

## **Terms of Use / User Agreement**

These Terms of Use, together with the privacy policy available at [www.AslyDost.com/privacy](http://www.AslyDost.com/privacy) ("**Privacy Policy**") and the rules, policies, terms and conditions set forth in, referred to and/or linked herein and as amended from time to time, all of which are incorporated herein by reference, are, collectively hereinafter referred to as the "**Agreement**".

This Agreement constitutes a legal agreement between you ("**you**", "**your**" or "**User**") AslyDost, a brand owned by GreenMax International (Pvt) Limited (incorporated and existing under the laws of Pakistan and having its registered office at D2, Block 3 Clifton, Karachi, Pakistan), hereinafter referred to as "**AslyDost**", "**our**" or "**us**".

This Agreement governs your use of our services and a platform that facilitates communications between Users offered through our website located at [www.AslyDost.com](http://www.AslyDost.com), as may be modified, relocated and/or redirected from time to time (the "**Site**"), and the mobile applications offered by us including all modifications and updates incidental thereto (the "**Apps**"). Our services, platform, Site and Apps are collectively referred to as the "**AslyDost Platform**".

By accessing, using or registering with the AslyDost Platform or any portions thereof, you hereby expressly, unconditionally, irrevocably and unequivocally acknowledge and agree to be bound by the terms and conditions of this Agreement, and any future amendments, modifications and additions to this Agreement as may be published by us from time to time. If you do not agree to accept and be bound by this Agreement, you must immediately discontinue the use of the AslyDost Platform in any manner whatsoever. AslyDost's acceptance shall be conditional upon your express assent to this Agreement in its entirety. If this Agreement is considered to be an offer by us, acceptance is expressly limited to this Agreement.

By using the AslyDost Platform, you hereby represent and warrant that: (i) you are at the age of a minimum of 18 years or above, are at least of the legally required age in the jurisdiction in which you reside, and are otherwise capable of entering into binding legal contracts; and (ii) you have the right, power, authority and capacity to enter into this Agreement and to abide by the terms and conditions of this Agreement, and that you will so abide at all times until you are a registered User of AslyDost Platform. In the event you enter into this Agreement on behalf of a company or an organization, you hereby represent and warrant that you have been duly authorized to act on behalf of that entity and to bind that entity to this Agreement.

To the extent permitted and except where otherwise prohibited under the Applicable Laws, by accepting this Agreement, you hereby agree and acknowledge:

- that either party may compel binding arbitration for most types of disputes, and you shall submit to an informal dispute resolution process for at least 30 days prior to the initiation of any claim (Section 17).
- that no claims can be adjudicated on a class basis (Section 17).
- that you unconditionally agree to the AslyDost's cancellation policies and cancellation fees as and when applicable in our sole discretion (Section 4(d)).
- If you enroll in a Recurrent Service under these Terms, your plan and/or membership will automatically renew after an initial term if you do not cancel in accordance with these Terms (Section 3(c), Sections 4(d)).

- to release AslyDost from any and all kinds of liability based on claims relating to Services and otherwise (Section 15) and the limitation of time within which a claim can be brought (Section 19).
- to indemnify AslyDost from any and all claims (whether direct or indirect) due to your use, misuse or inability to use the AslyDost Platform, your violation of this Agreement, Applicable Laws or third-party rights, and/or content or information submitted from your account to the AslyDost Platform (Section 16).
- to any modifications or amendments to this Agreement (Section 20). Further, you consent to the collection, use, sharing and transfer of your data as outlined in the Privacy Policy as updated from time to time.
- AslyDost's sole liability with respect to disputes is set forth in the AslyDost Satisfaction Guarantee (Section 3(d)).
- Your agreement that AslyDost's Satisfaction Guarantee is limited to only Payments paid by Requesters through the AslyDost Platform for Professional Services that are booked and paid through the AslyDost Platform.

