

User Agreement

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Thank you for using NearOnes!

1. Introduction

- 1.1. NearOnes B.V. (**NearOnes**) is located at the Europalaan 400-4 (3526 KS) in Utrecht. NearOnes hosts the website www.nearones.com (the **Platform**). Through the Platform, a person with a task (the **Taskgiver**) can engage an individual service provider (the **Tasktaker**) to perform a task for a certain fee (the **Task Fee**).
- 1.2. The Taskgiver and Tasktaker both qualify as a user of the Platform. Where it regards the contractual relationship between Taskgiver and Tasktaker on the one hand and NearOnes on the other hand, the Taskgiver and Tasktaker will be generally referred to as a **User** individually and as **Users** collectively.
- 1.3. This User Agreement primarily serves to provide for the terms and conditions that apply to the legal relationship between NearOnes and its Users. In addition thereto, this User Agreement provides for as a set of provisions that may, notwithstanding any deviations agreed upon between the Taskgiver and Tasktaker, form the contractual basis of their contractual relationship.

2. Platform

- 2.1. NearOnes enables its Users to enter into a direct agreement with each other (the **Task Agreement**) through its Platform. For this purpose, NearOnes has the right to add, remove or change its functions.
- 2.2. A Task Agreement will be entered into by the Taskgiver and Tasktaker. NearOnes is not a party to the Task Agreement and has no influence on the performance of any obligations under the Task Agreement by either party thereto.

3. Profile

- 3.1. In order to use the Platform, the User will have to create a profile (the **User Profile**). The information provided by the User for this purpose shall be true, accurate, complete and not misleading.
- 3.2. The User shall amend, delete or complement the provided information as soon as such information may reasonable be expected to be untrue, inaccurate, incomplete or misleading.
- 3.3. Each User shall create no more than one User Profile, which is only to be used by the User itself. The User shall not share its account details with others or grant them access to its account in any way.

- 3.4. For safety purposes, NearOnes may require a User to identify itself. Until such identification has taken place, NearOnes may deny an unidentified User access to its Platform.
- 3.5. NearOnes may temporarily or permanently disable or delete a User Profile if the relevant User acts in breach of the User Agreement, which is to be determined by NearOnes at its sole discretion,

4. Payment and commission

- 4.1. NearOnes provides for safe payments between the Taskgiver and Tasktaker for the purpose of their Task Agreement. NearOnes may also engage a third party to provide these payment services instead.
- 4.2. NearOnes charges a fee for hosting the Platform (the **Platform Fee**). The amount of the Platform Fee depends on several circumstances such as the time between the scheduled task and the moment of entering into the Task Agreement. An overview of the current Platform Fee structure can be found on <https://www.nearones.com/help> at all times. NearOnes will deduct the Platform Fee from the Task Fee before paying the remainder of the Task Fee to the Tasktaker after the successful completion of a Task.
- 4.3. Users are not allowed to enter into a Task Agreement with each other directly or through a third party without NearOnes' prior written approval. The Task Fee shall be paid through the Platform. Should a User pay the Task Fee by other means than the Platform, it will incur a penalty in the amount of EUR 50,00.
- 4.4. Should a User pay the Task Fee by other means than the Platform, the Platform Fee shall be paid to NearOnes by either the Taskgiver or Tasktaker ultimately within 7 days after the Task Fee has been paid. Should a User fail to timely pay the Platform Fee, it will incur a daily penalty in the amount of EUR 25,00 until the Platform Fee has been paid in full.
- 4.5. In case of an excusable failure of a User to act in conformity with clause 4.3 or 4.4, NearOnes will not collect the relevant contractual penalty. Whether such failure is excusable is to be determined by NearOnes at its sole discretion.
- 4.6. Once a task has been completed, this will be confirmed to NearOnes by the Tasktaker. Upon receiving such confirmation from the Tasktaker, NearOnes will inform the Taskgiver thereof. From that moment, the Taskgiver will have 48 hours to inform NearOnes that the Tasktaker did not perform its obligations under the Task Agreement to the Taskgiver's satisfaction (a **Complaint**), in which case NearOnes will enter into consultation with the Taskgiver and, based thereon, refund the Task Fee.
- 4.7. In case the payment is being made by direct debit through the bank account provided by the Taskgiver and there is a collection failure, this will normally result in dispute fees with the payment provider. In instances when the Taskgiver has raised a complaint under the conditions described in clause 4.6, any dispute fees charged, will be paid by the platform. In any other case, the dispute fees will have to be paid by the Taskgiver, including but not limited to instances when the collection failure is

