

HealthyLovedOnes (HLO) Terms of Service

Last updated: May 01, 2018

These Terms of Service govern the use of the service offered by HealthyLovedOnes Limited, a private limited liability company incorporated in Hong Kong (the "Company") at the Company's website (www.healthylovedones.com) (the "Site") or its mobile applications (if any) released from time to time. Such services, the Site and the mobile applications are hereinafter collectively referred to as the "Service". Your use of the Service constitutes your acceptance of, and agreement to, all of the terms and conditions in these Terms of Service, the privacy policy (the "Privacy Policy") available [here](#), the community guidelines (the "Community Guidelines") available [here](#) and your representation that you are 18 years of age or older. If you object to anything in these Terms of Service, the Privacy Policy or the Community Guidelines, you are not permitted to use the Service. The Privacy Policy and the Community Guidelines are incorporated by reference into these Terms of Service, hence these Terms of Service, the Privacy Policy and the Community Guidelines are hereinafter collectively referred to as this "Agreement".

PLEASE READ THESE TERMS OF SERVICE CAREFULLY AS THEY CONTAIN IMPORTANT INFORMATION REGARDING YOUR LEGAL RIGHTS, REMEDIES AND OBLIGATIONS. YOU ACKNOWLEDGE AND AGREE THAT, BY USING THE SERVICE OR BY DOWNLOADING OR POSTING ANY CONTENT FROM OR VIA THE SITE OR MOBILE APPLICATIONS (IF ANY) RELEASED BY THE COMPANY FROM TIME TO TIME, YOU ARE ACKNOWLEDGING THAT YOU HAVE READ, AND THAT YOU FULLY UNDERSTAND AND AGREE TO BE BOUND BY THESE TERMS OF SERVICE, WHETHER OR NOT YOU HAVE REGISTERED WITH THE SITE OR MOBILE APPLICATION (IF ANY) RELEASED BY THE COMPANY FROM TIME TO TIME. IF YOU DO NOT AGREE WITH THESE TERMS OF SERVICE, YOU HAVE NO RIGHT TO ACCESS OR USE THE SERVICE. FAILURE TO USE THE SERVICE IN ACCORDANCE WITH THESE TERMS OF SERVICE MAY SUBJECT YOU TO CIVIL AND CRIMINAL PENALTIES.

1. Service Connects Caregivers and Clients

- 1.1 The Company provides the Service by way of providing an online platform which enables the connection between Clients and Caregivers. "Clients" are individuals and/or businesses seeking to obtain home healthcare services ("HH Services") from Caregivers and are therefore clients of Caregivers, and "Caregivers" are individuals and/or businesses seeking to perform HH Services for Clients. Clients and Caregivers together are hereinafter referred to as "Users".

2. Service Only Provides a Venue

- 2.1 The Service is a platform for enabling connections between Users for the offer, acceptance and entry into contractual arrangements for HH Services between the relevant Users, but the Company is not responsible for the performance of Users, nor does it have control over the quality, timing, legality, failure to provide, or any other aspect whatsoever of HH Services, nor of the integrity, responsibility or any of the actions or omissions whatsoever on the part of any Users. The Company does not have control over the quality, timing or legality of HH Services delivered by the Caregivers. The Company makes no representations about the suitability, reliability, timeliness, or accuracy of HH Services requested and provided by Users identified through the Service whether in public, private, or offline interactions.
- 2.2 YOU UNDERSTAND AND AGREE THAT ALL CONTRACTUAL OBLIGATIONS FOR HH SERVICES HAVE BEEN ENTERED INTO BETWEEN THE USERS ONLY AND THE COMPANY IS NOT A PARTY TO

ANY CONTRACTUAL OBLIGATIONS BETWEEN YOU AND OTHER USERS. THE COMPANY DISCLAIMS ALL LIABILITY IN THIS REGARD TO THE MAXIMUM EXTENT PERMITTED BY LAW.

3. User Vetting

3.1 Users (whether as a Client or as a Caregiver) must register with the Company and create an account to use the Service. Users may be subject to extensive vetting processes both at the registration stage and during their use of the Service. The Service is intended to be used solely by persons who meet the following criteria as well as other criteria imposed by the Company from time to time (the "Criteria"):

- (i) who is 16 years of age or older;
- (ii) who has passed all verification or identity checks by the Company, and
- (iii) we also check credentials for Professionals and background checks for Non-professionals.

Professionals:

HLO will check at two levels.

- 1. First level is to check with their professional association to make sure they are a member in good standing.
- 2. Second level is to check with the Federation of Medical Societies of Hong Kong.

