task is performed in a jurisdiction that requires you to have a business license or business tax registration, you have the required business license or business tax registration;
- You are responsible for identifying and obtaining any required licenses, permits, or registrations before offering services and undertaking Tasks;
- You have any and all insurance required to operate your business and provide your services;
- You will use your real name or business name and an up-to-date photo on your profile;
- You will honor your commitments to other Users on the Platform, including by responding to invitations promptly; performing the Task(s) as agreed upon with your Customer; and providing timely, high-quality services to your Customers;
- You will only offer and provide services for which you have the necessary skills and expertise, and provide those services safely and in accordance with all applicable laws.

## **3. *Billing and Payment***

HileTask is not obligated to compensate Service provider for Customer's failure to pay for services. Customers on the HileTask Platform will be required to provide their payment method details to the

HileTask Platform. Customer paid services directly via the method described by Customer during task booking after task completion, Service providers must move away after Customer complete payment. The Subscription fee must be paid monthly through the HileTask Platform by Service Provider and Seller. Users of the HileTask Platform may be liable for any taxes or similar charges (including VAT, if applicable in the country where the Task is performed) required to be collected and/or paid on the Tasks and/or fees provided under the Agreement.

#### ***4. Public Areas; Acceptable Use***

The HileTask Platform may contain profiles, email systems, blogs, message boards, reviews, ratings, task postings, chat areas, news groups, forums, communities and/or other message or communication facilities ("**Public Areas**") that allow Users to communicate with other Users. You may only use such community areas to send and receive messages and materials that are relevant and proper to the applicable forum. For the safety and integrity of the HileTask Platform, you should not share your personal contact information with other Users. You understand that all submissions made to Public Areas will be public and that you will be publicly identified by your name or login identification when communicating in Public Areas. HileTask will not be responsible for the action of any Users with respect to any information or materials posted in Public Areas.

#### ***5. Account, Password, Security, and Telephone Communications***

You must register with HileTask and create an account to use the HileTask Platform. You are responsible for maintaining the confidentiality of any log-in, password, and account number provided by you or given to you by HileTask for accessing the HileTask Platform. You are solely and fully responsible for all activities that occur under your password or account, even if not authorized by you. HileTask has no control over the use of any User's account and expressly disclaims any liability derived therefrom. Should you suspect that any unauthorized party may be using your password or account or you suspect any other breach of security, you agree to notify HileTask immediately.

You verify that any contact information provided to HileTask, and Users, including, but not limited to, your name, business name, mailing address, email address, your residential or business telephone number, and/or your mobile telephone number, is true and accurate. You verify that you are the current subscriber or owner of any telephone number that you provide. You are strictly prohibited from providing a phone number that is not your own. If we discover that any information

provided in connection with your registration is false or inaccurate, we may suspend or deactivate your account. Should any of your contact information change, you agree to immediately notify HileTask before the change goes into effect. If the change regards ownership of your telephone numbers, you may notify HileTask by texting STOP to any text message sent to the retiring phone number.

## ***6. User Generated Content***

“User Generated Content” is defined as any information and materials you provide to HileTask, in connection with your registration for and use of the HileTask Platform and participation in HileTask promotional campaigns, including without limitation the information and materials posted or transmitted for use in Public Areas. You are solely responsible for User Generated Content, and we act merely as a passive conduit for your online distribution and publication of your User Generated Content. You acknowledge and agree that HileTask is not involved in the creation, development of User Generated Content, disclaims any responsibility for User Generated Content, and cannot be liable for claims arising out of or relating to User Generated Content. Further, you acknowledge and agree that HileTask has no obligation to monitor or review User Generated Content, but reserves the right to limit or remove User Generated Content if it is not compliant with the terms of this Agreement.

In addition to other prohibitions as set forth in the terms of service, you are prohibited from using the platform or its content: (a) for any unlawful purpose; (b) to solicit others to perform or participate in any unlawful acts; (c) to violate any international, country regulations, rules, laws, or local ordinances; (d) to infringe upon or violate our intellectual property rights or the intellectual property rights of others; (e) to harass, abuse, insult, harm, defame, slander, disparage, intimidate, or discriminate based on gender, sexual orientation, religion, ethnicity, race, age, national origin, or disability; (f) to submit false or misleading information; (g) to upload or transmit viruses or any other type of malicious code that will or may be used in any way that will affect the functionality or operation of the service or of any related website, other websites, or the internet; (h) to collect or track the personal information of others; (I) to spam, phish, pharm, pretext, spider, crawl, or scrape; (j) for any obscene or immoral purpose; or (k) to interfere with or circumvent the security features of the service or any related website, other websites, or the internet. we reserve the right to terminate your use of the service or any related platform for violating any of the prohibited uses.

