**TERMS AND CONDITIONS OF USE OF THE APPLICATION**

Terms and conditions of use should govern your access and use, as a physical person, in NEED HAND Brasil, for applications, sites, contents and services provided by the company NEED HAND APP SERVICES NETWORK BRASIL LTDA, a limited liability company established in Brazil and registered in the National Register of Legal Entities of the Ministry of Finance (CNPJ / MF) under number 07.444.456 / 0001-90.

**PLEASE READ THESE TERMS OF USE CAREFULLY BEFORE STARTING THE ACCESS OR USING THE SERVICES**.

**ABOUT DEFINITIONS**

By accessing and using the services you agree to these terms and conditions, which establish the contractual relationship between you and NEED HAND. If you do not agree to the terms and conditions, you will not be able to access or use the services.

Any and all updating, revision, modification and replacement, supersedes all previous agreements, terms and conditions between you and NEED HAND.

NEED HAND may immediately terminate these terms or any services in relation to you or, in general, deny you access or cease to offer services or any part thereof, at any time and for any reason.

Additional terms may apply in specific situations, such as promotions, activities, events, and other situations, in which there will be an additional term to be disclosed in relation to the respective service. It is therefore considered that this additional term is complementary to this term.

NEED HAND reserves the right to change the terms of the services at any time. And any such amendment shall take effect as soon as NEED HAND publishes the updated version of the terms here, and your continued access to and use of the services after this publication represents your consent to the new rules and changes.

NEED HAND or any of its affiliates may provide the claims or insurer management with any information necessary to resolve any claim, conflict or litigation involving you and the service provider where such information is necessary for the resolution of the dispute .

Application: means the software, proprietary of NEED HAND, through which the user can access, make requests, and make payments.

**1. APPLICATION**

Subject to compliance with these Terms, NEED HAND grants you a limited, non-exclusive, non-sublicensable, revocable, non-transferable license to: I- access and use of the applications on your personal device, exclusively for use of the services; II- access to and use of any content, information and related material that may be made available through the services, in each case, for your personal, NEVER commercial use. Any rights not expressly granted by these Terms.

**2. USER CONFIDENTIAL AND SECURITY INFORMATION**

NEED HAND is committed to maintaining the security and confidentiality of data and information made available to the application's functionality. In no event will NEED HAND sell or make available the user's information, and it can only be used for the following purposes, with which you expressly agree and revokel: I- to send the user any administrative notification, alerts and announcements relevant to it; II - to fulfill the purpose of the application; III- to accomplish goals, statistics, monitoring, enhancement of functions and requests within the application; IV- for marketing research, NEED HAND new project planning; V- to identify new user needs, as well as solving possible problems; all and any changes to the registration information provided by the user, the user undertakes to inform and change in the application of NEED HAND in such a way to maintain the perfect operation of the application. The login information and password to access the application are personal and non-transferable, at the sole responsibility of the user. If you suspect theft or fraud, the user is obliged to immediately notify NEED HAND, as well as to arrange the change of the password immediately.

**3. INTELLECTUAL PROPERTY**

You do not hereby acquire any intellectual property rights or other proprietary rights, including patents, trademarks, designs, copyrights, or rights over confidential information or business secrets, over or relating to the application or any portion thereof. The user also does not acquire any rights over or related to the application or any part of it, besides the rights expressly listed in this document. Any rights not expressly granted herein are reserved to NEED HAND.

**3.1 OWNERSHIP**

The services and all rights over them are and will remain the property of NEED HAND. The use of the trademark, logo, name, trademark or any other form that identifies NEED HAND is prohibited.

**3.2. RESTRICTIONS**

You may not:

I- remove any copyright notice, trademark right or notice of ownership of any part of the services;

II - distribute, license, lease, sell or resell, assign, reproduce, modify, transfer, display, transmit, or otherwise exploit the services, except as expressly permitted and granted by NEED HAND;

III- modify in any way the operation of the application, obtain information of data, search for any purpose, unduly burden or damage any operation and / or functionality of any aspect of the services;

IV- try to obtain access to functions, services, information or data in an unauthorized way to the services or systems the network.

**OF SERVICES**

The services integrate a technology platform that allows the user to locate service providers, INDEPENDENTS, for the solution of various activities and functions.

In this way, **YOU RECOGNIZE THAT NEED HAND IS NOT A BUYER OF GOODS AND DOES NOT PROVIDE SERVICES TO THE USER, PERFORMS ONLY THE INTERMEDIATION OF THE PROVIDER INDEPENDENT OF THE USER, AND THAT THESE INDEPENDENT PROVIDERS ARE NOT EMPLOYEES AND NEITHER REPRESENT NEITHER NEED HAND, NOR THEIR AFFILIATES.**

The services are part of a technology platform that allows application users to arrange and schedule various services with independent professionals, such as:

- tv installer

- shower installer

- plumber

- electrician

- gardener

- manicure

- cleaning professional

- professional ironing

- professional of domestic and / or business organization

- personal trainer

All services will be available to be realized in a short time, depending on the service providers available at the moment of the request.

