YaHelps
Last updated: July 8, 2019

Terms of Use

GENERAL CONDITIONS

These Terms of Use (“Terms” or “Terms of Service” or “Agreement”) constitute a legally binding agreement between you ("User" or "you" or "your") and YaHelps ("YaHelps" or "we" or "us" or “our” or “Company”). The following terms and conditions, govern your access to and use of YaHelps's mobile application for iOS and Android devices (the "App"), and your access to and use of YaHelps's website located at www.YaHelps.com (the "Website") including any content, functionality and services offered on or through the Website (the "Internet Services") (the Website, the Internet Services, and the App, are collectively referred to as the "YaHelps Platform"), whether as a guest or a registered User.

Please read these Terms of Use carefully before you start to use the YaHelps Platform. By installing the App, by otherwise accessing or using any aspect of the YaHelps Platform, or by clicking to accept or agree to these Terms of Use when this option is made available to you, you accept and agree that you have read, understood, and agree to be bound and abide by these Terms of Use (including the dispute resolution and arbitration provisions) and our Privacy Policy (together herein referred to as this "Agreement"). If you do not agree to this Agreement, you may not access or use the YaHelps Platform.

The headings used in this agreement are included for convenience only and will not limit or otherwise affect these Terms.

By installing the App, clicking to accept or agree to these Terms of Use, or by otherwise accessing and using any aspect of the YaHelps Platform, you represent and warrant that: (a) you are at least 18 years old, are of legal age to form a binding contract with YaHelps in the jurisdiction in which you reside, and are otherwise capable of entering into binding contracts; (b) you have the right, authority and capacity to enter into this Agreement; and (c) if you are using the YaHelps Platform on behalf of a company, entity, or other organization, then you represent and warrant that you are an authorized representative of that entity with the authority to bind that entity to these Terms of Use, and agree to be bound by these Terms of Use on behalf of that entity.

You agree to use YaHelps Platform only for lawful purposes, and that you are responsible for your use of the YaHelps Apps and communications with us, all of which must comply with these Terms of Use. You agree not to use this Platform in any manner that interferes with its normal operation or with any other user's use and enjoyment of the YaHelps Platform. You must not transmit any worms or viruses or any code of a destructive nature. A breach or violation of any of the Terms will result in an immediate termination of your account.

If you do not meet all of these requirements or agree to be bound by the terms and conditions of these Terms of Use you must not use or access the YaHelps Platform.

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY. THESE TERMS AND CONDITIONS INCLUDE AN AGREEMENT TO MANDATORY ARBITRATION, WHICH MEANS THAT YOU AGREE TO SUBMIT ANY DISPUTE RELATED TO YOUR USE OF THE YAHELPS PLATFORM AND/OR THE SERVICES TO BINDING INDIVIDUAL ARBITRATION RATHER THAN PROCEED IN COURT. IF YOU WANT TO OPT-OUT OF THIS MANDATORY ARBITRATION AGREEMENT, THE DISPUTES/ARBITRATION PROVISION BELOW DESCRIBES THE PROCEDURES YOU MUST FOLLOW TO DO SO. THE DISPUTES/ARBITRATION PROVISION ALSO INCLUDES A CLASS ACTION WAIVER, WHICH MEANS THAT YOU AGREE TO PROCEED WITH ANY DISPUTE INDIVIDUALLY AND NOT AS PART OF A CLASS ACTION. THESE TERMS AND CONDITIONS ALSO INCLUDE A JURY WAIVER

MODIFICATION TO THIS TERMS OF USE

Any new features or tools which are added to the current Platform shall also be subject to the Terms of Use. We reserve the right, at our sole discretion, to change, modify or otherwise alter these terms and conditions at any time. Such modifications shall become effective immediately upon the posting thereof. You must review this agreement on a regular basis to keep yourself apprised of any changes. You can find the most recent version of these Terms of Use at any time on this page. If any modification is unacceptable to you, your only recourse is to not use the YaHelps Platform. Your continued use of or access to the YaHelps Platform following the posting of any changes constitutes acceptance of those changes.

TRANSLATION

You may translate these Terms into other languages for your own convenience. Nevertheless, the English version governs your relationship with YaHelps, and any inconsistencies among the different versions will be resolved in favor of the English version.

USING THE YAHELPS PLATFORM

User obligations:

1) To Act Responsibly. You are promising to act responsibly – which means:

You are making the following Promises:

- That you have the right, authority, and capacity to enter into this Agreement on your own behalf and on behalf on any entity for whom you are acting and to abide by all of the terms and conditions contained herein, and that if any aspect of your participation in YaHelps violates provisions of the law to which you are subject, you will cease using the Services and close your account;
- That you are at least 18 years old.
- That you shall not use a false name or email address owned or controlled by another person with the intent to impersonate that person or for any other reason;
- That you shall not use a User ID name that is subject to any rights of a person other than yourself without appropriate authorization;
- That you shall be solely responsible for maintaining the confidentiality of your password;
- That you will update your registration information with YaHelps platform as needed so that it remains true, correct and complete;
- That you will conduct yourself in a professional manner in all your interactions with YaHelps and with any other YaHelps user.

You are promising NOT to:

- Expect YaHelps to evaluate, confirm or otherwise stand behind any user's statements;
- Treat any Content, email or other information you receive as a result of your access to the Services as a recommendation or representation of any kind by YaHelps , an affiliate of YaHelps or any employee, officer, director, representative or other agent of the foregoing (each a "Company Person") on which you should rely unless such information has been expressly identified as created by a Company Person;
- Threaten, stalk, harm, or harass others, or promote bigotry or discrimination;
- Claim any ownership right in any material, software or other intellectual property displayed on, published by or otherwise available through YaHelps , other than Content, software or intellectual property that you own or otherwise have rights to without regard for its appearance on YaHelps ;
- Copy or distribute Content except as specifically allowed in this Agreement;
- Use any Content, or other information acquired from Company Persons or Entrepreneurs, or otherwise through your use of the Services, for commercial activity outside of the Services, without prior written approval from the Company;
- Claim any right to access, view or alter any source code or object code of YaHelps;
- Posting or transmitting to this website any non-authorized material including but not limited to material that is in our opinion likely to cause annoyance, detrimental to or in violation of Finding

Rover’s or any third party´s systems or network security, libelous, defamatory, racist, obscene, threatening, pornographic, profane or is otherwise unlawful;
- Uploading files that contain viruses that may cause damage to the property of Finding Rover or the property of other individuals;
- Attempt to gain unauthorized access to the Site, user accounts, computer systems or networks connected to the Site through hacking, password mining or any other means;
- Use YaHelps to market services;
- Market competing services to people you’ve identified through YaHelps.

Requirements related to Content on YaHelps. You are promising:

- That you will only provide YaHelps with Content that you have a right to provide to YaHelps and to allow YaHelps to display through the Services;
- That you have adequate rights to all copyrights, trademarks, trade secrets, intellectual property or other material provided by you for display by YaHelps;
- That you understand that any other Content you find on or through YaHelps is the sole responsibility of the person who originated such Content;
- That you understand that your Content may be republished and if you do not have the right to submit Content for such use, it may subject you to liability, and that YaHelps will not be responsible or liable for any use of your Content by YaHelps in accordance with this Agreement;
- That you are not relying on YaHelps to, and that you understand that we do not, endorse, support, represent or guarantee the completeness, truthfulness, accuracy or reliability of any Content or communications posted via the Services or endorse any opinions expressed via the Services;
- That you understand that by using the Services, you may be exposed to Content that might be offensive, harmful, inaccurate or otherwise inappropriate, and that you have no claim against YaHelps for any such material;
- That you understand that the Service may include advertisements or other similar items, which may be related to Content, queries made through the Services, or other information, and you have no claim against YaHelps for the placement of advertising or similar content on the Services or in connection with the display of any Content or other information from the Services.