For the purposes of this Agreement, “Applicable Law” means any common or customary law, constitutional law, any statute, regulation, resolution, rule, ordinance, enactment, judgment, order, code, decree, directive, notification, clarification, guideline, policy, requirement or any other governmental direction having the force of law and any form or decision of or determination by or interpretation of any of the foregoing by any competent authority or governmental body or department, now or hereafter in effect, in each case as amended, re-enacted or replaced to the extent applicable to any of the Parties.

### **1. AslyDost Platform; Background Checks.**

a. The AslyDost Platform. The AslyDost Platform is a technology platform that makes available certain home-based services to individuals seeking to obtain services at home at their convenience (“**Requesters**”) that AslyDost fulfills by employing home service providers customarily engaged in a trade, occupation and/or business of providing the services requested hereunder (“**Professionals**”). Those certain services requested by the Requesters, which are to be completed by the Professionals, are hereinafter referred to as "**Professional Services**".

b. Background Checks and Licensing. ASLYDOST CHECKS THE BACKGROUNDS OF PROFESSIONALS VIA THIRD PARTY BACKGROUND CHECK SERVICES; PROVIDED, ASLYDOST PERFORMS SCREENING FOR EVERY PROFESSIONAL PRIOR TO ITS EMPLOYMENT ON THE ASLYDOST PLATFORM. ASLYDOST MAKES NO REPRESENTATION OR WARRANTY THAT A PROFESSIONALS' PROFILE AND BACKGROUND CHECK SCREENING INFORMATION IS UP TO DATE OR OTHERWISE AS TO THE RELIABILITY, ACCURACY AND GENUINENESS OF THE INFORMATION PROVIDED. WE HEREBY EXPRESSLY EXCLUDE OUR LIABILITY AND YOU HEREBY UNCONDITIONALLY AND IRREVOCABLY ACKNOWLEDGE THAT ASLYDOST IS UNDER NO OBLIGATION TO UPDATE A PROFESSIONAL'S BACKGROUND CHECK OR PROFILE. BY USING THE ASLYDOST PLATFORM AND EXCEPT AS EXPRESSLY SET FORTH HEREIN, THE REQUESTER AGREES TO HOLD ASLYDOST FREE FROM THE RESPONSIBILITY FOR ANY AND ALL LIABILITIES, CLAIMS OR DAMAGES, WHETHER DIRECTLY OR INDIRECTLY AND WHETHER CONSEQUENTIAL, PUNITIVE OR OTHERWISE THAT MIGHT ARISE OUT OF THE PROFESSIONAL SERVICES IN ANY MANNER WHATSOEVER.

## **2. Personal Information; User Accounts.**

a. Collection of your Personal Information. If you decide to access materials available on the AslyDost Platform, you will be required to register. You hereby agree and acknowledge that we may, in our absolute sole discretion, refuse to grant you, and you shall not use, a username, email address or screen name that is already being used by someone else; that may be construed as impersonating another person; that belongs to another person; that violates the intellectual property or other rights of any person; that is offensive; or that we reject for any other reason in our sole discretion. When you complete a registration with us, you will be required to provide certain personal information. You hereby represent and warrant that all such information provided will be true, accurate, genuine and complete, and that you will update this information promptly when it changes. If you provide any information that is found to be untrue or inaccurate, not current, or incomplete, or if we suspect that your information is untrue or inaccurate, not current, or incomplete, we may, in our sole discretion, suspend or terminate your right to access any material for which registration is required. Any personally identifiable information supplied hereunder will be subject to the terms of the Privacy Policy.

b. Account, Password and Security. You are the sole authorized user of your account with AslyDost. You shall be exclusively responsible for maintaining the confidentiality of any username, password and account provided by you or us for accessing the AslyDost Platform. You are solely and fully responsible for all activities that occur under your password or account, except that AslyDost may, in certain circumstances, have the right to access your account to make changes that you request, such as rescheduling a Service appointment. AslyDost has no control over the use of any User's account by the User or third parties and expressly disclaims any and all claims or liabilities derived therefrom in any manner whatsoever. Should you suspect that any unauthorized or suspicious use of your account, or suspicion that a third party may be using your password or account or any other breach of security, you shall be solely and exclusively responsible to contact us immediately at [www.aslydost.com/help](http://www.aslydost.com/help). Nothing in this section shall affect AslyDost's rights to limit or terminate the use of the AslyDost Platform, as provided below in section 4(b).