The Federation of Medical Societies of Hong Kong
4/F Duke of Windsor Social Service Building
15 Hennessy Road, Wanchai, Hong Kong
Tel: +852-2527-8898
Website: www.fmskhk.org

Non-Professionals:

HLO will run the following background checks:

- 1. Caregivers must present valid HKID or Passport. If Passport we will check if they have the correct working visas and paperwork.
- 2. Caregivers that work with children are required to get a Sexual Conviction Record Check (SCRC) from the Police HQ in Wanchai, 14F, 1 Albertson Road. HLO will issue them a letter which they must bring and include with their application. The cost is HKD115.00 and will take 7 days to get the results.
- 3. Caregivers that want a No Criminal Conviction record can apply for one through the relevant Consulate / Immigration Authority / Government Authority. They cannot apply direct with HLO and the results will be sent direct to the requested party. The Caregiver will only get a verbal result. Therefore, this background check is optional. The cost is HKD210.00 and will take 4 calendar weeks to get the results.

3.2 Any use of the Service by anyone who does not meet the Criteria is expressly prohibited. By using the Service, you represent and warrant that you can meet the Criteria and you will at all times during your use of the Service remain able to meet the Criteria. FOR THE AVOIDANCE OF DOUBT, THE COMPANY SHALL NOT HAVE ANY OBLIGATION TO VERIFY WHETHER OR NOT YOU HAVE MET THE CRITERIA AND THE COMPANY SHALL NOT ASSUME ANY LIABILITY,

WHETHER BY WAY OF EXPRESS OR IMPLIED REPRESENTATION OR OTHERWISE, IN RESPECT OF ANY USER'S ABILITY TO MEET ANY OR ALL OF THE CRITERIA.

- 3.3 Users hereby give consent to the Company to conduct verification or identity checks, as often as the Company may in its absolute discretion consider appropriate or necessary to do so. Background checks must be done by the Caregiver themselves at the Hong Kong Police Station Headquarters in Wanchai.
- 3.4 Although the Company may perform verification or identity checks and background checks in respect of Users, as outlined above, the Company cannot confirm that each User is who they claim to be and therefore, the Company cannot and does not assume any responsibility for the accuracy or reliability of the identity or background check information or any information provided through the Service
- 3.5 When interacting with other Users, you should exercise caution and common sense to protect your personal safety and property, just as you would when interacting with other persons whom you don't know. NEITHER THE COMPANY NOR ITS AFFILIATES NOR LICENSORS IS RESPONSIBLE FOR THE CONDUCT, WHETHER ONLINE OR OFFLINE, OF ANY USER OF THE SERVICE AND YOU HEREBY RELEASE THE COMPANY AND ITS AFFILIATES AND LICENSORS FROM ALL LIABILITY RELATED THERETO. THE COMPANY AND ITS AFFILIATES AND LICENSORS WILL NOT BE LIABLE FOR ANY CLAIM, INJURY OR DAMAGE ARISING IN CONNECTION WITH YOUR USE OF THE SERVICE AND YOU AGREE TO IRREVOCABLY AND UNCONDITIONALLY WAIVE YOUR RIGHTS (IF ANY) TO INSTITUTE CLAIMS OR PROCEEDINGS AGAINST THE COMPANY, ITS AFFILIATES AND LICENSORS.
- 3.6 In addition to satisfaction of the Criteria, if you are using the Service as a Caregiver, you understand and agree that your right to use the Service as a Caregiver will be subject to your completion of certain online and/or offline training courses (at your own costs and expenses) organized or otherwise arranged by the Company from time to time to the Company's satisfaction.

4. Billing and Payment

- 4.1 Users of the Service contract for HH Services directly with other Users. The Company is not and will not be a party to any contracts for HH Services.

- 4.2 Users using the Service as Clients

The Company currently does not charge service fee for providing the Service to Clients. The Company reserves the right to later introduce service fee applicable to Clients in such manner and scale as specified by the Company. If the Company decides to introduce such service fee, the Company shall inform the Users accordingly by way of announcement in the Site (or through the Company's mobile application) and allow its Users to terminate their use of the Service at their option. You agree that the announcements made by the Company in the Site or through the Company's mobile application shall constitute valid and sufficient notice to you in respect of the subject matter thereof and your continued use of the Service following such announcement shall, despite of your actual awareness of the terms of the announcement, constitute your irrevocable acceptance to the service fee as announced by the Company.

- 4.3 Users will be required to provide their credit card or bank account details to the Company so as to enable the Company to provide the Services, including but not limited to facilitating payment between the Clients and the Caregivers.

