

# USER TERM & CONDITIONS



## 1. DEFINITIONS

- 1.1. In these terms and conditions, unless inconsistent with the context or otherwise specified the following definitions shall apply:
  - 1.1.1. “Services” means the variety of cleaning services that are offered through the Ulu App;
  - 1.1.2. “Ulu App” mean the mobile application called ‘Ulu’;
  - 1.1.3. “You” means the person named as the registered user of Ulu App. If there is more than one, you mean each person separately as well as every two or more of them jointly; and
  - 1.1.4. “we” means Ulu App Sdn Bhd as the entity providing the Ulu App to you, and its successors and assigns.

## 2. USER RIGHTS AND RESPONSIBILITIES

- 2.1. Subject to your agreement to and compliance with these terms and conditions, we grant to you a non-exclusive, non-transferable, non-shareable, revocable, limited license to use the Ulu App solely for your personal, non-commercial use in accordance with these terms and conditions.

## 3. PROPER OR EXPECTED USAGE OF THE APP

- 3.1. You agree to use the Ulu App in accordance with these terms and conditions and applicable laws and regulations. You will not violate any applicable law, contract, intellectual property or other third-party right or commit a tort, you are solely responsible for your conduct while accessing or using the Ulu App. In connection with your use of the Ulu App and the Services provided by it, you will not:
  - 3.1.1. engage in any harassing, threatening, intimidating, predatory or stalking conduct;
  - 3.1.2. impersonate another person or log into an account which you are not authorized to access;
  - 3.1.3. use or attempt to use another user’s account without authorization from that user and Ulu App;
  - 3.1.4. use the Ulu App in any manner that could interfere with, disrupt, negatively affect or inhibit other users from fully enjoying use of the Ulu App and Services or that could damage, disable or impair the functioning of the Ulu App and the Services in any manner, including with respect to Ulu App’s network or network security;
  - 3.1.5. interfere or attempt to interfere with the Services or any user, host or network, including by way of introducing a virus, overloading, “flooding” or crashing, or sending unsolicited e-mails, promotions or advertisements;
  - 3.1.6. reverse engineer, decompile, or disassemble any aspect of the Ulu App or do anything that might discover source code or bypass or circumvent measures employed to prevent or limit access to any part of the Ulu App; or
  - 3.1.7. develop or use any third-party applications that interact with the Ulu App without our prior written consent, including any scripts designed to scrape or extract data from the Ulu App

## 4. INTELLECTUAL PROPERTY PROTECTION

- 4.1. We are the owner or the licensee of all intellectual property rights in the Ulu App and the material published on it. Those works are protected by copyrights laws and treaties around the world. All such rights are reserved. In accessing the Ulu App, you agree that you will access its contents and use the Services solely for your personal, non-commercial use. The Ulu App, including parts of it, may not be downloaded, copied, reproduced, transmitted, stored, sold or distributed without the prior written consent of the copyright holder. This excludes the downloading, copying and/or printing of pages of the Ulu App for personal, non-commercial home use only.

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## 5. PAYMENT DETAILS

- 5.1. Ulu App will require payment in advance by you before you receive the Services provided by it. You will be required to provide a valid payment card number and associated information for a payment card that you are authorized to use, including any or all of the following: (i) your name as it appears on the card; (ii) the credit or debit card type; (iii) the card's expiration date; (iv) any activation number or codes needed to charge your card; and (v) the billing address associated with the card.
- 5.2. You authorize Ulu App and our payment processor to use the information you submit to charge your card for the Service fees in addition to any fees and charges (where applicable) at our convenience.

## 6. PROCEDURE FOR ACCOUNT TERMINATION

- 6.1. If you are in breach of any of these terms and conditions, we reserve the right, in our sole discretion to terminate your inability to access or use the Ulu App based on such termination.
- 6.2. Notwithstanding the above provision, you may cancel/terminate your account at any time by sending an email via [support@uluclean.com](mailto:support@uluclean.com) or calling us on +673-8822667. Cancellation will be effective within 5 working days and all your user data will be deleted.

## 7. DISCLAIMER AND WARRANTIES

- 7.1. The Ulu App is provided "as is" and Ulu App makes no guarantee as to the safety, security or workability of the app. To the extent permitted by law, Ulu App disclaims all warranties, whether express or implied, including the implied warranties of merchantability, fitness for a particular purpose, title and non-infringement.

## 8. EXCLUSION OR LIMITATION OF LIABILITY

- 8.1. Ulu App and our affiliates, directors, officers, employees, licensors, suppliers and agents will not be liable for any indirect, incidental, special, consequential, punitive or multiple damages, or any loss of profits or revenues, whether incurred directly or indirectly, or any loss of data, use, goodwill or other intangible losses resulting from: (i) your use of the App or inability to use the App; (ii) your access to or inability to access the app; or (iii) unauthorized access, use or alteration of your content. In no event will Ulu App or its affiliates' aggregate liability for all claims relating to the Services exceed the amount of the job task requested by you.

## 9. NOTIFICATION OF MODIFICATION OF TERMS

- 9.1. We may make changes to these terms and conditions from time to time. If we make changes, we will post the amended terms and conditions within the App. We may also attempt to notify you sending an e-mail notification to the address associated with your account or providing notice through the Ulu App. Unless we say otherwise in our notice, the amended terms and conditions will be effective immediately and your continued access to and use of the Ulu App after we provide notice will confirm your acceptance of the changes. If you do not agree to the amended terms and conditions, you must stop accessing and using the Ulu App.

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## 10. GOVERNING LAW

- 10.1. These terms and conditions are subject to the laws of Brunei Darussalam and you agree to submit to the exclusive jurisdiction of the Brunei courts for matters arising from or in connection with these terms and conditions

## 11. PRIVACY

- 11.1. Your privacy matters to us. Ulu App shall keep all customers' information confidential unless disclosure is required by law or an order of a court of competent jurisdiction or other competent authority