c. Proof of Identity. You will provide us with such proof of identity as we may reasonably request from time to time.

d. Text Messages and Phone Calls. By using the AslyDost Platform, you expressly consent and agree to accept and receive communications from us, including via fax, text (SMS) messages, calls, push notifications and other reasonable means at any of your contact numbers or addresses, even if you are listed on any federal, state, provincial or other applicable "Do Not Call" list, in order that we may provide the services set forth on the AslyDost Platform, to service your account, to reasonably address matters pertaining to your account, including but not limited to notifying you of, or confirming, appointments that you have scheduled, or for other purposes reasonably related to your service request and our business, including marketing related emails. Standard text messaging charges applied by your cell phone carrier will apply to text messages we send. By consenting to being contacted by AslyDost, you understand and agree that you may receive communications, including marketing communications generated by automatic telephone dialing systems and/or which will deliver prerecorded messages, sent by or on behalf of AslyDost, its affiliates, subsidiaries, parents and/or Users/Professionals, including but not limited to: operational communications concerning your account or use of the AslyDost Platform or Services, updates concerning new and existing features on the AslyDost Platform, communications concerning promotions run by us, and news concerning AslyDost and industry developments. For certain Professional Services, you also expressly authorize AslyDost to send you an automated prerecorded call confirming your Professional Services request, along with

calls from up to four Professionals that can help you with your request to the land-line or mobile phone number you provided, and you understand that either AslyDost or the Professionals may use automated phone technology (including autodialed and prerecorded messages) to call you and that your consent is not required to purchase products or services. You agree that by using the AslyDost Platform and requesting Professional Services, you are entering into a business relationship with AslyDost and/or Professionals and thus agree to be contacted by AslyDost and/or Professionals for various business purposes. You acknowledge that you are not required to consent to receive promotional messages as a condition of using the AslyDost Platform or the Services. If a contact number you have provided to us is no longer your number, you agree to notify us promptly that you can no longer be reached at that number. In case of your failure to do so, AslyDost shall not be responsible for providing any kind of professional assistance to you in any manner whatsoever. You represent that you have received, and are authorized to convey to us, the consent of any authorized users on your account to be contacted by us as described in this Section. You agree that all consents provided in this Section will survive cancellation of your account. You may opt-out of receiving promotional or marketing texts or calls from AslyDost at any time. You may opt-out of receiving all text (SMS) messages from AslyDost (including informational or transactional messages) by replying with the word "STOP" to a text message from us; however, you acknowledge that opting out of receiving all texts may impact your use of the AslyDost Platform or the Services at your sole risk and expense. You also acknowledge that AslyDost or its third-party service providers may record customer service calls after notice to you and with your consent, in order to assist you when you contact our customer support services and maintain quality assurance. You agree to AslyDost's use of a service provider to mask your telephone number when you call or exchange text (SMS) messages with a Professional or Requestor using a telephone number provided by AslyDost. During this process, AslyDost and its service provider will receive in real time and store call data, including the date and time of the call or text (SMS) message, the parties' phone numbers, and the content of the text (SMS) messages. You agree to the masking process described above and to AslyDost's use and disclosure of this call data for its legitimate business purposes.