- 4.4 Subject to Clause 4.5 of these Terms of Service, Clients will be responsible for paying the invoice for each HH Service (the "Invoice"), which will include (a) the pricing terms of the HH Service agreed with and provided by a Caregiver ("HH Service Payment"); (b) any out of pocket expenses agreed with and submitted by a Caregiver in connection with the HH Service; (c) any tip or gratuity, if applicable; and (d) the service fee of the Company (if any) for the Service.
- 4.5 Upon the expiration of 24 hours commencing from the time the Client receives confirmation through the Service or via email that a HH Service has been completed, the Company shall be deemed to have the Client's irrevocable authorization to process the relevant Invoice amount to make payment to the Caretaker unless the Client has within such timeframe indicated in writing that he/she/it is unsatisfied with the relevant HH Services, in which case the HealthyLovedOnes Guarantee as set forth in Clause 13B of these Terms of Service will apply.
- 4.6 Users using the Service as Caregivers
- (a) Users using the Service as Caregivers have the option to either (i) register a free account (which is not subject to any subscription fee) ("Free Account") or (ii) register a paid account (which is subject to annual subscription fee, amount of which may be amended by the Company from time to time at the Company's sole discretion) ("Paid Account").
- (b) Caregivers registered with a Free Account understand and agree that they shall pay to the Company a transaction fee equivalent to fifteen per cent (15%) of the HH Service Payment payable for each HH Service; whereas Caregivers registered with a Paid Account understand and agree that they shall pay to the Company a transaction fee equivalent to five per cent (5%) of the HH Service Payment payable for each HH Service.
- (c) The Company has the sole discretion to amend the manner and scale of the transaction fee payable by the Caregivers to the Company from time to time.
- 4.7 You understand and agree that (a) if you are a Client, you may be charged a cancellation fee if you book a HH Service, but cancel it before it is completed; and (b) if you are a Caregiver, the Company will issue a warning which may lead to termination of your right to use the Service at the sole discretion of the Company.
- 4.8 The Company reserves the right, in its sole discretion (but not the obligation), to (a) place on hold any HH Service Payment and out of pocket expenses; or (b) refund.
- 4.9 HH Service Payment and related fees and expenses must be paid through the Service and may be paid using a Gift Card (see Clause 5 of these Terms of Service) in the Client's sole discretion.
- 4.10 Users of the Service will be liable for any taxes (including VAT, if applicable) required to be paid on the Service provided under the Agreement (other than taxes on the Company's income).

5. Gift Cards and Vouchers

- 5.1 The Company's gift cards and certificates (the "Gift Cards") and vouchers or promotional codes (the "Vouchers") may be made available at the Company's sole and absolute discretion and can be used to pay HH Service Payments and the Company fees in part or in full, but may not be used to pay for reimbursement of out of pocket expenses associated with a HH Service provided through the Service. Vouchers are an offer (subject to the terms of the voucher) by the Company to reduce the amount a Client has to pay in relation to a HH Service Payment and/or the Company's fee. Vouchers will not affect the amount of the HH Service Payment a Caregiver

ultimately receives. You understand and agree that any and all usage of the Vouchers will be subject to the terms and conditions of the Vouchers as applicable from time to time at the discretion of the Company.

- 5.2 Client must enter each Gift Card into Client's account in respect of its appropriate value before Client can use that value on the Service.
- 5.3 Gift Cards are transferrable but not replaceable if lost or stolen and have no expiration date. Gift Cards have no cash value and are not redeemable for cash.
- 5.4 A Gift Card cannot be used in combination with any other Gift Cards, gift certificates, Vouchers or other coupons. A Gift Card cannot be used as a credit or debit card. The Company reserves the right to limit quantities of Gift Cards purchased by any person or entity and to cancel a Gift Card without compensation to the holders thereof if it believes that the Gift Card was obtained through fraudulent or unauthorized means.
- 5.5 No credit card, credit line, overdraft protection, or deposit account is associated with your Gift Card. You cannot "reload" (i.e., you cannot add value/balance to your Gift Card at this time). If a Gift Card holder's purchase exceeds the amount of that Gift Card's balance, the Gift Card holder must pay the difference by another means. Unused Gift Card balances are not transferable. The Company reserves the right to correct the balance of a Gift Card if the Company believes that a billing error has occurred. The Company disclaims all liability for any such billing errors. Gift Cards and their use are subject to these Terms of Service, the Privacy Policy and the Community Guidelines and use of a Gift Card constitutes acceptance hereof.

6. Release

- 6.1 The Company is not involved in the actual performance and/or completion of the HH Service. Users understand and agree to release the Company (and our officers, directors, agents, investors, subsidiaries, and employees) from any and all claims, demands, or damages (actual or consequential) of every kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way connected with any disputes between Users.
- 6.2 The Company assumes no responsibility for any User's compliance and/or non-compliance with any agreements with or duties owed to another User or third parties, or any applicable laws, rules or regulation, except to the extent otherwise provided for in Clauses 13A and 13B of these Terms of Service.

7. Public Areas; Acceptable Use

- 7.1 The Service may contain profiles, email systems, blogs, message boards, applications, job postings, chat areas, news groups, forums, communities and/or other message or communication facilities (the "Public Areas") that allow Users to communicate with other Users. You may only use such Public Areas to send and receive messages and materials that are relevant and proper to the applicable forum.
- 7.2 Without limitation, while using the Service, you may not:
 - use the Service for any commercial or other purposes that are not expressly permitted by these Terms of Service.

