

HYLPERS – TERMS AND CONDITIONS

Last Updated: 30/11/2024

Welcome to Hylpers, a platform operated by Hylpers L.L.C-FZ, offering a marketplace to connect service seekers with independent service providers in the United Arab Emirates (UAE). By accessing or using our platform, you agree to comply with the following Terms and Conditions.

1. Definitions

- **Service Seekers:** Individuals or businesses using Hylpers to find and engage service providers.
- **Service Providers:** Independent professionals offering services through the Hylpers platform.
- **Platform:** Refers to Hylpers' website, mobile application, or other means of accessing its services.
- **Agreement:** These Terms and Conditions.

2. Contractual Relationship

Your access to and use of the platform constitutes your agreement to these Terms, forming a binding contractual relationship between you and Hylpers. If you do not agree, you may not access or use the platform. Hylpers may modify or terminate these Terms or Services at any time, with changes effective upon posting. Continued platform use constitutes acceptance of the updated Terms.

3. Representations and Warranties

By using the platform, you represent and warrant that:

- You are at least 18 years old.
- You comply with all applicable UAE laws and regulations.

- You are not subject to any economic sanctions that prohibit your platform use. Failure to meet these requirements may result in the suspension of your account.

4. User Accounts and Registration

Only registered users may use the platform. By registering, you agree to:

- Provide accurate, complete, and updated information.
- Maintain the security and confidentiality of your account credentials.
- Use only one account unless authorized by Hylpers to create multiple accounts.

5. Data Protection and Privacy

Hylpers complies with UAE Federal Decree-Law No. 45 of 2021 (Personal Data Protection Law – PDPL) and the UAE Cybercrime Law (Federal Decree-Law No. 34 of 2021). We securely store user data, only collecting information necessary for verification and service purposes. In the event of a data breach, **Hylpers will notify affected users within 72 hours and work with relevant authorities to resolve the breach.**

6. Employment Laws and Consumer Protection

Hylpers facilitates connections between service seekers and providers but does not employ service providers directly. Providers must comply with UAE labor laws and be licensed as independent service providers. Hylpers adheres to the UAE Consumer Protection Law (Federal Law No. 15 of 2020).

For disputes regarding service quality, refunds, or cancellations, users are encouraged to utilize the Hylpers Dispute Resolution Center. Refunds will be processed within 14 business days after approval. If a resolution cannot be reached, disputes may be escalated in accordance with UAE consumer protection laws.

7. Payment and Online Regulations

Hylpers facilitates secure online payments through Telr, ensuring compliance with UAE E-Commerce Law. Service seekers are charged a 20% convenience fee, while service providers keep 100% of their earnings. Both service seekers and providers must abide by Telr's terms and conditions and privacy

policy, available at <https://telr.com/terms-and-condition> (<https://telr.com/terms-and-condition>), <https://telr.com/privacy-policy> (<https://telr.com/privacy-policy>)

8. VAT and Taxation

Hylpers complies with UAE tax regulations and may charge VAT on services provided, where applicable. Service providers are responsible for their tax compliance, including VAT obligations.

9. Handling of Orders, Cancellations, and Refunds

Service Seekers may cancel their orders up to a maximum of 60 minutes before the scheduled booking. If a cancellation occurs less than 60 minutes prior to the booking, the full-service amount will be charged to the service seeker.

Service Providers must also cancel no later than 60 minutes before the confirmed booking. If a cancellation occurs within this 60-minute window, the provider will receive a negative review and a strike. Providers are allowed a maximum of three strikes; upon receiving the third strike, their account will be permanently deactivated.

Hylpers will monitor the frequency of cancellations by service providers. Repeated failures to deliver services without proper cancellation may result in penalties or account suspension, in addition to the strike system.

10. Dispute Resolution and Jurisdiction

Hylpers offers a Dispute Resolution Center. If unresolved, disputes will be subject to UAE courts. Arbitration is an option in compliance with the UAE Arbitration Law (Federal Law No. 6 of 2018).

11. Compliance with Laws and Regulations

- **Cybercrime Law (Federal Decree-Law No. 34 of 2021):** Hylpers ensures user data protection and secure access, monitoring for potential data breaches and ensuring rapid response and notification procedures.
- **Anti-Money Laundering (AML) and Counter-Terrorism Financing (CTF) Laws:** Hylpers complies with AML and CTF laws, ensuring due diligence and monitoring suspicious activities. **Suspicious activity includes, but is not limited to, unusually large transactions, multiple small transactions**

made within a short period, or transactions with users in high-risk countries. Hylpers reserves the right to suspend accounts and report suspicious activity to the appropriate authorities.

- **Health and Safety Regulations:** For services requiring physical interaction, service providers must comply with applicable health, safety, and environmental regulations. **Hylpers ensures that service providers in sectors like childcare, construction, and home maintenance obtain the necessary safety certifications and adhere to UAE health and safety standards.**
- **Dubai Electronic Security Center (DESC) Regulations:** Hylpers implements strict cybersecurity measures in Dubai, ensuring system protection from unauthorized access. **Hylpers conducts regular security audits in line with DESC regulations to ensure compliance.**
- **Dubai Consumer Protection Law:** Hylpers ensures transparency in service descriptions, refund policies, and dispute resolution in line with Dubai consumer protection guidelines.
- **Advertising Compliance:** Hylpers aligns with UAE National Media Council regulations, ensuring that advertisements on the platform are truthful and lawful. Service providers are prohibited from using misleading, false, or offensive content in their advertisements. Violations will result in suspension.

12. Limitation of Liability

Hylpers is not liable for damages or losses arising from platform use or the quality of services provided by independent contractors.