TO KNOWINGLY INPUT FALSE INFORMATION, INCLUDING BUT NOT LIMITED TO NAME, PHONE NUMBER, ADDRESS OR E-MAIL ADDRESS IS A VERY SERIOUS AND FRAUDULENT MATTER THAT COULD RESULT IN SIGNIFICANT COSTS AND DAMAGES INCLUDING INVASION OF PRIVACY RIGHTS, TO ASLYDOST AND THE PROFESSIONALS, AND TO CONSUMERS, AS WELL AS THE LOSS OF TIME, EFFORT AND EXPENSE RESPONDING TO AND PURSUING SUCH FALSE INFORMATION AND REQUEST, AND FURTHER, COULD RESULT IN REGULATORY FINES AND PENALTIES. ACCORDINGLY, IF YOU KNOWINGLY INPUT FALSE INFORMATION IN A SERVICE REQUEST, INCLUDING BUT NOT LIMITED TO, THIRD PARTY USER'S NAME, E-MAIL ADDRESS, PHYSICAL ADDRESS OR PHONE NUMBER OR A RANDOM OR MADE UP NAME, ADDRESS, E-MAIL OR PHONE NUMBER YOU AGREE TO FULLY INDEMNIFY AND BE LIABLE TO ASLYDOST AND EACH PROFESSIONAL WHO PROVIDES SUCH PROFESSIONAL SERVICES, FOR THE GREATER OF: (1) A MINIMUM AMOUNT OF PKR 10,000 TO EACH OF ASLYDOST AND EACH OF THE AFFECTED PROFESSIONALS AND FOR EACH OF THE ACTUAL PERSON(S) AFFECTED BY ANY OF THE IMPROPER, INCORRECT OR FRAUDULENT INFORMATION YOU ENTER (FOR EXAMPLE THE ACTUAL OWNER OF THE E-MAIL ADDRESS OR PHONE NUMBER, ETC.), PER IMPROPER SUBMISSION, PLUS ANY ATTORNEYS FEES COSTS AND EXPENSE RELATING THERETO, IF APPLICABLE, OR (2) THE ACTUAL DAMAGES, DIRECT, PUNITIVE AND CONSEQUENTIAL, AND ANY REGULATORY OR JUDICIAL FINES OR PENALTIES THAT MAY ARISE FROM SUCH INTENTIONAL, MISLEADING, HARMFUL AND FRAUDULENT ACTIVITY, PLUS REASONABLE LEGAL FEES, COST AND EXPENSES

RELATING THERETO, WHICH EVER IS GREATER AND SHALL BE BANNED OR RESTRICTED FROM THE CONTINUED USE OF THE ASLYDOST PLATFORM.

e. Emails. AslyDost may send you confirmation and other transactional emails regarding the Professional Services. AslyDost and its affiliates, subsidiaries, parents may also send you emails about other services that we think might interest you ("Promotional Emails"). You can unsubscribe from Promotional Emails at any time by clicking unsubscribe in our email communications or contacting us.

### **3. Payments; Recurring Services and Recurring Charges; AslyDost Satisfaction Guarantee; Claims.**

a. Payments. Requesters are obligated to pay in advance for those Professional Services they OBTAIN through the AslyDost Platform ("**Payments**"). Prior to the scheduled Professional Service, we will charge the Requester's credit card according to the amount the Requester has agreed to on the AslyDost Platform with respect to those Professional Services the Requester has ordered, and for all purchases and payments for reimbursement costs, fees, expenses or applicable taxes associated with a Professional Service and the Requester hereby authorizes us to charge the credit card on file in the Requester's AslyDost Platform account for such amounts. We will use third party services to process credit card information. By accepting this Agreement, you are giving AslyDost (or a third-party payment processor on AslyDost's behalf) unrestricted permission to charge your on-file credit card, debit card, or other approved methods of payment for fees that you owe AslyDost. Depending on the transaction you selected or services requested, AslyDost may charge you on a one-time or recurring basis. All information that you provide in connection with a purchase or transaction or other monetary transaction interaction with the Professional Services must be accurate, genuine, complete, and current. You agree to pay all charges incurred by users of your credit card, debit card, or other payment method used in connection with a purchase or transaction or other monetary transaction interaction with AslyDost at the prices in effect when such charges are incurred. We retain the right, in our sole discretion, to place a hold on the Requester's credit card for an ordered or completed Professional Service transaction. Twenty-Four (24) hours after a Professional Service is completed, if there is no complaint by the Requester, we will mark the Professional Service as closed. All Payments by Requesters must be made through the AslyDost Platform. Except for the AslyDost Satisfaction Guarantee in Section 3(d), no refunds or credits will be provided once the Requester's credit card has been charged, except that at our sole discretion, refunds or credits may be granted in extenuating circumstances, as a result of specific promotions, or to correct any errors we have made and have been established. While we will use commercially reasonable efforts to ensure the security of all credit card and all other personal information, we expressly disclaim any liability for any damage that may result should any information be released to any third parties, and you agree to hold us harmless for any damages that may result therefrom. Requesters will be liable for all transaction taxes on the Professional Service(s) provided (other than taxes based on AslyDost's income). If we determine that your actions or performance may result in returns, chargebacks, claims, disputes, violations of our terms or policies, or other risks to AslyDost or third parties, then AslyDost may withhold any payments to you for as long as we determine any related risks to AslyDost or third parties persist. For any amounts that we determine you owe us, we may (i) offset any amounts that are payable by you to us (in reimbursement or otherwise) against any payments we may make to you or amounts we may owe you; (ii) invoice you for amounts due to us, in which case you will pay the invoiced amounts upon receipt; (iii) reverse any credits to your bank account; or (iv) collect payment or reimbursement from you by any other lawful means. If we determine that your account has been used to engage in deceptive, fraudulent, or illegal activity, or to repeatedly violate this Agreement, then we may in our sole discretion permanently withhold any payments to you.