- copy, store or otherwise access or use any information contained or via the Service for purposes not expressly permitted by these Terms of Service.
- register an account on behalf of an individual other than yourself.
- recruit or otherwise solicit any User to join third-party services that are competitive (directly or indirectly) to the Company without the Company's prior written consent.
- defame, abuse, harass, stalk, threaten or otherwise violate the legal rights (including, but not limited to, rights of privacy and publicity) of others, including but not limited to the Company's staff.
- publish, post, upload, distribute or disseminate any profane, defamatory, infringing, obscene or unlawful topic, name, material or information.
- use the Service for any purpose, including, but not limited to posting or completing a HH Service, in violation of any applicable laws and/or regulations.
- upload files that contain software or other material that violates the intellectual property rights (or rights of privacy or publicity) of any third party.
- upload files that contain viruses, Trojan horses, corrupted files, or any other similar software that may damage or alter the normal operation of computers, mobile phones or other electronic devices.
- post or upload any content to which you have not obtained the necessary rights or permissions to so use.
- advertise or offer to sell any goods or services for any commercial purpose through the Service which are not relevant to the HH Service offered through the Service.
- conduct or forward surveys, contests, pyramid schemes, or chain letters.
- impersonate another person or a User or allow any other person or entity to use your identification to post or view comments.
- post the same HH Service repeatedly (the "Spamming"). Spamming is strictly prohibited.
- download any file posted by another User that you know, or reasonably should know, cannot be legally distributed through the Service.
- restrict or inhibit any other User from using and enjoying any of the Public Areas.
- imply or state that any statements you make are endorsed by the Company, without the prior written consent of the Company.
- use a robot, spider, manual and/or automatic processes or devices to data-mine, data-crawl, scrape or index the Service in any manner.
- hack or interfere with the Service, its servers or any connected networks.
- adapt, alter, license, sublicense or translate the Service for your own personal or commercial use.
- remove or alter, visually or otherwise, any copyrights, trademarks or proprietary marks and rights owned by the Company.
- upload content that is offensive and/or harmful, including, but not limited to, content that advocates, endorses, condones or promotes racism, bigotry, hatred or physical harm of any kind against any individual or group of individuals.
- upload content that provides materials or access to materials that exploit people under the age of 18 in an abusive, violent or sexual manner.
- use the Service in violation of the Community Guidelines.
- use the Service to solicit any other business, website or service, or otherwise contact Users for employment, contracting or any purpose not related to use of the Service as set forth herein.
- use the Service to collect usernames and/or email addresses of Users by electronic or other means.
- register under different usernames or identities, after your account has been suspended or terminated.

7.3 You understand that all submissions made to Public Areas will be made public and that you will be publicly identified by your name or login identification when communicating in Public Areas,

and the Company will not be responsible for the action of any Users with respect to any information or materials posted in Public Areas.

8. Termination and Suspension

- 8.1 The Company may terminate or suspend your right to use the Service at any time for any or no reason by providing you with written or email notice of such termination, and termination will be effective immediately upon delivery of such notice.
- 8.2 Without limitation, the Company may terminate or suspend your right to use the Service if you breach or the Company suspects you have breached any term of this Agreement (including the Community Guidelines) or any policy of the Company posted through the Service from time to time, or if the Company otherwise finds or suspects that you have engaged in inappropriate and/or offensive behavior. If the Company terminates or suspends your right to use the Service for any of these reasons, you will not be entitled to any refund of unused balance in your Gift Cards and/or Vouchers (if any). If the Company terminates or suspends your account for any reason, you are prohibited from registering and creating a new account under your name, a fake or borrowed name, or the name of any third party, even if you may be acting on behalf of the third party. In addition to terminating or suspending your account, the Company reserves the right to take appropriate legal action, including without limitation pursuing civil, criminal, and injunctive redress.
- 8.3 Even after your right to use the Service is terminated or suspended, this Agreement will remain enforceable against you.
- 8.4 You may terminate this Agreement at any time by ceasing all use of the Service. All clauses which by their nature should survive the expiration or termination of this Agreement shall continue in full force and effect subsequent to and notwithstanding the expiration or termination of this Agreement.

9. Account, Password, Security and Mobile Phone Use

- 9.1 You must register with the Company and create an account to use the Service. You are the sole authorized user of your account. You are responsible for maintaining the confidentiality of any password and account number provided by you or the Company for accessing the Service. You are solely and fully responsible for all activities that occur under your password or account. The Company 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 should contact the Company immediately.
- 9.2 By providing your mobile phone number and using the Service, you hereby affirmatively consent to our use of your mobile phone number for calls and texts in order to perform and improve upon the Service. The Company will not impose any charges for calls or texts, but standard message charges or other charges from your wireless carrier may apply. You may opt-out of receiving text messages from us by modifying your account settings on the Site or the Company's mobile application, or by emailing opt-out-texts@healthylovedones.com.