**YOU ACKNOWLEDGE THAT NEED HAND IS NOT A BUYER OF GOODS AND DOES NOT PROVIDE SERVICES TO THE FINAL USER, THAT SERVICE PROVIDERS ARE INDEPENDENT PHYSICAL PERSONS WHO ARE NOT OFFICIALS AND WHO ARE NOT NEED HAND REPRESENTATIVES.**

**6. SERVICE PROVIDER'S REGISTRATION**

In order to use the services, the service provider must read and sign the service agreement (attached document) with NEED HAND, which consists of the provision of business intermediation service, according to Law.

You must also register and maintain your personal service user account active. You must be at least 18 years of age to enter you personal information, such as full name, full address, cell phone number and date of birth, as well as the registration of a valid form of receipt (bank account in the country) and agree to keep the information current, correct and true. If the information is not true or the form of receipt is invalid, you will be unable to provide the services available.

The service provider, after signing the service contract, will be registered and must maintain all information regarding the updated registration, under penalty of contractual termination.

To register you will be required tompresent the following documents:

- Valid ID;

- valid Passport;

- valid criminal record check;

For the provision of services with technical requirements, valid professional certification, in force in this country, will be required.

NEED HAND reserves the right to verify any and all personal information, from the user providing the service, with the competent bodies, such as the Federal Revenue Service, the Federal Police, the Secretariat of Public Security, technical bodies and councils.

**6.1 CONTRACTOR'S OBLIGATIONS**

The service provider, after signing the service contract, will be registered and must maintain all information regarding the updated registration, under penalty of contractual termination. The service providers shall: - accept the services they have knowledge and ability to perform, and only these; - Identify themselves as NEED HAND-APP service providers; - Perform the service in a clear, objective and effective manner; - Execute the service with materials of excellent quality, when applicable; - the Service Provider shall not sell products on behalf of NEED HAND.

**7. LIMITATION OF LIABILITY AND INDEMNITY**

**7.1 RESPONSIBILITY WITH THE USER NEED HAND** will be responsible for any damages incurred during the provision of third party service, in the value the insurance in force for service rendering. NEED HAND reserves the right to charge a the third party (service provider) for any damages incurred during the provision of the service, not exceeding the amount of US$ 500.00 (Five Hundred ), in case of fraud or negligence.

**7.2 RESPONSIBILITY WITH THE SERVICE PROVIDER**

NEED HAND will not respond, under any circumstances, even if in solidarity or subsidiary:

a) for possible damages suffered by the service provider due to the decision making, choice, acceptance of the available service;

b) for any damages suffered as a result of a failure in the computer system, internet, connection, telecommunication line, or other necessary communication with NEED HAND;

c) for situations of unforeseeable circumstances or force majeure, pursuant to art. 393 of the Brazilian Civil Code; d) In no case shall NEED HAND be liable for personal injury or any incidental, special, direct or indirect, loss of profits.

**8. PAYMENT FOR SERVICES**

It is understood as payment, the value of the national currency (dollar - $), fixed in the request of the service via NEED HAND-APP, for the use of the service. After completion of the service, NEED HAND will charge the fees on behalf of the third and independent service provider, as the exclusive intermediary of the third party service provider. Payment of the fees in these terms will be considered as a payment made directly from the user to the third party provider. The payment of the service by the user is definitive and non-refundable, unless otherwise determined by NEED HAND and will be due immediately. The form of payment will be the one chosen by the user and provided in his personal account, after confirmation of payment the receipt will be sent in the electronic mail, also provided in the personal account of the user, as it will be available in the application itself. The values ​​between NEED HAND and the user may be reviewed, updated at any time, at the sole discretion of NEED HAND, and the user acknowledges and accepts that the values ​​may change according to the region and demand. All added information will be provided clearly within the application. NEED HAND may, in its discretion, send promotions, promotional codes, discounts, for a fixed period or for requested service. NEED HAND does not stipulate any amount to be paid directly to the service provider, as a tip or gratuity. Therefore, any amount paid directly to the service provider will be freely chosen by the user, who voluntarily did so. The user, understands and accepts that this amount paid of free will, WILL NOT BE REDUCED from the value previously accepted by the executed service.

**8.1 CANCELLATION OF SERVICE**

The service may be canceled, at no charge to the user, in the following situations:

- before acceptance of the service provider;

- from the moment of acceptance of the provider, cancellation can be done in 10 minutes, without charge;

**8.2 CANCELLATION CHARGE**

After 11 minutes, if the user cancels the service, there will be a cancellation fee charged at the rate of 15% (fifteen percent) of the rate presented for the service.

**9. THE FORUM**

The United States was chosen as a compulsory forum..

**10. GENERAL PROVISIONS**

You may not assign or transfer these Terms, either in whole or in part, without the prior consent of NEED HAND.

This contract shall be governed by the laws in force in the United States.

I AGREE TO THE Terms and Conditions