User Background and Identity Check Process

YaHelps DO NOT checks the backgrounds of any User of YaHelps Platform using any background check service that includes a sex offenders registry check, county, state, federal and national criminal records check, and domestic and international terrorist watchlist check. YaHelps also DO NOT requires Users to submit to YaHelps a government-issued photo ID and a profile picture. YaHelps cannot confirm that each Provider is who they claim to be, and therefore, YaHelps 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 YaHelps Platform.

YaHelps does not perform any background checks for any users and/or service providers using the YaHelps Platform. We recommend you to do a background check with whom you are communicating of conducting any type of transactions with. YaHelps strongly urges against sharing of any personal information, such as phone numbers, and addresses, and to invite any YaHelps Platforms Users to your own properties.

YOU ACKNOWLEDGE AND AGREE THAT YAHELPS IS NOT LIABLE FOR DAMAGE THAT MIGHT ARISE OUT OF THE SERVICES. YAHELPS IS NOT RESPONSIBLE FOR THE CONDUCT, WHETHER ONLINE OR OFFLINE, OF ANY USER INCLUDING PROVIDERS, AND WILL NOT BE LIABLE FOR ANY CLAIM, INJURY OR DAMAGE ARISING IN CONNECTION WITH ANY SERVICES. Each User should exercise caution and common sense to protect their personal safety and property, just as you would when interacting with any person with whom you do not know.

AVAILABILITY, ERRORS and INACCURACIES

We are constantly updating product and service offerings on YaHelps Platform. We may experience delays in updating information on the Platform and in our advertising on other web sites. The information found on YaHelps may contain errors or inaccuracies and may not be complete or current. Products or services may be mispriced, described inaccurately, or unavailable on the YaHelps Platform and we cannot guarantee the accuracy or completeness of any information found on the YaHelps Platform. We therefore reserve the right to change or update information and to correct errors, inaccuracies, or omissions at any time without prior notice.

THIRD PARTIES

YaHelps may include links to other websites or applications (each, a "Third Party Site"). We do not control or endorse any Third Party Site. You agree that we are not responsible for the availability or contents of such Third Party Sites. Your use of Third Party Sites is at your own risk.

PAYMENTS and FEES

YaHelps was created as a free community-based platform. We do not charge you with any access fees and payments for using our platform.

In using YaHelps and its member-to-member transactional features, you, and not YaHelps, are responsible for your own decisions and actions. Your use of “Home & Business Services”, “Lost & Found”, or “Garage Sales” does not make us an employer, placement agency, representative, or agent of or for you or any other User or service provider. If you and another member decide to work together, the two of you, and not YaHelps, are responsible for complying with any laws that might apply, such as tax or employment laws. YaHelps is not a party to transactions or disputes between members.

You acknowledge that YaHelps is not obligated to pay you or to cause any other party to pay you any compensation with respect to your activities on YaHelps , or to feature or otherwise display your Content on any web page.

Mobile Services

If YaHelps permits or makes available to you the ability to: (a) upload content to the website via your mobile telephone and/or tablet (“mobile device”), (b) receive and reply to messages, or to access or make posts, (c) browse the site from your mobile device or (d) to access features through a mobile application you have downloaded and installed on your mobile device (collectively “Mobile Services”), your mobile carrier’s standard data, Internet, messaging and other service fees and charges apply to your use of, and access to, the Mobile Services, and you are solely responsible for all such fees and charges. The Mobile Services may not be compatible with all mobile devices, carriers, and services, and YaHelps does not make any representations or warranties regarding such compatibility. You are solely responsible for ensuring that your mobile device is compatible with the type of content being provided through the Mobile Services. You understand that content delivered as part of the Mobile Services may be delivered to your device through premium mobile services and acknowledge that you are solely and exclusively responsible for any charges for such services, including but not limited to any roaming charges.

You may be given the option to register to receive commercial messages from YaHelps via your mobile device. You understand that you may be charged by your wireless service provider in connection with the receipt of such messages. You may “opt out” of receiving future messages by following the instructions provided (i) in the wireless messages or (ii) on the website where you registered to receive such messages.

DISCLAIMERS AND LIMITATIONS OF LIABILITY

PLEASE READ THIS SECTION CAREFULLY SINCE IT LIMITS THE LIABILITY OF THE YAHELPS ENTITIES TO YOU. EACH OF THE SUBSECTIONS BELOW ONLY APPLIES UP TO THE

MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW. NOTHING HEREIN IS INTENDED TO LIMIT ANY RIGHTS YOU MAY HAVE WHICH MAY NOT BE LAWFULLY LIMITED. IF YOU ARE UNSURE ABOUT THIS OR ANY OTHER SECTION OF THESE TERMS, PLEASE CONSULT WITH A LEGAL PROFESSIONAL PRIOR TO ACCESSING OR USING THE SITE. BY ACCESSING OR USING THE SITE, YOU REPRESENT THAT YOU HAVE READ, UNDERSTOOD, AND AGREE TO THESE TERMS, INCLUDING THIS SECTION. YOU ARE GIVING UP SUBSTANTIAL LEGAL RIGHTS BY AGREEING TO THESE TERMS.

To the full extent permitted by law, YaHelps, and its officers, directors, employees, agents, licensors, affiliates, and successors in interest (1) make no promises, warranties, or representations as to YaHelps, including its completeness, accuracy, availability, timeliness, propriety, security or reliability; (2) provide YaHelps on an "AS IS" and "AS AVAILABLE" basis and any risk of using YaHelps is assumed by you; (3) disclaim all warranties, express or implied, including as to accuracy, merchantability, fitness for a particular purpose, and non-infringement; and (4) disclaim any liability or responsibility for acts, omissions, or conduct of you or any party in connection with YaHelps. YaHelps entities are NOT liable for any direct, indirect, consequential, incidental, special, punitive, or other losses, including lost profits, revenues, data, goodwill, etc., arising from or related to YaHelps, and in no event shall such liability exceed $100. Some jurisdictions restrict or alter these disclaimers and limits, so some may not apply to you.

THE SITE IS MADE AVAILABLE TO YOU ON AN "AS IS", "WITH ALL FAULTS" AND "AS AVAILABLE" BASIS, WITH THE EXPRESS UNDERSTANDING THAT THE YAHELPS ENTITIES MAY NOT MONITOR, CONTROL, OR VET USER CONTENT. AS SUCH, YOUR USE OF THE SITE IS AT YOUR OWN DISCRETION AND RISK. THE YAHELPS ENTITIES MAKE NO CLAIMS OR PROMISES ABOUT THE QUALITY, ACCURACY, OR RELIABILITY OF THE SITE, ITS SAFETY OR SECURITY, OR THE SITE CONTENT. ACCORDINGLY, THE YAHELPS ENTITIES ARE NOT LIABLE TO YOU FOR ANY LOSS OR DAMAGE THAT MIGHT ARISE, FOR EXAMPLE, FROM THE SITE'S INOPERABILITY, UNAVAILABILITY OR SECURITY VULNERABILITIES OR FROM YOUR RELIANCE ON THE QUALITY, ACCURACY, OR RELIABILITY OF THE BUSINESS LISTINGS (INCLUDING THEIR CONTENT, ORDER, AND DISPLAY), OR METRICS FOUND ON, USED ON, OR MADE AVAILABLE THROUGH THE SITE.