b. Job Rate. The rate for a Professional Service ("**Job Rate**") as determined by AslyDost depends on factors, such as location and how frequently a Recurrent Service is ordered, and payment terms may increase. Therefore, the same Professional Service may cost more in a different location or if the Professional Service is ordered less frequently. However, you will be notified prior to any such payment increase with sufficient notice to enable you to cancel the Recurrent Service as set forth herein.

c. Recurrent Service with Automatic Renewal and Recurring Charges.

(i) **Recurring Service:** When requesting certain Professional Services, Requesters may have the option of choosing that the Professional Service be repeated on a regular basis ("**Recurrent Service**"). For example, a Requester may choose that a cleaning be performed every two weeks. When a Requester chooses a Recurrent Service, the AslyDost platform will automatically schedule that Recurrent Service to occur on future dates indefinitely at the frequency requested by Requester. AslyDost cannot guarantee that the same Professional will be available for each Recurrent Service appointment or that Recurrent Service appointments will not be canceled in the future.

(ii) **BILLING, RECURRING CHARGES AND AUTOMATIC RENEWAL:** When a Requester signs up for a Recurring Service, Requester will be charged immediately for the initial booking. THEREAFTER, REQUESTER'S AGREEMENT TO PAY FOR THE PROFESSIONAL SERVICE WILL AUTOMATICALLY RENEW AND REQUESTER'S CREDIT CARD WILL BE CHARGED TO THE SAME AMOUNT, AS ORIGINALLY DISCLOSED TO REQUESTER AT THE TIME OF SIGNING UP FOR THE RECURRING SERVICE, IN ADVANCE OF EACH AUTOMATICALLY SCHEDULED PROFESSIONAL SERVICE APPOINTMENT, AS WELL AS FOR ANY APPLICABLE CANCELLATION FEES AND TAXES.

(iii) **CANCELLATION OF AUTOMATICALLY RENEWING RECURRING SERVICE:** Requesters may cancel the automatically renewing Recurrent Service AT ANY TIME by visiting the AslyDost Help Center at [www.aslydost.com/help](http://www.aslydost.com/help). REQUESTERS MUST CANCEL MORE THAN TWENTY-FOUR HOURS PRIOR TO THEIR NEXT PROFESSIONAL SERVICE IN ORDER TO AVOID BEING CHARGED CANCELLATION FEES AND/OR FOR THEIR NEXT PROFESSIONAL SERVICE PURSUANT TO ASLYDOST'S CANCELLATION POLICY AS SET FORTH IN SECTION 4(d).

d. AslyDost Satisfaction Guarantee.

