

Hourvillage Terms of Service

Your use of the websites, mobile applications and services (collectively, the “**Services**”) provided by Hourvillage Pte. Ltd. (“**Hourvillage**”) and any operating rules, policies, procedures and terms related to such use are governed by these Terms of Service (“**Terms**”).

Any capitalised terms not defined herein shall have the same meaning as ascribed to it in Hourvillage’s Privacy Policy.

1. General

These Terms applies to all users of the Services, including without limitation users who are Givers (as defined below), Getters (as defined below), or contributors of content, information and other materials and are entered into between you and Hourvillage.

By your utilisation of the Services in any manner, including but not limited to visiting or browsing the Services, you agree to strictly observe and be bound by these Terms and the additional terms and conditions and policies referenced herein and/or which are available by hyperlink.

Hourvillage reserves the right to change, amend or modify these Terms at any time. You will be deemed to have agreed to the amended Terms by your continued use of the Services following the date on which the amended Terms are published here.

If you have any questions, please refer to the Help section of the Services.

2. Use of the Services

Subject to your compliance at all times with these Terms, Hourvillage hereby grants to you a limited, non-exclusive, revocable (with or without cause), non-transferable right and license to use the Services.

You shall use the Services in accordance with these Terms and shall not:

- Copy, decompile, reverse engineer, disassemble, attempt to derive the source code of, decrypt, interfere with, or disrupt the integrity or the performance of the Services.
- Upload any Content (as defined below) that violates or infringes another party’s rights of publicity, privacy, copyright, trademark or any other intellectual property right.
- Make any modification, improvement, adaptation, enhancement, translation or derivative work from the Services.
- Intentionally or unintentionally violate any applicable laws, rules or regulations in connection with your access or use of the Services.

- Use the Services in breach of or to circumvent any sanctions or embargo.
- Remove, alter or obscure any proprietary notice (including any notice of copyright and trademark) of Hourvillage or its affiliates, partners, suppliers or licensors.
- Use the Services to create or promote a product, service or software that is, directly or indirectly, competitive with or in any way a substitute for the Services or any services, product or software offered by Hourvillage.
- Use the Services for any purpose for which it is not designed or intended.
- Upload to, or transmit through the Services any data, file, software or link that contains or redirects to a virus, Trojan horse, worm or other harmful components.
- Use any scraper, robot, bot, spider, crawler or any other automated device or means to access, acquire, copy or monitor any portion of the Services, or any data or Content found or accessed through the Services.
- Use any proprietary information or interfaces of Hourvillage or any other intellectual property of Hourvillage in the design, development, manufacture, licensing or distribution of any application, accessories or devices for use with the Services.
- Use the Services to send, post, or otherwise communicate any Content which is offensive, indecent, threatening, abusive, insulting, harassing, defamatory, libellous, deceptive, fraudulent, tortious, obscene, profane, invasive of another person's privacy, or racially, ethnically, religiously or otherwise objectionable.
- Use the Services to send automated, unsolicited or unauthorised messages through any digital means, advertising or promotional material or any junk mail, spam or chain letters.
- Collect any information (including without limitation, email addresses and the content of the user profiles) in respect of other users without their consent.
- Authorise or encourage anyone to do any of the foregoing.

Please note that any violation of the above may, at any time without prior notice to you, result in a warning, temporary limit or suspension or immediate termination of your Account or your access to the Services. In certain cases, it may also result in the reporting of your conduct to the relevant authorities, or legal action, as may be appropriate in the sole discretion of Hourvillage.

3. Account

You will need to have created and registered an account with Hourvillage (“**Account**”) in order to use certain parts of the Services. When you create an Account, you represent and warrant to Hourvillage that:

- If you are individual, you are at least 18 years of age.
- You are capable of entering into and performing legally binding contracts under applicable law.
- If you are representing a company, organisation or any other legal entity (“**Entity**”), you have authority to bind the Entity to these Terms.
- All information which you provide is accurate, up to date, truthful and complete.

If you are under 18 years of age, you may only use the Services if you have obtained the consent of and are being supervised by your parent or legal guardian who shall be responsible for all your activities.

You are responsible for all activities under your Account. You, therefore agree to:

- Keep the information in your Account up to date at all times.
- Keep your password secure.
- Comply with Hourvillage’s policies, guidelines, and all applicable laws with respect to your activities and the Content which you upload to the Services.