THE YAHELPS ENTITIES MAKE NO CLAIMS OR PROMISES WITH RESPECT TO ANY THIRD PARTY, SUCH AS THE BUSINESSES OR ADVERTISERS LISTED ON THE SITE OR THE SITE'S USERS. ACCORDINGLY, THE YAHELPS ENTITIES ARE NOT LIABLE TO YOU FOR ANY LOSS OR DAMAGE THAT MIGHT ARISE FROM THEIR ACTIONS OR OMISSIONS, INCLUDING, FOR EXAMPLE, IF ANOTHER USER OR BUSINESS MISUSES YOUR CONTENT, IDENTITY OR PERSONAL INFORMATION, OR IF YOU HAVE A NEGATIVE EXPERIENCE WITH ONE OF THE BUSINESSES OR ADVERTISERS LISTED OR FEATURED ON THE SITE. YOUR PURCHASE AND USE OF PRODUCTS OR SERVICES OFFERED BY THIRD PARTIES THROUGH THE SITE IS AT YOUR OWN DISCRETION AND RISK.

THE YAHELPS ENTITIES EXPRESSLY DISCLAIM ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING WARRANTIES AS TO THE PRODUCTS OR SERVICES OFFERED BY BUSINESSES LISTED ON THE SITE, AND IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. NO ORAL OR WRITTEN INFORMATION OR ADVICE PROVIDED TO YOU BY A REPRESENTATIVE OF ONE OF THE YAHELPS ENTITIES SHALL CREATE A REPRESENTATION OR WARRANTY.

YOUR SOLE AND EXCLUSIVE RIGHT AND REMEDY IN CASE OF DISSATISFACTION WITH THE YAHELPS PLATFORM, RELATED SERVICES, OR ANY OTHER GRIEVANCE SHALL BE YOUR TERMINATION AND DISCONTINUATION OF ACCESS TO, OR USE OF THE YAHELPS PLATFORM.

THE YAHELPS ENTITIES' MAXIMUM AGGREGATE LIABILITY TO YOU FOR LOSSES OR DAMAGES THAT YOU SUFFER IN CONNECTION WITH THE YAHELPS PLATFORM OR THESE TERMS IS LIMITED TO THE GREATER OF (i) THE AMOUNT PAID, IF ANY, BY YOU TO THE YAHELPS ENTITIES IN CONNECTION WITH THE YAHELPS PLATFORM IN THE 12 MONTHS PRIOR TO THE ACTION GIVING RISE TO LIABILITY, OR (ii) $100.

THE YAHELPS ENTITIES DISCLAIM LIABILITY FOR ANY (i) INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY, RELIANCE, OR CONSEQUENTIAL DAMAGES, (ii) LOSS OF PROFITS, (iii) BUSINESS INTERRUPTION, (iv) REPUTATIONAL HARM, OR (v) LOSS OF INFORMATION OR DATA.

YaHelps is not responsible for any technical malfunction or other problems of any telephone network or service, computer systems, servers or providers, computer or mobile phone equipment, software, failure of email or media players on account of technical problems or traffic congestion on the Internet or at any website or combination thereof, including injury or damage to your or to any other person's computer, mobile phone or other hardware or software, related to or resulting from using or downloading materials in connection with the web and/or in connection with the Services, including any mobile software. Under no circumstances will the Company be responsible for any loss or damage, including any loss or damage to any content or personal injury or death, resulting from anyone's use of the Services, any Content or third party applications, software or content posted on or through the Services or transmitted to users or any interactions between users of the Services, whether online or offline.

We make no warranty and disclaim all responsibility and liability for the completeness, accuracy, availability, timeliness, security or reliability of the Services or any Content thereon or any content you receive as a result of your relationship with YaHelps. YaHelps will not be responsible or liable for any harm to your computer system, loss of data or other harm that results from your access to or use of the Services or any Content. You also agree that YaHelps has no responsibility or liability for the deletion of, or the failure to store or to transmit, any Content and other communications maintained by the Services. We make no warranty that the Services will meet your requirements or be available on an uninterrupted, secure or error-free basis. No advice or information, whether oral or written, obtained from YaHelps or through the Services, will create any warranty not expressly made herein.

Section Headings; Verification Documentation; Waiver of Execution Defenses. The section headings used herein are for convenience only and shall not be given any legal import. Upon the Company's request, you will furnish the Company any documentation, substantiation or releases necessary to verify your compliance with this Agreement. You agree that this Agreement will not be construed against the Company by virtue of having drafted them. You hereby waive any and all defenses you may have based on the electronic form of this Agreement and the lack of signing by the parties hereto to execute this Agreement.

Prohibition of Assignment. You may not assign this Agreement without the Company's prior written consent.

Entire Agreement. This Agreement contains the entire understanding of you and the Company, and supersedes all prior understandings of the parties hereto relating to the subject matter hereof, and cannot be changed or modified by you except as posted on the Services by the Company. No waiver by either party of any breach or default hereunder shall be deemed to be a waiver of any preceding or subsequent breach or default.

Statute of Limitations. You and the Company both agree that regardless of any statute or law to the contrary but only to the extent permissible by law in each relevant jurisdiction, any claim or cause of action arising out of or related to use of the Services, this Agreement or our Privacy & Cookies Policy must be filed within ONE (1) YEAR after such claim or cause of action arose or be forever barred.

No Third Party Beneficiaries. This Agreement is between you and the Company. No user has any rights to force the Company to enforce any rights it may have against any you or any other user, except to the extent that Users may enforce their own intellectual property rights related to Content offered through the YaHelps Platform.

Government Use. If you are a part of an agency, department or other entity of the U.S. Government ("Government"), the use, duplication, reproduction, release, modification, disclosure or transfer of any of our products or Services is restricted in accordance with the Federal Acquisition Regulations as applied to civilian agencies and the Defense Federal Acquisition Regulation Supplement as applied to military agencies. The Services and any related software is a "commercial item," "commercial computer software" and "commercial computer software documentation." In accordance with such provisions, any use of the Services by the Government shall be governed solely by this Agreement.

California Users and Residents. Under California Civil Code Section 1789.3, California users of the Services receive the following specific consumer rights notice: "The Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs may be contacted in writing at 1625 North Market Blvd., Sacramento, CA 95834, or by telephone at (916) 445-1254 or (800) 952-5210."

We reserve the right to make any changes and corrections to this notice. Please refer to this page from time to time to review these and new additional information.

Dispute Resolution; Arbitration of Claims

Generally, in the interest of resolving disputes between you and YaHelps in the most expedient and cost effective manner, YOU AND YAHELPS MUTUALLY AGREE THAT EVERY DISPUTE ARISING IN CONNECTION WITH THIS AGREEMENT WILL BE RESOLVED BY BINDING ARBITRATION. Arbitration is less formal than a lawsuit in court. Arbitration uses a neutral arbitrator instead of a judge or jury, may allow for more limited discovery than in court, and can be subject to very limited review by courts. Arbitrators can award the same damages and relief that a court can award. This agreement to arbitrate disputes includes all claims arising out of or relating to any aspect of this Agreement, whether based in contract, tort, statute, fraud, misrepresentation, or any other legal theory, and regardless of whether a claim arises during or after the termination of this Agreement. YOU UNDERSTAND AND AGREE THAT, BY ENTERING INTO THIS AGREEMENT, YOU AND YAHELPS ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW.

Exceptions. Nothing in this Agreement will be deemed to waive, preclude, or otherwise limit the right of either party to: (i) bring an individual action in small claims court; (ii) pursue an enforcement action through the applicable federal, state, or local agency if that action is available; (iii) seek injunctive relief in a court of law; or (iv) to file suit in a court of law to address an intellectual property infringement claim.

Arbitrator. Any arbitration between you and YaHelps will be settled under the Federal Arbitration Act, and governed by the Commercial Dispute Resolution Procedures and the Supplementary Procedures for Consumer Related Disputes (collectively, "AAA Rules") of the American Arbitration Association ("AAA"), as modified by this Agreement, and will be administered by the AAA. The AAA Rules and filing forms are available online at www.adr.org, by calling the AAA at 1-800-778-7879, or by contacting YaHelps.