10. Your Information and Likeness

- 10.1 "Your Information" is defined as any information and materials that you provide to the Company or other Users in connection with your registration for and use of the Service, including without limitation information and materials that are posted or transmitted for use in Public Areas. You are solely responsible for Your Information, and we act merely as a passive conduit for your online distribution and publication of Your Information. The information and materials described in this Clause, as provided by each User, is collectively referred to herein as "User Generated Content." You hereby represent and warrant to the Company that Your Information (a) will not be false, inaccurate, incomplete or misleading; (b) will not be fraudulent or involve the sale of counterfeit or stolen items; (c) will not infringe any third party's copyright, patent, trademark, trade secret or other proprietary right or rights of publicity or privacy; (d) will not violate any law, statute, ordinance, or regulation (including without limitation those governing export control, consumer protection, unfair competition, anti-discrimination or false advertising); (e) will not be defamatory, libelous, unlawfully threatening, or unlawfully harassing; (f) will not be obscene or contain child pornography or be harmful to minors; (g) will not contain any viruses, Trojan Horses, worms, time bombs, cancelbots or other computer programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or personal information; and (h) will not create liability for the Company or cause the Company to lose (in whole or in part) the Service of its ISPs or other partners or suppliers.
- 10.2 The Service hosts User Generated Content relating to reviews of specific Caregivers. Such reviews are opinions of Users and not the opinion of the Company, have not been verified or approved by the Company and each Client should undertake their own research to be satisfied that a specific Caregiver is the right person for a HH Service. You understand and agree that the Company is not liable for any User Generated Content.
- 10.3 You hereby grant the Company a non-exclusive, worldwide, perpetual, irrevocable, royalty-free, sub licensable (through multiple tiers) right to exercise all copyright, publicity rights, and any other rights you have in Your Information, in any media now known or not currently known in order to perform and improve upon the Service.
- 10.4 Each Caregiver who provides to the Company any videotape, film, record, photograph, voice, or all related instrumental, musical, or other sound effects, in exchange for the right to use the Service, hereby irrevocably grants to the Company the non-exclusive, fully-paid, royalty-free, transferable, sub licensable, worldwide, unrestricted, and perpetual right to:
- (a) use any videotape, film, record or photograph that such Caregiver provides to the Company (collectively, the "Products"), and use, reproduce, modify, or creative derivatives of such Products, in and in connection with the exhibition, distribution, display, performance, transmission, broadcasting on any and all media, including, without limitation, the Internet, of any videos or images of such Caregiver in connection with the Service.
 - (b) reproduce in any media any recordings of such Caregiver's voice, and all related instrumental, musical, or other sound effects (collectively, the "Voice"), made in connection with the Service.
 - (c) use, and permit to be used, such Products and Voice in the advertising, marketing, and/or publicizing of the Service in any media.
 - (d) use, and permit to be used, such Caregiver's name and identity in connection with the Service.
- 10.5 Each Caregiver hereby waives all rights and releases the Company from, and shall neither sue nor bring any proceeding against any such parties for, any claim or cause of action, whether now

known or unknown, for defamation, invasion of right to privacy, publicity or personality or any similar matter, or based upon or relating to the use and exploitation of such Caregiver's identity or Voice in connection with the Service.

- 10.6 Each Caregiver acknowledges that the Company shall not owe any financial or other remuneration for using the recordings provided hereunder by such Caregiver, either for initial or subsequent transmission or playback, and further acknowledges that the Company is not responsible for any expense or liability incurred as a result of such Caregiver's recordings or participation in any recordings, including any loss of such recording data.