You shall not at any time set up multiple Accounts, or transfer or sell your Account or user ID to another party. You must not use another user’s Account without their express permission.

4. Hourvillage is a Platform

Hourvillage provides a platform in the form of a social marketplace for users to interact with each other, and to engage in the exchange of Skills, where the applicable medium of exchange is time. Hourvillage does not pre-screen a user or the Content provided by a user, nor is Hourvillage directly involved in transactions between users. Consequently, Hourvillage has no control over, and you agree that Hourvillage is not responsible or liable for, any of the following:

- Any Content posted by users. The safety, quality, morality or legality of any aspect of the Skills listed by any user.
- The truth or accuracy of the level of expertise that any user professes to possess in relation to the Skills listed by the relevant user.

- The true identity, age, gender, occupation, geographical location, or nationality of a user.

You are encouraged to use the functions and/or features on the Services to communicate with other users and/or to find out more about the Skills which a user has listed and/or offered. However, we strongly urge that you should at all times exercise common sense and good judgment in your interactions with all users. While Hourvillage endeavours to keep the Services safe for everyone, your use of the Services and your interactions with other users is entirely at your own risk.

5. Linking to our Site

Linking to our homepage is permitted, provided that you do so in a way that is fair and legal and does not damage our reputation or take advantage of it in any way.

You are prohibited from establishing a link in such any way that would suggest any form of association, approval or endorsement on our part where none exists.

Additionally, you must not establish a link to our site in any website that is not owned by you. Our site must not be framed on any other site, nor may you create a link to any part of our site other than the home page. The website in which you are linking must comply at all times in all respects with the Terms.

We reserve the right to withdraw linking permission without notice.

6. Content

The Services permit users to create listings and share content, such as photos, videos, comments, data, text, links and other information ("**Content**").

Ownership rights in the Content which you upload or share on the Services are retained by you, but you grant Hourvillage a worldwide, fully-paid, royalty-free, sub-licensable, and transferrable licence to use, host, store, display, reproduce, modify, adapt, edit, publish, archive, cache, index and distribute such Content (subject to Hourvillage's Privacy Policy) for the purpose of operating, developing, providing, promoting, and improving the Services and to research and develop new products and services.

You understand and agree that you are solely responsible in respect of the Content which you post or share on or through the Services and any loss or damage which you sustain as result of such Content is solely your responsibility.

In particular, your Content must not:

- Be defamatory of any person.
- Be obscene, offensive, hateful or inflammatory.
- Promote sexually explicit material.

- Promote violence.
- Promote discrimination based on race, gender, religion, nationality, disability, sexual orientation or age.
- Infringe any copyright, database right or trade mark of any other person.
- Be likely to deceive any person.
- Breach any legal duty owed to a third party, such as a contractual duty or a duty of confidence.
- Promote any illegal activity.
- Be in contempt of court.
- Be threatening, abuse or invade another's privacy, or cause annoyance, inconvenience or needless anxiety.
- Be likely to harass, upset, embarrass, alarm or annoy any person.
- Impersonate any person, or misrepresent your identity or affiliation with any person.
- Give the impression that your Content emanates from Hourvillage
- Advocate, promote, incite any party to commit, or assist any unlawful or criminal act such as (by way of example only) copyright infringement or computer misuse.
- Contain a statement which you know or believe, or have reasonable grounds for believing, that members of the public to whom the statement is, or is to be, published are likely to understand as a direct or indirect encouragement or other inducement to the commission, preparation or instigation of acts of terrorism.
- Contain any advertising or promote any services or web links to other sites.

You acknowledge that Hourvillage does not pre-screen Content uploaded by users. Hourvillage shall have the right (but not the obligation) in its sole discretion to refuse, delete or move any Content that is available on the Services. Without limiting the foregoing, Hourvillage shall have the right to remove Content in any of the following events:

- If the Content is in breach of these Terms.
- If Hourvillage has received a complaint or notice of infringement in respect of the Content.
- If the Content is otherwise objectionable.

Hourvillage may also block Content and the delivery of a communication (including, without limitation, feedback, postings, messages and/or chats) to or from the Services as part of efforts to protect the Services or users, or to otherwise enforce these Terms.