## ***7. HileTask Operates as a Two-sided Marketplace***

HileTask operates as an online marketplace that connects Customers with Service providers and Sellers who wish to perform a variety of Tasks. HileTask does not perform Tasks and does not employ people to perform Tasks. Service providers operate as independent business owners and are customarily engaged in an independently established business of the same nature as that involved in the services performed for Customers through the HileTask Platform. HileTask does not control or direct the Service providers' performance of their services or set their work locations, work hours, or terms of work. Service providers provide services under their own name or business name, and not under HileTask's name. Service providers provide their own tools and supplies to perform their services; HileTask does not provide the tools or supplies. Service providers are free to maintain a customarily without any restrictions from HileTask and are free to offer and provide their services elsewhere, including through competing platforms. Service providers are free to accept or reject Customers and contracts. Service providers are not penalized for rejecting Customers or contracts, though if Service providers accept a customer or contract through the HileTask Platform, they are expected to fulfill their contractual obligations to their customer. Service providers set their own rates for services performed in the HileTask general marketplace, without deduction by HileTask. The HileTask is not an employer of any User. Service providers acknowledge and confirm that they are responsible for exercising their own business judgment in entering into Service Agreements and performing Tasks and that, depending on how they exercise such business judgment, there is a chance for individual profit or loss.

## ***8. Change or cancel my service***

Yes. You will have the option to cancel or modify your booking up to 24 hours before the service starts. If you cancel or change your booking less than 24 hours in advance of the booking, then you might have to pay a late cancellation/modification fee

## ***9. Licensing***

Service providers alone are responsible for identifying and obtaining any required licenses, permits, or registrations before offering services and undertaking Tasks. Indeed, certain types of Tasks and services may be prohibited altogether, and it is the responsibility of Service providers to avoid such

prohibited Tasks and services. Penalties may include fines or other law enforcement. If you have questions about how national/ state/ provincial/ territorial and local laws apply to your Tasks and services on the HileTask Platform, you should first seek appropriate legal guidance.

### ***10. Confidential Information***

You acknowledge that Confidential Information is a valuable, special and unique asset of HileTask and agree that you will not, for the lifetime of your account on HileTask plus 10 years thereafter, disclose, transfer, or use (or seek to induce others to disclose, transfer or use) any Confidential Information for any purpose other than use of the HileTask Platform in accordance with these Terms of Service. You shall return all originals and any copies of any and all materials containing Confidential Information to HileTask promptly upon deactivation of your User account or termination of this Agreement for any reason whatsoever.

### ***11. Term and Termination***

We may terminate or suspend Your access immediately, without prior notice or liability, for any reason whatsoever, including without limitation if You breach these Terms and Conditions. Upon termination, your right to use the Service will cease immediately.

### ***12. Dispute Resolution***

To expedite resolution and reduce the cost of any dispute, controversy or claim related to, arising from or regarding your use of the HileTask Platform, your relationship with HileTask, Tasks, or this Agreement (including previous versions), ("**Dispute**"), you and HileTask agree to first attempt to negotiate any Dispute informally for at least 30 days before initiating any out of court settlement (such as mediation or arbitration) or court proceeding. Such informal negotiations will commence upon written notice. Your address for such notices is the one associated with your account, with an email copy to the email address you have provided to HileTask.

### ***13. Changes to this Agreement and the HileTask Platform***

HileTask reserves the right, at its sole and absolute discretion, to change, modify, add to, supplement, suspend, discontinue, or delete any of the terms and conditions of this Agreement and review, improve, modify or discontinue, temporarily or permanently, the HileTask Platform or any content or information through the HileTask Platform at any time, effective with or without prior notice and without any liability to HileTask. HileTask may also impose limits on certain features or

restrict your access to part or all of the HileTask Platform without notice or liability. HileTask will endeavor to notify you of material changes to this Agreement by email, but will not be liable for any failure to do so. If any future changes to this Agreement are unacceptable to you or cause you to no longer be in compliance with this Agreement, you must deactivate your account, and immediately stop using the HileTask Platform. Your continued use of the HileTask Platform following any revision to this Agreement constitutes your complete and irrevocable acceptance of any and all such changes, except where prohibited by any laws or regulations in your jurisdiction.

#### ***14. Acknowledgement and Consent***

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