happening due to either insufficient balance, incorrect account details or disputes raised by the Taskgiver but not compliant with the conditions of clause 4.6.

- 4.8. Clause 4.6 will not deter to any right of the Tasktaker such as a claim for performance of any obligation or a claim for damages based on either the Task Agreement or the law.
- 4.9. If the Tasktaker confirms the completion of the task and the Taskgiver does not timely file a Complaint, the Task Fee will be transferred to the Tasktaker after deduction of the Platform Fee.
- 4.10. Clause 4.8 will not deter to any right of the Taskgiver such as a claim for performance of any obligation or a claim for damages based on either the Task Agreement or the law.
- 4.11. In case of a cancellation of the Task Agreement, NearOnes will be entitled to a Commission based on the cancellation fees included in clause 10.1.7 of this User Agreement.
- 4.12. No Commission will be due in case of a cancellation of the Task Agreement based on an important reason. Whether a reason qualifies as important is to be determined by NearOnes at its sole discretion.

5. **Reviews**

- 5.1. NearOnes provides the User with the possibility to review the performance of their Task Agreement by another user for the purpose of increasing the quality of the services provided through the Platform. These reviews may be shown by NearOnes for promotion purposes.
- 5.2. NearOnes is entitled to amend or delete reviews that do not contribute to quality improvement in a respectful manner.

6. **Code of conduct**

- 6.1. When using the Platform or performing any obligation under a Task Agreement, the User shall at least observe the level of care that may be reasonably expected from a decent and competent user.
- 6.2. When using the Platform, the User represents to have taken notice of the most recent version of the code of conduct (the **Code of Conduct**). The User shall act in conformity with the Code of Conduct when using the Platform or executing the Task Agreement. The recent Code of Conduct will be available on the website www.nearones.com/codeofconduct.
- 6.3. Pursuant to the Code of Conduct, any advertisement, message or information spread on the Platform by the User shall not include:

- offensive language, irrelevant information or an encouragement to perform illegal acts;
- obscene or sexual content; or
- expressions that are in conflict with the law or standards of good moral.

7. Liability, insurance and indemnification

7.1. NearOnes is not involved in the Task Agreement and has no influence on the performance of any obligation thereunder. NearOnes is not liable for damages based on a failure to perform an obligation under the Task Agreement.

7.2. User indemnifies NearOnes for any damage or cost in connection with the Task Agreement including third-party claims.

7.3. In case NearOnes is liable and the aforementioned provisions do not apply, NearOnes is not liable for indirect damages and its liability is limited to the payment of damages in the amount of EUR 500,00. Indirect damages include consequential damages, a loss of profit, a missed saving or a loss of data.

7.4. In particular, NearOnes is not liable for:

- damage caused by a User in connection with a Task Agreement of the use of the Platform;
- temporary or permanent impossibility to use the Platform;
- wrong, incomplete, or outdated information; or
- unlawful third-party usage of the Platform or the systems used by NearOnes.

8. Peace of mind guarantee

8.1. NearOnes understands that its Users wish to be confronted with as less unexpected costs as possible. Should a User suffer financial damage in connection with a Task Agreement, NearOnes may choose to compensate the User for such damage up to an amount equal to two times the Task Fee.

8.2. The sole purpose of any compensation paid by NearOnes on the basis of clause 7.6 is to prevent a shortcoming or accident in connection with a Task Agreement from negatively impacting the user satisfaction in relation to NearOnes or its Platform.