Notice; Process. A party who intends to seek arbitration must first send a written notice of the dispute to the other party by certified U.S. Mail or by Federal Express (signature required) or, only if that other party has not provided a current physical address, then by electronic mail ("Notice"). YaHelps's

address for Notice is: YaHelps, Inc., 7317 Sepulveda Blvd, #216, Van Nuys, CA 91405, Attn: Legal Department.
The Notice must: (i) describe the nature and basis of the claim or dispute; and (ii) set forth the specific relief sought ("Demand"). The parties will make good faith efforts to resolve the claim directly, but if the parties do not reach an agreement to do so within 30 days after the Notice is received, you or YaHelps may commence an arbitration proceeding. During the arbitration, the amount of any settlement offer made by you or YaHelps must not be disclosed to the arbitrator until after the arbitrator makes a final decision and award, if any. If the dispute is finally resolved through arbitration in your favor, YaHelps will pay you the highest of the following: (i) the amount awarded by the arbitrator, if any; (ii) the last written settlement amount offered by YaHelps in settlement of the dispute prior to the arbitrator's award; or (iii) $1,000.
Fees. If you commence arbitration in accordance with this Agreement, YaHelps will not reimburse you for your payment of the filing fee, unless your claim is for more than $10,000, in which case the payment of any fees will be decided by the AAA Rules. Any arbitration hearing will take place at a location to be agreed upon in Los Angeles County California.
If the arbitrator finds that either the substance of your claim or the relief sought in the Demand is frivolous or brought for an improper purpose (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)), then the payment of all fees will be governed by the AAA Rules. In that case, you agree to reimburse YaHelps for all monies previously disbursed by it that are otherwise your obligation to pay under the AAA Rules.
Regardless of the manner in which the arbitration is conducted, the arbitrator must issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the decision and award, if any, are based. The arbitrator may make rulings and resolve disputes as to the payment and reimbursement of fees or expenses at any time during the proceeding and upon request from either party made within 14 days of the arbitrator's ruling on the merits.
No Class Actions. TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW, YOU AND YAHELPS AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. Further, unless both you and YaHelps agree otherwise, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding, to the fullest extent permitted under applicable law.
Modifications to this Arbitration Provision. If YaHelps makes any future change to this arbitration provision, other than a change to YaHelps's address for Notice, you may reject the change by sending us written notice within 30 days of the change to YaHelps's address for Notice, in which case your account with YaHelps will be immediately terminated and this arbitration provision, as in effect immediately prior to the changes you rejected will survive.
Enforceability. If any part of this section is found to be unenforceable, then the entirety of this section will be null and void and, in that case, the parties agree that the exclusive jurisdiction and venue described in this Agreement will govern any action arising out of or related to this Agreement. The arbitrator has exclusive authority to resolve any dispute relating to the interpretation, applicability, or enforceability of this binding arbitration agreement.
If you do not want to be subject to this Dispute Resolution provision with respect to Provider Claims, you may opt out by notifying the Company in writing of your decision by sending, within thirty (30) days of the date you receive this Agreement, an electronic mail to yahelps@mail.com, stating clearly your name and intent to opt out of this Dispute Resolution provision. To be effective, the letter under option (2) must clearly indicate your intent to opt out of this Dispute Resolution Provision, and must be

dated and signed. Should you choose not to opt out of this Dispute Resolution Provision within the 30-day period, you and YaHelps will be bound by the terms of this Dispute Resolution Provision.
You have the right to consult with counsel of your choice concerning this Dispute Resolution Provision. You understand that you will not be subject to retaliation if you exercise your right to opt out of coverage under this Dispute Resolution Provision.

CLAIMS & INDEMNITY

Any claim, cause of action, demand, or dispute arising from or related to YaHelps ("Claims") will be governed by the internal laws of California, without regard to conflict of law provisions, except to the extent governed by US federal law. Any Claims will be exclusively resolved by courts in Los Angeles, CA (except we may seek preliminary or injunctive relief anywhere). You agree to (1) submit to the personal jurisdiction of courts in Los Angeles, CA; (2) indemnify and hold YaHelps Entities harmless from any Claims, losses, liability, or expenses (including attorneys' fees) that arise from a third party and relate to your use of YaHelps; and (3) be liable and responsible for any Claims we may have against your officers, directors, employees, agents, affiliates, or any other party, directly or indirectly, paid, directed or controlled by you, or acting for your benefit.
You must indemnify and hold YaHelps and its employees, representatives, agents, affiliates, directors, officers, managers and shareholders (the "Parties") harmless from any damage, loss, or expense (including without limitation, attorneys' fees and costs) incurred in connection with any third-party claim, demand or action ("Claim") brought against any of the Parties alleging that you have breached any provision of this Agreement through any act or omission. If you have to indemnify YaHelps under this Section, YaHelps will have the right to control the defense, settlement, and resolution of any Claim at your sole expense. You may not settle or otherwise resolve any Claim without YaHelps's express written permission.

DISPUTES WITH OTHERS

We reserve the right, but have no obligation, to monitor and/or manage disputes between you and other users of the Services. If you have a dispute with other users, you release the Company and hereby agree to indemnify the Company from claims, demands, and damages (actual and consequential) of every kind and nature, known and unknown, arising out of, or in any way connected with, such a dispute.

Geographic Limits of Service

YaHelps makes no representation that Materials contained on the Site or Services or products described or offered on or via the Site are appropriate or available for use in jurisdictions outside the United States, or that these Terms and Conditions complies with the laws of any other country. Visitors who use the Site or Services and reside outside the United States do so on their own initiative and are responsible for compliance with all laws, if and to the extent local laws are applicable. You agree that you will not access this Site from any territory where its contents are illegal, and that you, and not YaHelps Parties, are responsible for compliance with applicable local laws.
YaHelps reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, the YaHelps Platform, the Services or any part thereof, with or without notice. Except as

otherwise expressly stated in these Agreement, you agree that YaHelps Parties shall not be liable to you or to any third party for any modification, suspension or discontinuation of the YaHelps Platform. YaHelps reserves the right, at any time in our sole discretion, to limit the availability and accessibility of the YaHelps Platform to any person, geographic area, or jurisdiction we so desire. This Platform is subject to United States export controls, and may not be used, downloaded or otherwise exported or re-exported (i) into (or to a national or resident of) Cuba, Libya, North Korea, Iran, Syria, or any other country to which the U.S. has embargoed goods; or (ii) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Commerce Department's Table of Deny Orders. By using the YaHelps Platform, you represent and warrant that you are not located in, under the control of, or a national or resident of any such country or on any such list. Use, duplication, or disclosure by the U.S. Government is subject to restrictions as set forth in these Terms of Use and as provided in DFARS 227.7202-1(a) and 227.7202-3(a) (1995), DFARS 252.227-7013 (October 1988), FAR 12.212(a) (1995), FAR 52.227-19, or FAR 52.227-14, and any amendments thereto, as applicable.

COPYRIGHT POLICY

YaHelps respects the intellectual property rights of others and expects users of the YaHelps Platform to do the same. We will respond to notices of alleged copyright infringement that comply with applicable law and are properly provided to us. The Digital Millennium Copyright Act (“DMCA”) provides recourse to copyright owners who believe that their rights under the U.S. Copyright Act have been infringed by acts of third parties over the Internet.

If you believe that your copyrighted work has been copied without your authorization and is available on or in the Services in a way that may constitute copyright infringement, or if you believe that any material on the Services violates this Agreement or your intellectual property rights, please notify the Company as soon as possible by sending an email to *yahelps@mail.com* containing the following information in accordance with the DMCA: (i) identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit us to locate the material; (ii) identification of the copyrighted work claimed to have been infringed; (iii) your contact information, including your address, telephone number, and an email address; (iv) a statement by you that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent or the law; (v) a statement that the information in the notification is accurate, and, under penalty of perjury, that you are authorized to act on behalf of the copyright owner; and (vi) a physical or electronic signature of the copyright owner or a person authorized to act on their behalf.