7. Skills Exchange on Hourvillage

When utilising the Services to create a listing and in offering to provide any particular Skill to other users, you agree to comply with the following:

- All listings must comply with these Terms and Hourvillage's policies, which can be found at www.hourvillage.com/policies
- You must provide and set out a fair and accurate description of each Skill.
- Your listing/offering of any Skill may include text, descriptions, graphics, images and other content relevant to the item.
- All Skills must be listed in the appropriate category.

Without prejudice to the rest of these Terms and Hourvillage's policies, you warrant, in respect of each Skill which you offer on the Services, that:

- You are reasonably proficient and/or possess sufficient expertise in the Skill which you list/offer.
- The Skill you offer is not illegal and complies with all laws and regulations which apply to that Skill, as the case may be.
- The Skill is not dangerous, hazardous or may cause grievous harm to others.
- When providing any Skill to a Getter (as defined below) through the Services, save for the applicable time credit/reward that you are entitled to receive on the Hourvillage platform for the provision of such Skill, you will not procure, arrange for, and/or receive any additional forms of remuneration, payments and/or benefits (whether in cash or in kind), in relation to and/or in connection with the provision of the same Skill at the relevant time.

All offers made and accepted through the Services are binding.

If you are a user ("**Giver**") who has accepted another user's ("**Getter**") request for a Skill:

- You may not misrepresent the level of proficiency and expertise that you possess in respect of the Skill which you offer/list.
- You agree to complete the transaction with the Getter in a prompt manner unless there is an exceptional circumstance, for instance, if the Getter fails to meet the terms of your listing (such as meet-up location or otherwise), or you cannot authenticate the Getter's identity.

In communicating with another user through the Services to arrange for the provision of Skills by either yourself or another user as the case may be ("**Transaction**"), you may obtain personal information of that user, such as their email address, phone number and mailing address. In such cases, you shall use such information solely for the purpose of the Transaction save where you have obtained the prior written consent of the other user to use such information for another purpose.

Notwithstanding the foregoing, as Hourvillage is not involved in Transactions which are considered to take place solely between users, Hourvillage cannot ensure that a user will follow through and complete a Transaction that has been agreed upon. If a user does not complete a Transaction, you are of course entitled to give the user negative feedback and/or notify Hourvillage of such a situation.

8. Disputes with users

If you get into a dispute with another user of our Services, you are encouraged to make contact with that user to resolve the situation amicably. In the event that you notify Hourvillage of the dispute, Hourvillage will attempt in good faith to facilitate resolution of the dispute but is at all times under no obligation to resolve the same. You release and agree not to hold Hourvillage liable in respect of any claims, demands and/or damages arising out of your disputes with other users of our Services.

9. Privacy

Your privacy is very important to us at Hourvillage. In connection with this, we have provided you with the Hourvillage Privacy Policy which sets out and explains our privacy practices, a copy of which can be found at www.hourvillage.com/policies. Please review the Privacy Policy to understand how Hourvillage collects, uses and discloses the information collected from you.

10. Intellectual Property

You acknowledge and agree that the Services and all copyright, patents, trademarks, trade secrets and other intellectual property rights associated thereto (including without limitation, any texts, graphics, user interfaces, visual interfaces, photographs, marks, logos, sounds, music, artwork and computer code) are, and shall remain at all times, the property of Hourvillage. Furthermore, you acknowledge and agree that the source and object code of the Services and the format, directories, algorithms, queries, structure and organization of the Services are the intellectual property and proprietary and confidential information of Hourvillage. You are not granted any intellectual property rights in and to the Services not expressly granted in these Terms and such rights are hereby reserved and retained by Hourvillage.

The Services may utilise or include third party software that is subject to open source and third party licence terms ("**Third Party Software**"). You acknowledge and agree that your right to use such Third Party Software as part of the Services is subject to and governed by the terms and conditions of the open source and third party licenses applicable to such Third Party Software, including, without limitation, any applicable acknowledgements, licence terms and disclaimers contained therein. In the

event of a conflict between these Terms and the terms of such open source or third party licences, the terms of the open source or third party licences shall prevail with regard to your use of the relevant third party software. In no event shall the Services or components thereof be deemed to be open source or publicly available software. We accept no responsibility for the Third Party Software or for any loss or damage that may arise from your use thereof.