i. The AslyDost Satisfaction Guarantee provides certain limited additional protections provided by AslyDost for rendering Professional Services to its users. Subject to the below exclusions and the terms and conditions and limitations specified herein, if you are dissatisfied with the performance of a Professional Service, AslyDost, in its sole discretion, will either (a) have the specific Professional Service reperformed or (b) compensate Requesters the lowest amount of: (1) subject to the exclusions below, up to PKR 2,000,000 per occurrence for losses arising from property damage as a direct result of negligence of a Professional during performance of the **particular** Professional Service that was requested through the AslyDost Platform or (2) up to PKR 1,500,000 for losses arising from damage to floors and items containing granite, marble or any other stone work as a direct result of negligence of a Professional during the performance of the **particular** Professional Service that was requested through the AslyDost Platform the amount shall be limited to up to PKR 1,500,000; or (3) up to PKR 1,000,000, in the aggregate, for losses arising from theft of a Requester's property by a Professional during performance of the **particular** Professional Service that was requested through the AslyDost Platform; or (4) up to PKR 1,500,000 for losses arising from damage to a Requester's vehicle as a direct result of negligence by a Professional during performance of the **particular** Professional Service that was requested through the AslyDost Platform. If any of the claim amounts above exceed PKR

100,000, AslyDost reserves the right, in its sole discretion, for an investigation to be conducted by AslyDost's representatives, insurance companies of AslyDost, and the police department, in order to verify the Service Requester's claim and amount and the eligibility of the User for such Satisfaction Guarantee. The Service Requester shall only be eligible for the AslyDost Satisfaction Guarantee provided that the Requester reports the issue within forty-eight (48) hours of the Professional Service appointment to our Requester service by visiting the AslyDost Help Center at [www.aslydost.com/help](http://www.aslydost.com/help). If the Service Requester does not report the issue within forty-eight (48) hours of the Professional's completion of the Professional Service, the claim is ineligible for the AslyDost Satisfaction Guarantee. For Recurring Services, each Professional Service is treated as a separate occurrence.

ii. If you carry insurance that would cover you in the event of a claim, such as renter's insurance, home owner's insurance, automobile insurance or an umbrella policy ("Personal Insurance"), You agree that your Personal Insurance shall be the primary and the AslyDost Satisfaction Guarantee shall be the secondary mode of any such recovery. The AslyDost Satisfaction Guarantee will only compensate for losses to the extent not otherwise covered by your Personal Insurance and only to the extent as permitted herein.

iii. A Requester will be covered under the AslyDost Satisfaction Guarantee for a Professional Service, subject to the exclusions in subsection (v) below, provided:

- The Professional Service is paid for in full through the AslyDost Platform;
- The Requester has not violated any terms of this Agreement;
- The Requester has reported the claim within 48 hours of the Professional's completion of the Professional Service;
- The Requester's AslyDost account is in good standing with no outstanding balances owed to AslyDost;
- The Requester has identified fragile and other breakable items and communicated the location and identity of those items to the Professional prior to the start of the Professional Service; and
- The Requestor has accounted for and secured all valuables prior to the start of a Professional Service.

iv. What is excluded from the AslyDost Satisfaction Guarantee? The "AslyDost Satisfaction Guarantee" does not cover the following:

- Any Professional Service that is not booked and paid for directly on the AslyDost Platform;
- Merchandise;
- losses arising out of any unforeseen circumstances specified in this Agreement, acts of nature, including, but not limited to, pollution, earthquakes and weather-related events such as hurricanes and tornadoes;
- losses arising out of interruption of business, loss of market, loss of income and/or loss of use;
- losses for property damage and theft exceeding the original value and/or replacement value for such property, less any standard depreciation;
- losses arising from the acts or omissions of a Requester or third party;
- losses arising from the negligence or misconduct of a third party;
- losses arising from a manufacturer's or a product's defects;
- losses from pre-existing damages or conditions of the item or property;
- losses arising from items supplied by the Requester or due to Requester recommendations (e.g., if a manufacturer recommends affixing furniture to a wall and a Requester declines to have furniture affixed, etc);
- losses arising from flooding and/or water damage including mold, fungi or bacteria;
- losses arising from products containing hazardous or harmful materials, acts of terrorism, product liability, or pollution;