We reserve the right to remove Content alleged to be infringing or otherwise illegal without prior notice and at our sole discretion. In appropriate circumstances, YaHelps will also terminate a user’s account if the user is determined to be a repeat infringer.

TERM AND TERMINATION

Unless terminated by the Company, this Agreement will remain in full force and effect while you use any of the YaHelps Platform. You may terminate this Agreement at any time by deleting all Content you have provided to YaHelps and ceasing to use the YaHelps Platform. The YaHelps may terminate this Agreement at any time, particularly if you are suspected of violating any provision of this Agreement. Upon termination of this Agreement for any reason, you shall destroy and remove from all computers, and other storage media all copies of any intellectual property owned by the YaHelps or any other user of the Platform that you acquired via use of the Platform. Your representations in this Agreement and the provisions of ”USING THE YAHELPS PLATFORM” (User Obligations) and any

other provision of this Agreement which by their nature are designed to survive termination shall survive any termination or expiration of this Agreement.

CONTACT INFORMATION

If you have any comments or questions regarding these Terms and Conditions, or wish to report any violation of these Terms and Conditions, please contact us at yahelps@mail.com. We will address any issue to the best of our abilities as soon as possible.

Section “HOME & BUSINESS SERVICES”

The YaHelps Platform provides a marketplace or communication platform where independent, self-employed individuals and/or businesses ("Providers") can locate potential customers, both individuals and businesses that reside in the United States ("Customers"), that are seeking to obtain assistance with the performance of chores and small jobs around their homes or places of business. The YaHelps Platform further offers Providers digital marketing assistance, payment processing, and other digital services. Each Provider and Customer is a "User" for purposes of these Terms of Use. Each User shall create an account that enables such User to access the YaHelps Platform. In addition to a User account, Providers must have their Provider account approved prior to accessing the Provider functions through their User account. For purposes of this Agreement, the services provided by Providers to their Customers that are scheduled through the YaHelps Platform shall be referred to as the "Services.” It is up to the Providers to decide whether to provide Services to Customers contacted through the YaHelps Platform.

Users of the YaHelps Platform contract for the Services directly with other Users. YaHelps is not a party to any contracts for the Services. The YaHelps Platform facilitates these contracts by supplying a medium through which Customers can connect with Providers, schedule the Services, and make payments for the Services directly from the Customer to the Provider. Customers may circumvent the YaHelps Platform by using the YaHelps Platform to connect with Providers and then engage those Providers for Services outside of the YaHelps Platform.

We do not guarantee, represent or warrant that your use of our service will be uninterrupted, timely, secure or error-free. We do not warrant that the results that may be obtained from the use of the service will be accurate or reliable.

You agree that from time to time we may remove the service for indefinite periods of time or cancel the service at any time, without notice to you. You expressly agree that your use of, or inability to use, the service is at your sole risk. The service and all products and services delivered to you through the service are (except as expressly stated by us) provided 'as is' and 'as available' for your use, without any representation, warranties or conditions of any kind, either express or implied, including all implied warranties or conditions of merchantability, merchantable quality, fitness for a particular purpose, durability, title, and non-infringement.

Customer's Confidential Information. As a Provider, you understand that in performing the Services, you will receive certain private and/or confidential information regarding the Customer and will have access to their homes and personal belongings. Except upon order of government authority (e.g., court, administrative agency) having jurisdiction, or upon express written consent by the Customer, you agree that you shall not publish, disseminate or disclose, for your own benefit or the benefit of any third party, any confidential information regarding the Customer, including addresses, telephone numbers and/or financial information. You further agree not to engage in any activity which violates the privacy of any Customers, including, but not limited to, taking unauthorized photographs or making unauthorized audio or video recordings of Customers or their homes or their personal

belongings; or publishing, disseminating or disclosing any such photographs or recordings. You acknowledge that your failure to comply with the foregoing shall constitute a material breach of this Agreement.

ANY DECISION BY USERS TO OFFER OR ACCEPT SERVICES THROUGH THE YAHELPS PLATFORM IS A DECISION MADE IN SUCH USER'S SOLE DISCRETION. EACH SERVICE PROVIDED BY A PROVIDER TO A CUSTOMER SHALL CONSTITUTE A SEPARATE AGREEMENT BETWEEN THAT PROVIDER AND CUSTOMER. PROVIDERS ARE INDEPENDENT CONTRACTORS AND NOT EMPLOYEES OR SUBCONTRACTORS OF YAHELPS. YAHELPS MAKES NO REPRESENTATION AND IS NOT RESPONSIBLE FOR THE PERFORMANCE OF USERS, NOR DOES IT HAVE CONTROL OVER OR MAKE REPRESENTATIONS REGARDING THE QUALITY, TIMING, LEGALITY, FAILURE TO PROVIDE, OR ANY OTHER ASPECT WHATSOEVER RELATING TO ANY SERVICES. YAHELPS DOES NOT HAVE CONTROL OVER THE QUALITY, TIMING OR LEGALITY OF SERVICES DELIVERED BY PROVIDERS. YAHELPS HAS NO RESPONSIBILITY OR LIABILITY FOR ANY SERVICES PROVIDED TO CUSTOMERS BY PROVIDERS, INCLUDING, BUT NOT LIMITED TO, A WARRANTY OR CONDITION OF GOOD AND WORKMANLIKE SERVICES, WARRANT OF FITNESS FOR A PARTICULAR PURPOSE OR COMPLIANCE WITH ANY LAW, REGULATION OR CODE. EXCEPT AS OTHERWISE SET FORTH HEREIN, YAHELPS IS NOT AFFILIATED WITH, ENDORSED OR SPONSORED BY ANY PROVIDER.

Cancellation of services

As a Customer or Provider, you may cancel your scheduled Service appointments through the App at any time if necessary. When you cancel a scheduled Service appointment, the YaHelps Platform generally DO NOT notifies Customer or Provider of the Service. YaHelps cannot guarantee that a cancelled Service appointment will be selected by another Provider and rescheduled or that the Service request will be completed. Thus, your cancellation or failure to timely show up to perform a scheduled appointment could negatively impact your Customer and the YaHelps Platform. As a result, such conduct may adversely impact your rating among Customers.

IMPORTANT: You understand and agree that YAHELPS itself does not complete the Jobs. The Independent Service Professionals made available through the Service are not employees of YAHELPS. It is up to the Independent Service Professional to complete the Jobs, which may be requested through the use of the YaHelps Platform and/or the Service. YAHELPS only acts as intermediary to facilitate the transaction between you and the Independent Service Professional. The provision of the Jobs by the Independent Service Professional is subject to the contract to be entered into between you and the Independent Service Professional (not YAHELPS). YAHELPS DOES NOT HAVE CONTROL OVER THE QUALITY, TIMING, OR ANY OTHER ASPECT WHATSOEVER OF ANY JOBS AND WILL NOT BE LIABLE FOR ANY CLAIM, INJURY OR DAMAGE ARISING IN CONNECTION WITH THE JOBS OR THE CONDUCT OR ACTIVITIES OF THE SERVICE PROFESSIONAL.