11. Links to Other Websites

- 11.1 Links (such as hyperlinks) from the Service to other sites on the World-Wide-Web do not constitute the endorsement by the Company of those sites or their content. Such links are provided as an information service, for reference and convenience only. The Company does not control any such sites, and is not responsible for their content. The existence of links on the Service to such websites (including without limitation external websites that are framed by the Company during the provision of the Service as well as any advertisements displayed in connection therewith) does not mean that the Company endorses any of the material on such websites, or has any association with their operators. It is your responsibility to evaluate the content and usefulness of the information obtained from other websites.
- 11.2 The use of any website controlled, owned or operated by third parties is governed by the terms and conditions of use and privacy policies of those websites, and not by the Company's Terms of Service or Privacy Policy. You access such third-party websites at your own risk. The Company expressly disclaims any liability arising in connection with your use and/or viewing of any websites or other material associated with links that may appear during the Company's provision of the Service. You hereby agree to hold the Company harmless from all liability that may result from the use of links that may appear during the Company's provision of the Service.
- 11.3 As part of the functionality of the Service, you may link your account with online accounts you may have with third party service providers (each such account, a "Third Party Account") by either: (a) providing your Third Party Account login information through the Service; or (b) allowing the Company to access your Third Party Account, as is permitted under the applicable terms and conditions that govern your use of each Third Party Account. You represent that you are entitled to disclose your Third Party Account login information to the Company and/or grant the Company access to your Third Party Account (including, but not limited to, for use for the purposes described herein), without breach by you of any of the terms and conditions that govern your use of the applicable Third Party Account and without obligating the Company to pay any fees or making the Company subject to any usage limitations imposed by such third party service providers. By granting the Company access to any Third Party Accounts, you understand that (a) the Company may access, make available and store (if applicable) any content that you have provided to and stored in your Third Party Account (the "SNS Content") so that it is available on and through the Service via your account, including without limitation any friend lists, and (b) the Company may submit and receive additional information to your Third Party Account to the extent you are notified when you link your account with the Third Party Account. Unless otherwise specified in these Terms of Service, all SNS Content, if any, shall be considered to be User Generated Content for all purposes of these Terms of Service. Depending on the Third Party Accounts you choose and subject to the privacy settings that you have set in such Third Party Accounts, personally identifiable information that you post to your Third Party Accounts may be available on and through your account on the Service. Please note that if a Third Party Account or associated service becomes unavailable or the Company's access to such Third Party

Account is terminated by the third party service provider, then SNS Content may no longer be available on and through the Service. You will have the ability to disable the connection between your account on the Service and your Third Party Accounts at any time. PLEASE NOTE THAT YOUR RELATIONSHIP WITH THE THIRD PARTY SERVICE PROVIDERS ASSOCIATED WITH YOUR THIRD PARTY ACCOUNTS IS GOVERNED SOLELY BY YOUR AGREEMENT(S) WITH SUCH THIRD PARTY SERVICE PROVIDERS. The Company makes no effort to review any SNS Content for any purpose, including but not limited to, for accuracy, legality or non-infringement, and the Company is not responsible for any SNS Content. You acknowledge and agree that the Company may access your e-mail address book associated with a Third Party Account and your contacts list stored on your mobile device or tablet computer solely for the purposes of identifying and informing you of those contacts who have also registered to use the Service. At your request made via e-mail to privacy@healthylovedones.com, the Company will deactivate the connection between the Service and your Third Party Account and delete any information stored on the Company's servers that was obtained through such Third Party Account, except the username and profile picture that become associated with your account.

12. Worker Classification and Withholdings

- 12.1 Each User assumes all liability for proper classification of such User's workers as independent contractors or employees based on applicable legal guidelines.
- 12.2 Users do not have authority to enter into written or oral — whether implied or express — contracts on behalf of the Company. Each User acknowledges that the Company does not, in any way, supervise, direct, or control a Caregiver's work or HH Services performed in any manner. The Company does not set a Caregiver's work hours or location of work. The Company will not provide any equipment, labor or materials needed for a particular HH Service.
- 12.3 The Service is not an employment service and the Company does not serve as an employer of any User. As such, the Company will not be liable for any tax or withholding, including but not limited to unemployment insurance, employer's liability, social security or payroll withholding tax in connection with your use of Users' services.
- 12.4 You agree to indemnify, hold harmless and defend the Company from any and all claims that a Caregiver was misclassified as an independent contractor, any liabilities arising from a determination by a court, arbitrator, government agency or other body that a Caregiver was misclassified as an employee (including, but not limited to, taxes, penalties, interest and attorney's fees), any claim that the Company was an employer or joint employer of a Caregiver, as well as claims under any employment-related laws, such as those relating to employment termination, employment discrimination, harassment or retaliation, as well as any claims for overtime pay, sick leave, holiday or vacation pay, retirement benefits, worker's compensation benefits, unemployment benefits, or any other employee benefits.

13A. HealthyLovedOnes Insurance Policy

- 13A.1 The HealthyLovedOnes Insurance Policy provides protection for [up to (a) HKD 10,000,000 in damages arising from (i) property damage to Clients or third parties arising directly from a Caregiver's negligence in performance of a HH Service through the Service and (ii) bodily injury to Clients or third parties arising directly from a Caregiver's negligence in the performance of a HH Service through the Service; and (b) USD 10,000 per occurrence from theft of a Client or third party's property by a Caregiver during performance of a HH Service through the Service.] These payments are subject to certain conditions, limitations and exclusions, as described in the

HealthyLovedOnesInsurance Terms available at www.healthylovedones.com/insurance. Insurance will begin on 01 January, 2019.

