The General Terms & Conditions apply to the users of the website www.hlprs.nl from Hlprs, registered at the Chamber of Commerce under number 59635428.

1. Definitions

General Terms & Conditions: the present General Terms & Conditions

Service Provider: the natural person that is hired by the Client to perform The Work.

Client: the natural person with whom the Service Provider concludes an agreement on the basis of which activities are performed.

The Work: The Work performed by the Service Provider which falls under the provisions of the Regulation dienstverlening aan huis

Platform: the Hlprs.nl website on which Supply and Demand in the field of The Work is brought together.

Offer: the Offer from the Service Provider to the Client to perform the Work.

Inquiry: the Client's assignment to have The Work done by a Service Provider.

Booking: the situation in which Supply and Demand have come together and have resulted in a Service Agreement.

User Account: the personal account that both the Client and the Service Provider obtain when they register on the Platform.

Rate: the hourly rate the client pays for The Work in the manner described in Article 6. The Rate includes the Wage the Service Provider receives from the Client, as well as the Hlprs fee for the use of the Hlprs Platform and its facilities.

Wage: the Wage the Service Provider receives from the Client in accordance with the Regulation dienstverlening aan huis, which includes Reimbursements such as holiday pay, vacation days, expenses and short-term absence. The Service determines his own Wage towards the Client.

Service Agreement: the Agreement under the Regulation dienstverlening aan huis between the Client and the Service Provider which has been concluded via the Platform. Hlprs is not a party within the Service Agreement.

Online Betaalplatform: the external payment provider that handles all collections and payments to and from all users of the Platform.

Parties: Client, Service Provider and / or Hlprs put together.

2. Scope of The Work

2.1 The General Terms & Conditions apply to the full extend of the legal relationship, in the broadest sense of the word, between the Parties. Any Terms & Conditions the Service Provider and / or Client uses are explicitly rejected in the legal relationship with Hlprs. The General Terms & Conditions apply exclusively.

2.2 If one or more clauses in the Service Agreement and / or from the General Terms & Condition should be declared null and void, the remainder of the clauses of the Service Agreement and / or

General Terms & Conditions will remain fully applicable. The parties will then enter into consultation in order to agree upon new clauses to replace the clauses which were declared null and were voided, whereby the purpose and purport of the original clauses will be taken into account as much as possible.

2.3 Both the Service Agreement and the General Terms & Conditions can only be deviated from in writing between the Parties.

2.4 The Terms & Conditions of Online Betaalplatform also apply to the Service Agreement. If there is a conflict between the General Terms & Conditions and the terms and conditions of Online Betaalplatform, the provisions of the General Terms & Conditions prevail.

2.5 By registering a User Account, Hlprs has the obligation towards the Client and the Service Provider to make the Platform available in accordance with the General Terms and Conditions. The Client and the Service Provider are able to use the Platform with the help of the User Account, as a result of which Hlprs immediately commences the fulfilment of its obligations. The Client and the Service Provider acknowledge and agree that Hlprs will commence compliance with its obligations prior to the expiration of the cooling-off period pursuant to Sections 6:230o BW of the Dutch Civil Code and therefore waive their right to dissolve its legal relationship towards Hlprs from the moment that Hlprs has made the Platform available to the Client and Service provider in accordance with Section 6:230p sub d of the Dutch Civil Code. In this context, what is determined in the Service Agreement is decisive for the Client and Service Provider.

2.6 To verify a new Service Provider, he or she is requested once to fullfil an ID-verification.

3. Qualification Work Activities

3.1 The Service Providers that are registered with Hlprs.nl are not employed by Hlprs. Hlprs only offers a Platform on which Supply and Demand are brought together.

3.2 It is always the intention of the Parties that, as a result of a Booking between Service Provider and Client, an agreement is created within the lines of the Regulation dienstverlening aan huis.

4. Use of the Platform

4.1 Hlprs makes the Platform available to use for the Client and the Service Provider. In order to be able to place an Inquiry as a client or an Offer as a Service Provider on the Platform, both the Client and the Service Provider must register on the Platform and accept the General Terms & Conditions. After registering on the Platform, Hlprs provides access data for the User Account to the Service Provider and to the Client. With an activated User Account the Client can enter into a Service Agreement with a Service Provider who has a User Account.

4.2 Client and Service Provider are required to provide correct and complete information upon registration, in particular in regards to identity, address, telephone number and email address. Changes during the use of the Platform must be adjusted within the User Account immediately. Hlprs is not liable for any damage as a result from a late, incomplete or incorrect provision of information by the Client and / or Service Provider.

4.3 Any costs to Hlprs as a result of inaccuracies in a User Account will be borne by the Client or Service Provider with the User Account in question.

4.4 Hlprs has the right to change the Rate if there is a change in legislation, costs or otherwise, such as, but not limited to, an increase in the minimum wage to be paid by the Client under the Regulation dienstverlening aan huis, as a result of which an increase is justified in the opinion and understanding of Hlprs. The modified Rate will come into effect one month after Hlprs has announced it on the Platform.