Section “LOST & FOUND”

Your use of the “Lost & Found” is at your sole risk. The “Lost & Found” is provided on an "AS IS" and "AS AVAILABLE" basis. The “Lost & Found” is provided without warranties of any kind, whether express or implied, including, but not limited to, implied warranties of merchantability, fitness for a particular purpose, non-infringement or course of performance. WE CANNOT GUARANTEE AND DO NOT PROMISE ANY SPECIFIC RESULTS FROM USE OF THE SITE AND/OR THE SERVICES. WE OFFER YOU NO GUARANTEE OF PHYSICALLY LOCATING YOUR LOST PET OR STUFF AS A RESULT OF THE DISPLAY OF ADVERTISEMENTS PREPARED BY US FOR YOU.

YaHelps its subsidiaries, affiliates, and its licensors do not warrant that a) the Service will function uninterrupted, secure or available at any particular time or location; b) any errors or defects will be corrected; c) the Service is free of viruses or other harmful components; or d) the results of using the Service will meet your requirements.

Section “GARAGE SALES”

You expressly agree that access to and use of the services is at your sole risk and is provided on an “as is” basis without warranties of any kind, either express or implied, including, but not limited to, warranties of title or implied warranties of non-infringement, merchantability or fitness for a particular purpose (except only to the extent prohibited under the laws applicable to terms of service with any legally required warranty period to the shorter of thirty days from first use or the minimum period required). Without limiting the foregoing, neither the company nor its affiliates or subsidiaries, or any of their directors, employees, agents, attorneys, third-party content providers, distributors, licensees or licensors (collectively, “company parties”) warrant that the services will be uninterrupted or error-free.

To the fullest extent permitted by law, the disclaimers of liability contained herein apply to any and all damages or injury whatsoever caused by or related to use of, or inability to use, the services under any cause or action whatsoever of any jurisdiction, including, without limitation, actions for breach of warranty, breach of contract or tort and that the company parties shall not be liable for any direct, indirect, incidental, special, exemplary or consequential damages in any way whatsoever arising out of the use of, or inability to use, the services. You further specifically acknowledge that the company parties are not liable, and you agree not to seek to hold the company parties liable, for the conduct of third parties, including other users of the services and operators of external websites, and that the risk of the services and external websites and of injury from the foregoing rests entirely with you.

Privacy Policy

Effective Date: July 08, 2019

This privacy policy ("Policy") describes how YaHelps, Inc. and our affiliates and subsidiaries ("YaHelps" or "we" or "us" or "our") treats information collected or provided in connection with activities, and data gathered when a User ("you" or "User") visits or uses the YaHelps Platform. This Policy is incorporated by reference into the Terms of Use. Any capitalized terms used and not defined in this Policy shall have the meaning given to them in the Terms of Use.

Please note that the use of the YaHelps Platform constitutes your acceptance of this Policy. If you do not agree with how we have determined to handle your information, please do not visit or use the YaHelps Platform. The YaHelps Platform is only intended for use in the United States and the personal information you provide us as a user will be stored in the United States.

1. Effective Date and Changes

This Policy applies to all information collected by or provided to us on or after the Effective Date. YaHelps will periodically review and revise this Policy as YaHelps modifies the Platform and will update the Effective Date above upon any such changes. We will treat your continued use of the

YaHelps Platform following such changes as your acceptance of them. We encourage you to periodically review this Policy.
If our practices change regarding previously collected Personal Information in a way that would be materially less restrictive than those policies in effect at the time we collected the information, we will make reasonable efforts to provide notice and to obtain consent to any such uses as may be required by law, but we will not be liable for any failure to do so.

2. Personal Information Collected on the YaHelps Platform
Because we respect your rights to your own privacy, we are committed to our policies established for the collection and/or use of your “Personal Information,” which is hereby defined as “username, zip code, phone number, address, photos, and any information that could be used to identify, contact, or locate you directly without using the YaHelps Platform.”

By using the YaHelps Platform, you are authorizing us to collect, parse, and retain data related to the provision of the YaHelps Platform. However, we also provide Users with options and choices regarding how we use and disclose some or all of your Personal Information, as set forth specifically below, including how to access, correct, and/or remove it. You may avoid further said data collection by uninstalling the App from your mobile device and not otherwise using the YaHelps Platform.
When you visit or use the YaHelps Platform, we collect information about you in the following general categories.

- Location Information: We collect precise location data through the App when it is used by Providers if the Providers' devices permit such information collection. We may collect this information when Providers use certain functionality, such as navigating to a location to provide the Services, and we may also collect the precise location of a Provider’s device when the App is running in the foreground or background. We may derive a Provider’s approximate location from the Provider’s IP address. The YaHelps Platform utilizes geo-location features to match Customers to Providers, to update Customers on the status of Providers en route to perform Services, to confirm that a Provider performed Services, and to improve the services on the YaHelps Platform.
We also may use and disclose geo-location we collect through the YaHelps Platform for other business purposes, including for legal purposes (such as to enforce our agreements) and in the event of a proposed or actual merger, sale, or other business asset transfers. The geo-location information obtained about a User will be retained in an identifiable manner, along with geo-location data about job sites where Providers performed Services on initial and/or follow-up jobs.
- Customer Support: We may collect Personal Information through your communications with our customer-support team.
- Usage and Preference Information: We collect information that is generated automatically about how you and visitors interact with the YaHelps Platform, preferences expressed, and settings chosen. When we associate such information with specific personal information, we will treat the combination as Personal Information, as set forth herein.
- Device Information: We may collect information about your mobile device, including the following examples: the hardware model, operating system/version, software names/versions, file names/versions, unique device identifier, advertising identifiers, serial number, device motion information, and mobile network information.
- Log Information: When you interact with the YaHelps Platform, we collect server logs, which may include device IP addresses, access dates and times, app features or pages viewed, app crashes and other system activity, browser type, and the third-party site/service accessed immediately prior to interacting with the YaHelps Platform.

3. Use of Information

We only use your Personal Information for YaHelps-Platform related purposes. (This includes the information collected by our third-party service providers, set forth herein.

Specifically, the purposes of our “use” include platform-analytics, marketing, advertising, and other purposes designed to help us efficiently operate and improve the YaHelps Platform in the following manner:

- to contact you in connection with your YaHelps-related activities (including, but not limited to, confirmation emails, account verification text messages, push notification alerts, or important alerts that could affect your relationship with YaHelps),
- for identification and authentication,
- for security and fraud prevention,
- to investigate potential unauthorized use of your information by a Provider,
- to communicate Service requests from you to other Users, and/or
- to suggest potential Customers for your Services.
- to advertise, promote and market YaHelps services and products.
- to continuously evaluate and improve the online and mobile user experience.

4. Advertising and Advertising Opt-Out Provisions

We may use your Personal Information to provide advertising on/for the YaHelps Platform. At YaHelps, however, we do not rent, sell, or share your Personal Information with other parties or nonaffiliated companies for their direct marketing purposes without your express consent.

We may also send you email and other messages with personalized offers and information about products and services, and we may use Personal Information to show you online advertising on the YaHelps Platform, other websites, and other online services.

YaHelps provides Users the opportunity to opt out of receiving email marketing communications from us and our partners and gives Users the option to remove their information from our database, to not receive future email marketing communications, or to no longer receive our service. If you receive an unsolicited marketing email from a YaHelps email address, please contact YaHelps@mail.com.

Third parties, including Facebook or other social media sites, may use cookies, web beacons, and other storage technologies to collect or receive information from the websites and apps you visit and elsewhere on the internet and use that information to provide measurement services and target ads. You may be able to opt out of receiving personalized advertisements from advertisers and/or advertising networks who are either members of the Network Advertising Initiative or subscribers to the Digital Advertising Alliance’s Self-Regulatory Principles for Online Behavioral Advertising. To learn more about your choices for opting out of personalized advertising through websites and/or apps, please visit:

- Network Advertising Initiative (NAI)
- Browser Opt-Out: http://www.networkadvertising.org/choices/
- Digital Advertising Alliance (DAA)
- Browser Opt-Out: http://www.aboutads.info/choices/
- App Opt-Out: http://youradchoices.com/appchoices

We also use Twitter Ads products for purposes of conversion tracking and serving ads targeted to users’ interests. You can opt out of interest-based advertising on Twitter by adjusting your personalized ad settings for your Twitter account, or using the DAA’s opt out tool above. You can also learn more about Twitter Ads programs at: https://support.twitter.com/articles/20170405.