13B. HealthyLovedOnes Guarantee

- 13B.1 Within 24 hours commencing from the time a Client receives confirmation through the Service or via email that a HH Service has been completed, the Client has the right to notify the Company in writing that the Client is not satisfied with the relevant HH Service and refuse payment of any or full amount of the relevant Invoice. The Client shall provide to the Company, together with the abovementioned notification, the reason for his/her/its dissatisfaction of the relevant HH Services. The Company reserves its right to request for further information from the Client as deems necessary.
- 13B.2 Subject to this Clause 13B of these Terms of Service, in the event that the Client exercises his/her/its right to refuse payment of the relevant Invoice pursuant to Clause 4.5 of these Terms of Service, the Company agrees and guarantees to the relevant Caregiver that it shall be responsible to make the relevant full or shortfall of (a) the HH Service Payment; (b) any amount of pocket expenses agreed with and submitted by the Caregiver in connection with the HH Service; and (c) any tip or gratuity (as applicable) to the Caregiver as soon as practicable, in any event, no later than twenty-four (24) hours after the HH Service has been completed (the "HealthyLovedOnes Guarantee").

14. Ownership and Intellectual Property Rights

- 14.1 The Site and mobile applications (if any) relevant to the provision of the Service are protected by copyright, trademark and other laws in Hong Kong. Each User acknowledges and agrees that all associated intellectual property rights are the exclusive property of the Company and its licensors (as applicable). Each User agrees that he/she will not remove, alter or obscure any copyright, trademark, service mark or other proprietary rights notices incorporated in or accompanying the Site and mobile applications (if any) relevant to the provision of the Service. All trademarks, service marks, logos, trade names and any other proprietary designations of the Company used in relation to the Service are trademarks or registered trademarks of the Company.
- 14.2 Each User agrees that he/she will not use, copy, adapt, modify, prepare derivative works based upon, distribute, license, sell, transfer, publicly display, publicly perform, transmit, broadcast or otherwise exploit the Site and mobile applications (if any) relevant to the provision of the Service, except as expressly permitted in these Terms of Service. No licenses or rights are granted to any User by implication or otherwise under any intellectual property rights owned or controlled by the Company or its licensors, except for the licenses and rights expressly granted in these Terms of Service.
- 14.3 The Company respects copyright law and expects its Users to do the same. The Company reserves the right to terminate in appropriate circumstances the User's right to use the Service who infringe or are believed to be repeatedly infringing the rights of copyright holders.

15. Confidential Information

- 15.1 You acknowledge that Confidential Information (as hereinafter defined) is a valuable, special and unique asset of the Company and agree that you will not disclose, transfer, use (or seek to induce others to disclose, transfer or use) any Confidential Information for any purpose other

than disclosure to your authorized employees and agents who are bound to maintain the confidentiality of Confidential Information. You shall promptly notify the Company in writing of any circumstances which may constitute unauthorized disclosure, transfer, or use of Confidential Information. You shall use best efforts to protect Confidential Information from unauthorized disclosure, transfer or use. You shall return all originals and any copies of any and all materials containing Confidential Information to the Company upon termination of this Agreement for any reason whatsoever. The term "Confidential Information" shall mean any and all of the Company's trade secrets, confidential and proprietary information and all other information and data of the Company that is not generally known to the public or other third parties who could derive value, economic or otherwise, from its use or disclosure. Confidential Information shall be deemed to include technical data, know-how, research, product plans, products, services, customers, markets, software, developments, inventions, processes, formulas, technology, designs, drawings, engineering, hardware configuration information, marketing, finances or other business information disclosed directly or indirectly in writing, orally or by drawings or observation.

16. Disclaimer

- 16.1 The Company does not itself provide HH Services, and is not an owner, operator, agent or otherwise provider for, any such homecare services. The Company cannot and does not control the quality of HH Services and/or contents posted by the Users on the Site or via its mobile applications. The Company is not responsible and disclaims any and all liability related to thereto accordingly. Accordingly, save and except the Company's obligations under Clauses 13A and 13B of these Terms of Service, any acceptance and action taken in relation to acceptance or provision of HH Services will be accepted or provided at the User's own risk.
- 16.2 Each User understands and agrees that if he/she/it chooses to use the Service, he/she/it does so at his/her/its sole risk. The Service is provided "as is", without warranty of any kind, either express or implied. Save and except the Company's obligations under Clauses 13A and 13B of these Terms of Service, the Company makes no warranty that the Service will meet his/her/its requirements or be available on an uninterrupted, secure or error-free basis.
- 16.3 No advice or information, whether oral or written, obtained from the Company or through the Service will create any warranty not expressly made herein.
- 16.4 Each User is solely responsible for all his/her/its communications and interactions with other User(s), and with other persons with whom he/she/it communicates or interacts as a result of his/her/its use of the Service.
- 16.5 Each User understands that the Company does not make any attempt to verify the statements of its Users.
- 16.6 For the avoidance of doubt, the Company does not warrant or in any way guarantee the Caregiver's suitability to provide HH services, including but not limited to whether the Caregiver has the relevant accreditation, registration or licence in compliance of the relevant laws and regulations.
- 16.7 The Company makes no representations or warranties as to the conduct of its Users and/or the Service or their compatibility with any current or future Users.
- 16.8 Each User understands that when using the Service, he/she will be exposed to content from a variety of sources, and that the Company is not responsible for the accuracy, usefulness, safety, or intellectual property rights of or relating to such content, and that such content are not the responsibility of the Company. Each User further understands and acknowledges that he/she/it may be exposed to content that are inaccurate, offensive, indecent, or objectionable, and each