5. The Booking

5.1 The Client must log in with its User Account to the Platform in order to place an Inquiry, just as the Service Provider must log in with its User Account to the Platform in order to place an Offer.

5.2 If Supply and Demand have found each other, the Service Agreement between Client and Service Provider will be drawn op on the Platform, after which it will be added to the User Account after acceptance by both the Client and the Service Provider.

5.3 Once a Service Agreement has been concluded on the basis of an Offer and Demand as stated on the Platform, then the Client and Service Provider are bound by this and the Client must pay the Rate times the worked hours with due observance of the provisions of Article 6 of these General Terms & Conditions and in accordance with the Service Agreement concluded between the Client and the Service Provider.

5.4 The Service Agreement is based on the Offer and the Inquiry as stated by the Client and Service Provider on the Platform, as well as the applicable Rate, the General Terms & Condition and applicable laws and / or regulations. Changes to the Service Agreement will only take place in agreement between both the Client and the Service Provider, after which it must be reported to Hlprs.

5.5 In the event that the Client and Service Provider have entered into a Service Agreement or other type of agreement outside the Platform, whether or not orally, on the basis of which Work is being performed which in the opinion and insight of Hlprs is the logical consequence of the use of the Platform, in the broadest sense of the word, Hlprs is entitled to remove the Service Provider and Client from the Platform. Hlprs is entitled to charge the Client a fine of €500,- (excl. VAT).

5.6 If a Service Agreement has been concluded after which the Client wishes to cancel the agreed upon The Work and agreements with the Service Provider within 24 hours before the start of the Work, costs will be charged on behalf of the Service Provider. The costs are equal to the Rate times the amount of hours that were scheduled for that day, as stated in the original booking. Cancellation also includes not being able to perform the Work due to a circumstance attributable to the Client, such as absence.

5.7 If a Service Agreement has been concluded after which the Service Provider wishes to cancel The agreed upon Work and agreements with the Client within 24 hours before the start of the Work without a valid reason and intentionally, at the discretion of the Client, costs will be charged to the Service Provider on behalf of the Client. The costs are equal to the Rate for one hour of Work.

5.8 Hlprs only offers a Platform and facilitates the meeting of the Inquiry from the Client and the Offer from the Service Provider. Hlprs.nl is explicitly not a party to the Service Agreement and is therefore not obliged in any way to fulfil the obligations arising from that agreement and / or liable for any damage arising from that agreement.

6. Invoicing and payment

6.1 After The last Work in a month the invoice will be displayed in the personal online environment of the Client on the Platform. The agreed upon Rate in the Service Agreement can be paid to Online Betaalplatform online or can be collected by Online Betaalplatform. Online Betaalplatform will then arrange payment of the Wage to the Service Provider on behalf of the Client. The Wage to be received is also stated on the Platform in the personal online environment of the Service Provider.

6.2 After the Service Provider has performed the last of the Work for the Client in a month, the Rate must be paid within 7 days. The payment period of 7 days counts as a deadline. If payment or collection is not possible for any reason with the period of 7 days, the Client is legally in default and both the Service Provider and Hlprs are entitled to take collection measures whereby the extrajudicial costs and interest are charged to the Client. Hlprs will also inform the Service Provider about this, after which the Service Provider has the right to cease its Work for the Client until payment has been made.

6.3 The payment to the Service Provider for performing of The Work will in principle take place after The last Work activities in a month. The Service Provider cannot claim any payment until the Client has paid to Online Betaalplatform. In the event of a discussion about whether Online Betaalplatform the Rate has collected or the Rate has been paid online, Hlprs will in the first instance attempt to mediate between the Service Provider and Online Betaalplatform. If this mediation does not lead to a desired result according to the Service Provider, the Service Provider can, if desired, turn directly to Online Betaalplatform. Hlprs does not count as a party. If there is a situation in which the Client has nog paid, the provisions of the previous paragraph apply to the legal relationship between Hlprs and the Service Provider. For the legal relationship between the Service Provider and the Client, the Regulation ienstverlening aan huis applies, as well as what has been agreed upon in the Service Agreement.

6.4 If, after payment of the Rate, the Client reverses the amount and Online Betaalplatform has already paid the Wage to the Service Provider, Online Betaalplatform has the right to reclaim the paid Wage on behalf of Hlprs, or at least also reverse the payment of the Wage.

6.5 For the completed Work, as agreed upon in the Service Agreement, a payment obligation from the Client to the Service Provider applies. The Client has 24 hours after the Work has been performed to claim that the hours are not approved.

6.6 Hlprs charges a one-time service fee to the Client if a Booking results in completed Work.

7. Privacy

7.1 The Parties will observe strict confidentiality in regards to the confidential information made available to them in the context of the use of the Platform and resulting Service Agreement. Information is considered confidential if this is expressively determined or if this results from the nature of the data.

7.2 Hlprs strives to comply with the Personal Data Protection Act, as well as other laws and / or regulations aimed at protecting personal data. The Privacy Statement of Hlprs states how this is dealt with. Except where mandatory legal provisions provide otherwise, Hlprs is never liable for breach of privacy protection.