- losses of cash, third party gift cards, and securities;
- losses as a result of an intentional wrongful act by a Professional;
- losses arising from normal wear and tear;
- losses for items that retain their functionality; (e.g., minor cosmetic damage, ordinary wear and tear, a t.v. that has a scratch on the bezel);
- losses for fine arts, which includes but is not limited to paintings, etchings, printed photos, pictures, tapestries, rare or art glass, art glass windows, valuable rugs, statuary, sculptures, antique furniture, antique jewelry, bric-a-brac, porcelains, antique automobiles, coins, stamps, other collectibles, collections, furs, jewelry, precious stones, precious metals, and similar property of rarity, historical value;
- losses for damage beyond the specific damaged area (e.g., should flooring sustain damage, any loss is limited to the replacement cost of the square footage that was damaged after deducting for obsolescence and physical depreciation);
- loss of use damages, including without limitation, loss of use such as property, furniture and the costs of any storage, movement and insurance of furniture in connection with loss of use;
- losses excluded pursuant to Section 15 of the Agreement;
- losses based on sentimental and/or undocumented intangible value;
- losses or damages associated with the unauthorized acquisition of, access to, destruction of, and/or loss of electronic data, including but not limited to films, records, manuscripts, drawings or photographs, data, information, audio or video recordings, files, facts, programs or other materials stored as or on, created or used on, or transmitted to or from, computer software, including systems and applications software, hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices, cloud storage, or any other media which are used with electronically-controlled equipment;
- losses related to repairs outside of the area where the Professional Services were performed;
- losses of pets, personal liability or damage to shared or common areas;
- losses arising from shipping costs and/or shipping of replacement items and/or taxes incurred in purchasing the original and/or replacement items;
- losses of theft without a valid police report, if requested by AslyDost; and losses with insufficient documentation; and
- losses occurring after, or unrelated to, the performance of a Professional Service;
- losses involving products or services, or uses of either, that are prohibited by law;
- losses due to unforeseeable or latent defects in the premises;
- losses related to services not explicitly booked through the AslyDost Platform; and
- losses reported by third parties

v. How do I submit a Claim? First report of a claim must be made within 48 hours from the Professional's completion of the Professional Service. After the first report, you will be asked to complete the full claim form within 7 days of receipt. If you do not complete the claim form in its entirety within 7 days of receipt, your claim will no longer be eligible for the AslyDost Satisfaction Guarantee. We urge you to read through these terms and conditions prior to submitting a claim. All claims will be reviewed on a case-by-case basis. During AslyDost's claims assessment process, you may be required to provide written detailed: (1) proof of ownership of damaged/missing item; (2) proof of value of damaged/missing item; and (3) proof of damage or loss. If such information is requested, you will have 30 days from the date of the request to send AslyDost the requested information. If you fail to provide the requested information within the 30-day time period and/or fail to contact AslyDost to arrange for an extension of time, your claim will be considered closed and no longer eligible for the AslyDost Satisfaction Guarantee. You also agree to: (A) protect and preserve any damaged property that is the basis of a claim from further damage; (B) assist and allow AslyDost or its insurers access to



inspect and make copies, photographs and recordings of anything relating to the claim; (C) accept repairs and/or remediation by a Professional; (D) accept a replacement only if repairs are proven not to be an option; (E) submit requested materials by the dates outlined by the AslyDost resolutions team; and (F) accept a replacement item subject to the standard depreciation of that item. If any part of Your claim is approved, then as a condition to any payment to you under the AslyDost Satisfaction Guarantee, you will be required to execute and deliver to AslyDost the release agreement within 14 days of receipt of the release agreement from AslyDost, and assign to AslyDost or its insurer any rights and remedies you may have to recover amounts paid to you with respect to an approved claim from any party that is financially responsible for the approved claims and any rights in any property that is recovered. The release agreement shall be rescinded and considered null and void if not signed and returned to AslyDost within 14 days of Your receipt and the claim shall no longer shall be eligible for the AslyDost Satisfaction Guarantee in any manner whatsoever.