You are not authorised by Hourvillage to use Hourvillage's trademarks in any advertising, publicity or in any other commercial manner without the prior written consent of Hourvillage, which may be withheld for any or no reason.

11. Reporting Unauthorised Content

Hourvillage respects the intellectual property rights of others and we expect the same of our users. If you believe that there has been unauthorised use of your intellectual property rights by a user, please go to the 'Help & Support' > "Report an Issue" section in the mobile app to report the same to us.

Hourvillage reserves the right to suspend or terminate your account and/or your access to the Services if there are complaints received against you of intellectual property infringement.

12. Suspension and Termination

You may deactivate your Account at any time through the ["Settings" section of your Account].

Hourvillage reserves the right to, at its sole discretion, and without liability:

- Suspend or terminate your Account and/or your access to the Services at any time, for any reason, and without advance notice.
- Change, modify, suspend or discontinue, whether temporarily or permanently, the whole or any part of the Services at any time, for any reason, and without advance notice.

You acknowledge and agree that if you deactivate your Account or if we suspend or terminate your Account, you may lose the information previously uploaded and/or associated with your Account, including Content. It is therefore your responsibility to back up the Content which you upload to the Services.

Upon termination of your Account, all licenses and rights granted to you in these Terms will cease and terminate immediately.

13. Breach of these Terms

Please note that any failure to comply with these Terms constitutes a material breach of the Terms and may result in Hourvillage taking all or any of the following actions:

- Immediate, temporary or permanent withdrawal of your right to use the Services.
- Immediate, temporary or permanent removal of your Content uploaded to any version of the platform by you.
- Issue of a warning to you.
- Legal proceedings against you for reimbursement of all costs on an indemnity basis (including, but not limited to, reasonable administrative and legal costs) resulting from the breach.
- Further legal action against you.
- Disclosure of such information to law enforcement authorities as Hourvillage may decide in its sole discretion.

Any liability on our part for any and all actions that we may take in response to breaches of these Terms is expressly excluded. Do note that the actions we may take in such a case are not limited to those described above, and we may take any other action that we reasonably deem appropriate.

14. No Warranty

You acknowledge and agree that the Services are provided on an “as is” and “as available” basis, and that your use of or reliance upon the Services and any content, products or services accessed or obtained thereby is at your sole risk and discretion.

Hourvillage does not represent or warrant that: (a) the use of the Services will be timely, secure, uninterrupted or error free or that they will be compatible or operate in combination with any other hardware, software, system or data; (b) the Services will meet your requirements or expectations; (c) errors or defects in the Services will be corrected; or (d) the Services and Hourvillage’s servers are free of viruses or other harmful components.

All conditions, representations and warranties, whether express, implied, statutory or otherwise, including, without limitation, any implied warranties of merchantability, fitness for a particular purpose, and non-infringement, are hereby excluded and disclaimed to the fullest extent permitted under the law.

The Services may be subject to limitations, delays, and other problems inherent in the use of the Internet and electronic communications (including problems inherent to the computer or electronic device you use). Hourvillage is not responsible for any delays, delivery failures, damages, or losses resulting from such problems.

No advice or information, whether oral or written, obtained by you from Hourvillage or from the Services shall create any representation, warranty or guarantee. Furthermore, you acknowledge that Hourvillage has no obligation to support or maintain the Services.

Hourvillage disclaims any and all liability or responsibility in relation to the content made available through the Services, including but not limited to the Content uploaded by users or the third party content and services. Hourvillage is not responsible or liable in any manner for the third party content and services associated with or utilized in connection with the Services, including the failure of such third party content and services.

15. Limitation of Liability

YOU ACKNOWLEDGE AND AGREE THAT YOUR ONLY RIGHT WITH RESPECT TO ANY PROBLEMS OR DISSATISFACTION WITH THE SERVICES IS TO REQUEST FOR TERMINATION OF YOUR ACCOUNT AND/OR DISCONTINUATION OF USE OF THE SERVICES.