8. Liability Hlprs

8.1 Hlprs only validates as a party which brings together Supply and Demand and is therefore not liable for any damage as a result of the non-appearance, the non-timely appearance or any form of a non-compliance with the Service Agreement by a Service Provider in relation to the Client. Hlprs is also not responsible for the quality of the Service Provider and is never liable for any damage resulting from any acts or omissions by the Service Provider towards the Client, just as Hlprs is also not liable for any acts or omissions of the Client towards the Service Provider.

8.2 If the Service Provider causes damage to (any possessions of) the Client in relation to the Work performed in the context of the Service Agreement, or otherwise, the Service Provider will report the damage to the Client. The Client is liable for this damage and is obliged to report the damage to his insurer.

8.3 If the Service Providers incurs financial loss during his Work under the Service Agreement, which also includes persona injury, the Service Provider will report the damage to the Client. The Client is liable for this damage and is obliged to report the damage to his insurer.

8.4 If the Client's insurance does not cover or does not provide sufficient coverage, there will be appealed to the additional insurance taken out by Hlprs on behalf of the Service Providers. An appeal to this additional insurance is not possible until an appeal to the Client's own insurance is demonstrably rejected. There is a deductible of €250.00 per claim. Hlprs does not guarantee that this insurance will cover any damage. The insurance only applies as an additional service, additional guarantee in the context of the use of the Platform, but does not include any recognition of liability in the event of damage. No rights can therefore be derived from this.

8.5 Only the damage for which the Service Provider is insured is eligible for reimbursement on the grounds of the insurance and insofar as the insurance company makes the payment. The compensation for damage property is always limited to a maximum of €10,000.00 per claim. In the event of theft or misappropriation committed by the Service Provider, this damage is not eligible for compensation.

8.6 If the Client wishes to claim reimbursement from the additional insurance that Hlprs has taken out on behalf of the Service Providers, the Client must contact Hlprs' customer service. It is up to the insurer to decide whether or not to provide cover and if the insurer does not provide cover for any reason whatsoever, no rights can be derived from this against Hlprs.

8.7 Since Hlprs is explicitly not a party to the Service Agreement that may be concluded between the Client and the Service Provider, the Client and the Service Provider remain responsible at all times for the fulfilment of their obligations under the Service Agreement and the tax and social legislation and regulations. The Client and the Service Provider indemnify Hlprs, or at least indemnify Hlprs for all damage arising from or related to the incomplete, incorrect or late payment of wage tax and social security contributions, or any other government levies. This indemnity also includes any tax claims that are the result of the use of the Platform and the agreement between the Client and Service Provider that is established via the Platform.

9. Review Service Provider and complaints

9.1 The Client can assess the Service Provider by allocating stars to the Service Provider on the Platform. A commentary about this review can be given in a comment section. The review must be based on demonstrable facts. They must be drawn up in a fair and business like manner and may not contain offensive, defamatory, prosecutable or otherwise illegal content. Reviews that do not comply with this in the opinion and understanding of Hlprs will be deleted.

9.2 The reviews merely represent the perspective of the Client concerned, not the perspective of Hlprs. Hlprs has the right to dispose of the review and to process it in particular for further assessment services, possible to share it with third parties and to publish it.

9.3 If the Client or Service Provider has a complaint, this can be reported to Hlprs immediately after the complaint has arisen. Hlprs will then make every effort to provide the Client or Service Provider with a response as soon as possible after receiving the complaint.

9.4 Any complaints about the (implementation of) the Service Agreement, including complaints from the Client about the Work performed by the Service Provider and complaints from the Service Provider about the workplace set up by the Client, should be discussed between the Client and the Service Provider first in order to try and find a solution amongst the two Parties. Only if the Client and Service Provider concerned cannot come to a solution in mutual consultation, Hlprs can be asked as an independent third party to settle the dispute and to mediate.

10. To unsubscribe from the Platform

10.1 Both the Service Provider and the Client can terminate the use of the Platform effective immediately by unilaterally cancelling it in writing (by email). However, it is not possible to terminate the use of the Platform during the term of a Service Agreement.

10.2 Hlprs is entitled to terminate the use of the Platform with immediate effect if there is a change in the law or other types of changed circumstances that, in opinion and insight of Hlprs, no longer make it desirable to continue it.

10.3 Without prejudice to the provisions of these General Terms & Conditions, Hlprs may terminate the use of the Platform with immediate effect if the Client or Service Provider does not comply, does not comply ploperly, does not comply fully or does not fully comply with one or more of its obligations towards Hlprs or acts contrary thereto.

11. Final provisions

11.1 Only the Dutch law applies to the legal relationship between the Parties.

11.2 Except where mandatory law stipulates otherwise, the Zeeland-West-Brabant District Court, location Breda, is exclusively competent to hear and settle any disputes arising from or related to the use of the Platform, as well as the Service Agreement.

11.3 The title of each clause in the General Terms & Conditions is only for the sake of ease of reading and clarity. Parties cannot derive any rights or legitimate expectations from this.