You may also be able to change your mobile device settings to opt out of personalized advertising through apps. For example, for iOS mobile devices, go to “Settings” from your device’s home screen; scroll down to “Privacy”; select “Advertising”; and turn on “Limit Ad Tracking.” Also, for location-based

ads, you may go to “Settings” from your device’s home screen; select “Privacy”; select “Location Services”; select “System Services”; and de-select “Location-Based Apple Ads.” For Android mobile devices, go to “Google Settings” on your device; select “Ads”; and check the box labeled “Opt Out of Interest-Based Ads.” Please note that when you opt out of personalized advertising, you may continue to see online advertising on the YaHelps Platform and/or our ads on other Internet websites.
We may anonymize or aggregate data collected through the YaHelps Platform and use it for any authorized purpose.

5. Use of Your Profile Pictures and Other Job-related Pictures
“Photos” is defined as any photograph(s), image(s), or graphic(s) that we obtain from Users through the YaHelps Platform, including those uploaded by you or other Users, such as profile pictures and service-related job photos.
Unless we expressly obtain your individual permission, YaHelps will only use your Photos specifically for YaHelps-platform related purposes, such as showing job-related pictures as well as marketing, advertising, and other related purposes. YaHelps enables Users to post job-related pictures, including “before” and “after” job pictures, to third-party websites and apps. YaHelps will not share your Photos with other third parties for their direct marketing purposes.

6. Disclosure of Information to Others
When you use the YaHelps Platform, our third-party partners, such as ad networks and analytics providers, use tracking technologies to collect information about how the YaHelps Platform is used and about the devices used to access the YaHelps Platform. Our partners also may collect information about your online activities over time and on other websites or apps. When our third-party partners provide such features, they are governed by the privacy policies of their governing organizations. You may be able to change browser or app settings to block and delete these technologies when you access the YaHelps Platform, but that might interfere with the YaHelps Platform’s proper functioning.
To operate the YaHelps Platform, including supporting your activities on the YaHelps Platform, we may share your Personal Information with vendors, agents, and third-party service providers in exchange for their support services like email origination, receipt/support services, and other user relationship management services.
As set forth herein, we do not rent, sell, or share Personal Information (as defined by California Civil Code § 1798.83) about you with other people or nonaffiliated companies for their direct marketing purposes unless we have your permission. We may allow access to other data collected by the YaHelps Platform to enable the delivery of our online advertising on the YaHelps Platform and on other websites and online services, or to send you information we think may be useful or relevant to you. The following are examples of how we share your information with third-party service providers.

- Data Analytics: We retain third-party service providers to help us perform data analytics regarding your interactions with the YaHelps Platform. For example, we use Google Analytics Service for purposes of analyzing usage of the YaHelps Platform. You can find information about Google's privacy practice at: https://www.google.com/policies/privacy/partners. We also use Braze, Branch Metrics, and Mixpanel to collect and provide reports to us showing your interaction with the YaHelps Platform, and to assist YaHelps with its marketing and transactional communications. You can find information about Braze's privacy policy at: https://www.braze.com/privacy/; Branch Metric's privacy policy at: https://branch.io/policies/; and Mixpanel's privacy policy at: https://mixpanel.com/legal/privacy-policy.
- Other Users: When you agree to provide Services as a Provider, we will display certain information about you to the Customer who requested the work, including your name, photograph,

geo-location, and rating. When you submit a Service request as a Customer, we will display certain information about you to Providers, including your name, address, photograph (if any), rating, and photographs of the job site.

- Social Networking and Other Websites: The YaHelps Platform may allow you to share information, including Personal Information, with social networking websites, such as Facebook, Google, etc. Except for our marketing and advertising purposes, we do not share your Personal Information with them unless you specifically authorize it. If you choose to log in to the YaHelps Platform through social networking websites, we may share information about your account with the social networking site. Their use of the information will be governed by their privacy policies, and you may be able to modify your privacy settings on their websites.
- Legal and Similar Disclosures: We may access, preserve, and disclose collected information, if we believe doing so is required or appropriate in the following situations: to comply with law enforcement requests and legal process, such as a court order or subpoena; to respond to your requests; or to protect your, our, or others' rights, property, or safety. We may also disclose your Personal Information as part of a dispute among Users or between Users and YaHelps as well as to an attorney in the process of obtaining legal advice.
- Merger, Sale, or Other Asset Transfers: If we are involved in a merger, acquisition, financing due diligence, reorganization, bankruptcy, receivership, sale of YaHelps assets, or transition of service to another provider, your information may be sold or transferred as part of such a transaction as permitted by law and/or contract. We cannot control how such entities may use or disclose such information.
- With Your Permission: We may also disclose your Personal Information with your permission as set forth herein.
- Research and Development: We may use the information we collect for testing, research, analysis and product development. This allows us to improve and enhance the safety and security of our services, develop new features and products, and facilitate insurance and finance solutions in connection with our services.

7. Information Collected by Cookies and Other Technologies

Like most online services and mobile applications, we and our third-party service providers may use cookies, web beacons, and similar tracking technologies to collect information about your activity from the computer or devices you use to access the YaHelps Platform. A cookie is a file saved on a user’s hard drive that stores certain information about user activity. Users must agree to let cookies be saved for them, and most web browsers are set to accept cookies by default. Although you can modify your browser/device settings to reject cookies if desired, this could potentially affect the availability and functionality of our services.

Any third party with whom we are allowed to share your Personal Information is authorized to use your Personal Information in accordance with our contractual arrangements with such third parties and in accordance with their own privacy policies, over which we have no control. You agree that we are not responsible or liable for any of their actions or omissions. Those who contact you will need to be instructed directly by you regarding your preferences for the use of your Personal Information by them.

8. Information Retention

To preserve the integrity of our databases, standard procedure calls for us to retain information submitted by members for an indefinite length of time. You agree that we may store the information we collect for this indefinite length of time.

9. Children's Information
We do not knowingly collect information from children under 13, as the YaHelps Platform is not directed at Users under 18. If you are a parent and believe that your child under the age of 13 has used the YaHelps Platform and provided personal identifiable information to us through the YaHelps Platform, please contact us at YaHelps@mail.com or at our mailing address so we can delete that account and/or any Personal Information collected from them on the YaHelps Platform.

10. Our Security Precautions
Your YaHelps profile is password-protected so that only you and authorized YaHelps employees have access to your account information. In order to maintain this protection, do not give your password to anyone. YaHelps staff will never proactively reach out to you and ask for any personal account information, including your password. If you share a computer or mobile device, in order to protect your information entered on public terminals from disclosure to third parties, you should sign out of your YaHelps account and close the browser window or mobile app before someone else logs on. YaHelps has security measures in place intended to help protect against the loss, misuse, and alteration of the information under our control.

11. International. Your information may be transferred to and maintained on computer networks which may be located outside of the state, province, or other governmental jurisdiction in which you reside; and the privacy laws governing the country/jurisdiction of these computer networks may be less protective.