User agrees to waive, and hereby do waive, any legal or equitable rights or remedies he/she/it has or may have against the Company with respect thereto, and agrees to indemnify and hold the Company, its officers, directors, employees, agents, affiliates, and/or licensors, harmless to the maximum extent allowed by applicable laws regarding all matters related to his/her/its use of the Service.

17. Limitation of Liability

- 17.1 Each User acknowledges and agrees that, to the maximum extent permitted by applicable laws and regulations, the entire risk arising out of his/her/its access to and the use of the Service or any contact he/she/it may have with other users of the Service or Users, whether in person or online, remains with him/her/it.
- 17.2 Neither the Company nor any other party involved in creating, producing or delivering the Service will be liable for any incidental, special, exemplary or consequential damages arising out of or in connection with these Terms of Service, from the use or inability to use the Service, whether based on warranty, contract, tort (including negligence), product liability or any other legal theory, whether or not the Company has been informed of the possibility of such damage.

18. Indemnification

- 18.1 Each User agrees to release, defend, indemnify, and hold the Company and its affiliates and subsidiaries, and their officers, directors, employees and agents, harmless from and against any claims, liabilities, damages, losses, and expenses, including, without limitation, reasonable legal and accounting fees, arising out of or in any way connected with (a) his/her/its access to or use of the Service or his/her/its violation of these Terms of Service, applicable laws or regulations; (b) his/her/its User Generated Content; and (c) his/her/its interaction with any User.

19. Governing Law and Dispute Resolution

- 19.1 These Terms of Service shall be governed by and construed in accordance with the laws of Hong Kong. Each User irrevocably agrees that the courts of Hong Kong shall have the exclusive jurisdiction in relation to any claim or dispute concerning or arising from these Terms of Service.

20. Special Promotions

- 20.1 The Company may from time to time provide certain promotional opportunities, sweepstakes and contests to Users. All such promotions will be run at the sole discretion of the Company, and can be activated, modified or removed at any time by the Company without advance notification and the liability of any of the Company's partners pursuant to such promotional opportunities, sweepstakes and contests shall be limited pursuant to Clause 17 of these Terms of Service.

21. No Agency

- 21.1 No agency, partnership, joint venture, employer-employee or franchiser-franchisee relationship is intended or created by this Agreement.

22. General Provisions

- 22.1 These Terms constitute the entire and exclusive understanding and agreement between the Company and each of the Users regarding the Service, and these Terms of Service supersede and replace any and all prior oral or written understandings or agreements between the Company and each of the Users regarding the same.
- 22.2 Each User may not assign or transfer these Terms of Service, by operation of law or otherwise, without the Company's prior written consent. The Company may assign or transfer these Terms of Service, at its sole discretion, without restriction. Subject to the foregoing, these Terms of Service will bind and inure to the benefit of the parties, their successors and permitted assigns.
- 22.3 If any part of these Terms of Service is unenforceable the enforceability of any other part of these Terms of Service will not be affected. All other clauses shall remain in full force and effect.
- 22.4 The failure of the Company to enforce any right or provision of these Terms of Service will not constitute a waiver of future enforcement of that right or provision. The waiver of any such right or provision will be effective only if in writing and signed by a duly authorized representative of the Company. Except as expressly set forth in these Terms of Service, the exercise by either party of any of its remedies under these Terms of Service will be without prejudice to its other remedies under these Terms of Service or otherwise.

23. Changes to this Agreement and the Service

- 23.1 The Company reserves the right, at its sole and absolute discretion, to change, modify, add to, supplement or delete any of the terms and conditions of this Agreement (including the Privacy Policy and Community Guideline) and review, improve, modify or discontinue, temporarily or permanently, the Service or any content or information through the Service at any time, effective with or without prior notice and without any liability to the Company. If the Company makes any changes to this Agreement, it will post the modifications via the Site or via its mobile applications (if any) or otherwise provide you with notice of the modifications. The Company will also update the "Last updated date" at the top of these Terms of Service. 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 terminate, and immediately stop using, the Service. Your continued use of the Service following any revision to this Agreement constitutes your complete and irrevocable acceptance of any and all such changes. If the modified Terms of Service are not acceptable to you, your only recourse is to cease using the Service. The Company may change, modify, suspend, or discontinue any aspect of the Service at any time without notice or liability. The Company may also impose limits on certain features or restrict your access to parts or all of the Service without notice or liability.