IN NO EVENT SHALL HOURVILLAGE OR ITS DIRECTORS, SHAREHOLDERS, EMPLOYEES, SUBSIDIARIES, AFFILIATES, PARTNERS, SUPPLIERS OR LICENSORS BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES ARISING OUT OF OR IN CONNECTION WITH YOUR ACCESS OR USE OF OR RELIANCE OR INABILITY TO ACCESS OR USE THE SERVICES OR ANY THIRD PARTY CONTENT AND SERVICES, OR ARISING OUT OF OR IN CONNECTION WITH YOUR CONDUCT OR THE CONDUCT OF OTHER USERS IN CONNECTION WITH THE USE OF THE SERVICES INCLUDING WITHOUT LIMITATION DEATH, BODILY INJURY, EMOTIONAL DISTRESS AND/OR OTHER DAMAGES RESULTING FROM COMMUNICATIONS OR MEETINGS WITH OTHER USERS OR PERSONS YOU MEET THROUGH THE SERVICES, WHETHER OR NOT THE DAMAGES WERE FORESEEABLE AND WHETHER OR NOT HOURVILLAGE WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, HOURVILLAGE'S AGGREGATE LIABILITY TO YOU (WHETHER UNDER CONTRACT, TORT, STATUTE OR OTHERWISE) SHALL NOT EXCEED THE AMOUNT OF SINGAPORE DOLLARS ONE ONLY (S\$1.00). THE FOREGOING LIMITATIONS WILL APPLY EVEN IF THE ABOVE STATED REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

16. Indemnity

You will at all times indemnify, defend and hold harmless Hourvillage, its subsidiaries, affiliates, partners, suppliers, licensors, shareholders, directors, officers, employees, independent contractors and agents and all successors and/or assigns from and against any and all actions, claims, proceedings, damages, losses, costs and expenses (including attorneys' fees) arising out of or resulting from: (a) your use of the Services; (b) your Content; (c) any use of your Account; (d) your breach of these Terms; (e) your breach of any statutory requirement, duty or law; or (f) your violation of any rights of another person or entity.

17. User Feedback

Hourvillage is pleased to hear from users and welcomes your comments and/or feedback regarding the Services. If you send Hourvillage your feedback, ideas and materials (collectively, “**Feedback**”), you understand and agree that by submitting such Feedback to Hourvillage, you irrevocably assign to Hourvillage, free of charge, all worldwide rights, title and interest in all copyrights and any other intellectual property rights in such Feedback. Upon receipt of Feedback, Hourvillage will be entitled to use such Feedback for any purpose whatsoever without restriction and without compensating you in any way, and by submitting Feedback, you represent and warrant to Hourvillage that you have the right to do so.

18. Compatibility

Hourvillage does not warrant that the Services will be compatible or interoperable with your device or any other piece of hardware, software, equipment or device installed on or used in connection with your device. Furthermore, you acknowledge that compatibility and interoperability problems can cause the performance of your device to diminish or fail completely, and may result in permanent damage to your device, loss of data located on your device, and corruption of the software and files located on your device. You further acknowledge and agree that Hourvillage and its subsidiaries, affiliates, partners, suppliers and licensors shall have no liability to you for any losses suffered resulting from or arising in connection with any such compatibility or interoperability problems.

19. Miscellaneous

No agency, partnership, joint venture, employee-employer or franchiser-franchisee relationship is intended or created by these Terms.

Except as provided herein, any failure by Hourvillage to exercise a right or require performance of an obligation in these Terms shall not affect Hourvillage’s ability to exercise such right or require such performance at any time thereafter nor shall the waiver of a breach of these Terms constitute a waiver of any subsequent breach.

If any provision of these Terms is or becomes illegal, invalid or unenforceable in any respect, then such provision will be modified to reflect the parties' intention, and all remaining provisions of these Terms (insofar as they are severable from such illegal, invalid or unenforceable provisions) shall in no way be affected or impaired and shall remain in full force and effect.

You shall not assign any rights or delegate any obligations herein without our prior written consent and any attempted assignment or delegation in contravention of this provision shall be null and void and of no force or effect. The Terms will bind and inure to the benefit of each party’s successors and permitted assigns.

These Terms constitute the entire agreement between you and Hourvillage and supersedes all prior or contemporaneous understandings and/or agreements between you and Hourvillage.

20. Governing Law and Jurisdiction

You hereby agree that the laws of Singapore shall govern these Terms and that the courts of Singapore shall have non-exclusive jurisdiction over any dispute arising out of or in connection with these Terms.

Effective on 11 October 2017

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