8.3. NearOnes will make a commercial decision on whether or not to pay a User of its Platform any compensation at its sole discretion on a case-to-case basis. The arrangement included in this article (the **Peace of Mind Guarantee**) does not constitute any obligation for NearOnes to compensate its Users for any damage incurred in connection with a Task Agreement.

- 8.4. NearOnes will publish a compensation policy on its website to provide Users with an impression of several factors it may take into account when deciding on whether or not to compensate a User for any damage incurred.
- 8.5. The factors included in the compensation policy are not limitative and the compensation policy is without prejudice to the right of NearOnes to decide at its sole discretion whether it compensates a User for any damage incurred.

9. Privacy

- 9.1. NearOnes collects, processes and uses personal data of its Users in conformity with its privacy statement.
- 9.2. NearOnes shall provide its Users with the possibility to delete their personal data at all times.
- 9.3. An elaborate privacy statement can be consulted at <https://www.nearones.nl/termsprivacy>.

10. Complaints

- 10.1. NearOnes is not a party to the Task Agreement. Therefore, it cannot guarantee the correct performance of any obligation thereunder. However, NearOnes will endeavor to adequately take care of any complaint filed by a User with regard to the Platform.

11. Task Agreement

- 11.1. Notwithstanding any deviation agreed upon between the Taskgiver and Tasktaker, the Task Agreement is entered into under the following conditions.
 - 11.1.1. The Task Agreement will enter into effect upon acceptance by the Taskgiver of an offer from the Tasktaker to perform the relevant task.
 - 11.1.2. The assignment to the Tasktaker will include the task as described by the Taskgiver through the Platform.
 - 11.1.3. The Tasktaker will perform its obligations under the Task Agreement as it sees fit and for its own risk and account.
 - 11.1.4. The Taskgiver shall provide the Tasktaker with all information and support that may reasonably be expected from a Taskgiver based on the nature of the task.
 - 11.1.5. The Tasktaker represents that its knowledge and skills are sufficient to perform its obligations under the Task Agreement in a timely and reliable manner.
 - 11.1.6. The Taskgiver and Tasktaker shall act towards each other in conformity with the Code of Conduct.

- 11.1.7. The Taskgiver is entitled to cancel the Task Agreement at all times. However, depending on the time between the cancellation and the scheduled task, a cancellation fee will be due.
- In case of a cancellation by the Taskgiver at least 24 hours before the scheduled task, no cancellation fee will be due.
 - In case of a cancellation by the Taskgiver between 5 to 24 hours before the scheduled task, a cancellation fee equal to 10% of the Task Fee will be due, with a minimum of EUR 5.00. Should the Task Fee amount to less than EUR 5.00, the Task Fee will be due instead.
 - In case of a cancellation by the Taskgiver between 1 to 5 hours before the scheduled task, a cancellation fee equal to 25% of the Task Fee will be due, with a minimum of EUR 10.00. Should the Task Fee amount to less than EUR 10.00, the Task Fee will be due instead.
 - In case of a cancellation by the Taskgiver less than 1 hour before the scheduled task, a cancellation fee equal to 50% of the Task Fee will be due, with a minimum of EUR 25.00. Should the Task Fee amount to less than EUR 25.00, the Task Fee will be due instead.
- 11.1.8. The Tasktaker is able to cancel the Task Agreement at any time. However, such cancellation by the Tasktaker will be shown on its User Profile on the Platform so that other Users can assess the chance of the Tasktaker actually performing its obligations under the Task Agreement.
- 11.1.9. Insofar the liability of the Tasktaker is not covered by its insurance, its liability is limited to direct damage in a maximum amount equal to the three times the Task Fee with a maximum of EUR 150.00. Direct damage does not include consequential damages, lost profits, missed savings or the loss of data in any case.
- 11.1.10. Any deviation from the provisions included in clause 10 of this User Agreement between the Taskgiver and Tasktaker does not detract from any right of NearOnes.

12. Other

- 12.1. This User Agreement is governed by Dutch law.
- 12.2. Any claim in connection with this User Agreement shall be brought before the District Court of Amsterdam.
- 12.3. If any provision of this User Agreement is invalid, void or unenforceable, the remainder of the provisions shall remain in full force.