YaHelps takes steps to ensure that your information is secure on its system. Unfortunately, no data transmission over the Internet can be guaranteed to be 100% secure. As a result, YaHelps cannot guarantee the security of any information you transmit to us, and you do so at your own risk. YAHELPS EXPRESSLY DISCLAIMS ANY REPRESENTATION OR WARRANTY, WHETHER EXPRESSED OR IMPLIED, WITH RESPECT TO ENSURING, GUARANTEEING, OR OTHERWISE OFFERING ANY DEFINITIVE PROMISE OF SECURITY IN CONNECTION WITH YOUR PERSONAL INFORMATION OR USAGE INFORMATION AND FURTHER DISCLAIMS ANY LIABILITY THAT MAY ARISE SHOULD ANY OTHER INDIVIDUALS OBTAIN THE INFORMATION YOU SUBMIT TO THE YAHELPS PLATFORM.

12. Links to Third-Party Websites and Online Services
This Policy applies solely to information collected by the YaHelps Platform. The YaHelps Platform may contain links to other websites, charitable organizations, or online services; and we of course are not responsible for other websites' privacy practices. We advise Users upon leaving the YaHelps Platform to carefully review the privacy statements of any website that collects personally identifiable information.
Note that, as set forth herein, we do not provide your Personal Information to third parties for their own marketing purposes without your consent.

13. Contacting YaHelps
If you have any questions about this Policy, the practices of YaHelps, or your dealings with YaHelps, you may contact us by email at YaHelps@mail.com.

Part 2 of Private Policy

Yahelps built the YaHelps app as a Free app. This SERVICE is provided by Yahelps at no cost and is intended for use as is.

This page is used to inform visitors regarding our policies with the collection, use, and disclosure of Personal Information if anyone decided to use our Service.
If you choose to use our Service, then you agree to the collection and use of information in relation to this policy. The Personal Information that we collect is used for providing and improving the Service. We will not use or share your information with anyone except as described in this Privacy Policy.
The terms used in this Privacy Policy have the same meanings as in our Terms and Conditions, which is accessible at YaHelps unless otherwise defined in this Privacy Policy.

Information Collection and Use

For a better experience, while using our Service, we may require you to provide us with certain personally identifiable information, including but not limited to Phone Number, Name, Address, GPS location, Photo, email.. The information that we request will be retained by us and used as described in this privacy policy.
The app does use third party services that may collect information used to identify you.
Link to privacy policy of third party service providers used by the app

- Google Play Services
- Firebase Analytics
- Fabric
- Crashlytics

Log Data

We want to inform you that whenever you use our Service, in a case of an error in the app we collect data and information (through third party products) on your phone called Log Data. This Log Data may include information such as your device Internet Protocol (“IP”) address, device name, operating system version, the configuration of the app when utilizing our Service, the time and date of your use of the Service, and other statistics.

Cookies

Cookies are files with a small amount of data that are commonly used as anonymous unique identifiers. These are sent to your browser from the websites that you visit and are stored on your device's internal memory.
This Service does not use these “cookies” explicitly. However, the app may use third party code and libraries that use “cookies” to collect information and improve their services. You have the option to either accept or refuse these cookies and know when a cookie is being sent to your device. If you choose to refuse our cookies, you may not be able to use some portions of this Service.

Service Providers

We may employ third-party companies and individuals due to the following reasons:

- To facilitate our Service;
- To provide the Service on our behalf;
- To perform Service-related services; or
- To assist us in analyzing how our Service is used.

We want to inform users of this Service that these third parties have access to your Personal Information. The reason is to perform the tasks assigned to them on our behalf. However, they are obligated not to disclose or use the information for any other purpose.

Security

We value your trust in providing us your Personal Information, thus we are striving to use commercially acceptable means of protecting it. But remember that no method of transmission over the internet, or method of electronic storage is 100% secure and reliable, and we cannot guarantee its absolute security.

Links to Other Sites

This Service may contain links to other sites. If you click on a third-party link, you will be directed to that site. Note that these external sites are not operated by us. Therefore, we strongly advise you to review the Privacy Policy of these websites. We have no control over and assume no responsibility for the content, privacy policies, or practices of any third-party sites or services.

Children's Privacy

These Services do not address anyone under the age of 13. We do not knowingly collect personally identifiable information from children under 13. In the case we discover that a child under 13 has provided us with personal information, we immediately delete this from our servers. If you are a parent or guardian and you are aware that your child has provided us with personal information, please contact us so that we will be able to do necessary actions.

Changes to This Privacy Policy

We may update our Privacy Policy from time to time. Thus, you are advised to review this page periodically for any changes. We will notify you of any changes by posting the new Privacy Policy on this page. These changes are effective immediately after they are posted on this page.

Contact Us

If you have any questions or suggestions about our Privacy Policy, do not hesitate to contact us at yahelps@mail.com.

Part 2 of Privacy Policy

Yahelps built the YaHelps app as a Free app. This SERVICE is provided by Yahelps at no cost and is intended for use as is.

This page is used to inform visitors regarding our policies with the collection, use, and disclosure of Personal Information if anyone decided to use our Service.

If you choose to use our Service, then you agree to the collection and use of information in relation to this policy. The Personal Information that we collect is used for providing and improving the Service.

We will not use or share your information with anyone except as described in this Privacy Policy.

The terms used in this Privacy Policy have the same meanings as in our Terms and Conditions, which is accessible at YaHelps unless otherwise defined in this Privacy Policy.

Information Collection and Use

For a better experience, while using our Service, we may require you to provide us with certain personally identifiable information, including but not limited to Phone Number, Name, Address, GPS location, Photo, email.. The information that we request will be retained by us and used as described in this privacy policy.

The app does use third party services that may collect information used to identify you.

Link to privacy policy of third party service providers used by the app

- Google Play Services
- Firebase Analytics
- Fabric

- **Crashlytics**

Log Data

We want to inform you that whenever you use our Service, in a case of an error in the app we collect data and information (through third party products) on your phone called Log Data. This Log Data may include information such as your device Internet Protocol (“IP”) address, device name, operating system version, the configuration of the app when utilizing our Service, the time and date of your use of the Service, and other statistics.

Cookies

Cookies are files with a small amount of data that are commonly used as anonymous unique identifiers. These are sent to your browser from the websites that you visit and are stored on your device's internal memory.

This Service does not use these “cookies” explicitly. However, the app may use third party code and libraries that use “cookies” to collect information and improve their services. You have the option to either accept or refuse these cookies and know when a cookie is being sent to your device. If you choose to refuse our cookies, you may not be able to use some portions of this Service.

Service Providers

We may employ third-party companies and individuals due to the following reasons:

- To facilitate our Service;
- To provide the Service on our behalf;
- To perform Service-related services; or
- To assist us in analyzing how our Service is used.

We want to inform users of this Service that these third parties have access to your Personal Information. The reason is to perform the tasks assigned to them on our behalf. However, they are obligated not to disclose or use the information for any other purpose.

Security

We value your trust in providing us your Personal Information, thus we are striving to use commercially acceptable means of protecting it. But remember that no method of transmission over the internet, or method of electronic storage is 100% secure and reliable, and we cannot guarantee its absolute security.

Links to Other Sites

This Service may contain links to other sites. If you click on a third-party link, you will be directed to that site. Note that these external sites are not operated by us. Therefore, we strongly advise you to review the Privacy Policy of these websites. We have no control over and assume no responsibility for the content, privacy policies, or practices of any third-party sites or services.

Children’s Privacy

These Services do not address anyone under the age of 13. We do not knowingly collect personally identifiable information from children under 13. In the case we discover that a child under 13 has provided us with personal information, we immediately delete this from our servers. If you are a parent or

guardian and you are aware that your child has provided us with personal information, please contact us so that we will be able to do necessary actions.

Changes to This Privacy Policy

We may update our Privacy Policy from time to time. Thus, you are advised to review this page periodically for any changes. We will notify you of any changes by posting the new Privacy Policy on this page. These changes are effective immediately after they are posted on this page.

Contact Us

If you have any questions or suggestions about our Privacy Policy, do not hesitate to contact us at yahelps@mail.com