#### **4. Term and Termination; Cancellation of Professional Services; Automatic Renewal.**

a. Term. This Agreement shall commence upon your acceptance of this Agreement and shall continue in full force and effect until such time as it is terminated by you or by us. Any termination of this Agreement shall be without prejudice to the accrued rights and obligations of the Parties arising prior to any such termination.

b. Termination by AslyDost. We may, in our sole and absolute discretion, terminate this Agreement or terminate or suspend your right to use the AslyDost Platform at any time for any or no reason (including, without limitation, in the event that we believe that you have breached this Agreement or any policy posted on the AslyDost Platform, or if we otherwise find that you have engaged in inappropriate and/or offensive behavior (collectively, "**Prohibited Conduct**") by providing you with written or email notice of such termination to the physical or email address you have provided to us, and any such termination will be effective immediately upon issue of such notice. Except in the event that we terminate or suspend your right to use the AslyDost Platform due to any Prohibited Conduct, we will refund in full any payments for Professional Services that have not been performed or completed at our end. If we terminate or suspend your account for any reason, you are prohibited from registering and creating a new account under your name, a fake or borrowed name, or the name of any third party, even if you may be acting on behalf of any third party. In addition to terminating or suspending your account, we reserve the right to take appropriate legal or equitable action, including without limitation pursuing civil, criminal, and injunctive redress. When terminating your account, AslyDost may delete the account and all the information in it. You shall have no ownership rights to your account. Upon such termination, you shall have no rights, whether legal or equitable, to make any claims against us in any manner whatsoever.

c. Termination by You. You may terminate this Agreement by completely and permanently ceasing to use the AslyDost Platform, getting unregistered (provided that there are no outstanding Professional Services ordered under your password or account) and by closing any account you have opened on the AslyDost Platform. If you attempt to terminate this Agreement while there are still outstanding Professional Services ordered under your password or account, this Agreement shall not terminate until such Professional Services have been performed or otherwise canceled as permitted by AslyDost.

d. Cancellation Policy for Service Cancellation by Requester AslyDost's cancellation policy (found at [www.aslydost.com/help](http://www.aslydost.com/help)) for Professional Services is as follows: Requesters may cancel their scheduled Professional Service appointments through the AslyDost Platform at any time, subject to the following conditions: (i) if a Requester cancels more than 24 hours before a scheduled Professional Service appointment, there is no cancellation fee; (ii) if a Requester cancels between 2-24 hours before

a scheduled Professional Service appointment, the Requester will be charged a PKR 500 cancellation fee; and (iii) if the Requester cancels during the 2 hours before a scheduled Professional Service appointment, the Requester will be charged the full Professional Service amount. This cancellation policy applies both for one-time Professional Service bookings and for recurring Professional Service appointments. A Professional Service appointment may be canceled through the AslyDost Help Center at [www.aslydost.com/help](http://www.aslydost.com/help)

**5. Links to and Plug-Ins from Other Websites or Media.** Links (such as hyperlinks) from the AslyDost Platform to and plug-ins from sites or applications owned, operated or controlled by third parties (collectively, "**Third Party Sites**") do not constitute any endorsement by AslyDost of the Third-Party Sites or their content. Such links and plug-ins are provided as an information service, for reference and convenience only. AslyDost does not control any Third-Party Sites and is not responsible for any content displayed or made available on such Sites. It is solely and entirely your personal responsibility to evaluate the content and usefulness of the information obtained from Third Party Sites. The use of any Third-Party Site is governed by the terms and conditions of use and privacy policy of that Third-Party Site. **YOU ACCESS THIRD PARTY SITES AT YOUR OWN SOLE RISK AND COSTS. ASLYDOST EXPRESSLY DISCLAIMS ANY LIABILITY ARISING IN CONNECTION WITH YOUR USE AND/OR VIEWING OF ANY THIRD-PARTY SITES, AND YOU HEREBY AGREE TO HOLD ASLYDOST HARMLESS FROM ANY LIABILITY THAT MAY RESULT FROM THIRD PARTY SITES.**

**6. Submission Areas.** The AslyDost Platform may contain blogs, message boards, applications, opportunities to provide reviews, job postings, chat areas, news groups, forums, communities and/or other message or communication facilities that allow Users to communicate with other Users and with AslyDost (collectively, "Submission Areas"). Some areas in the Submission Areas within the AslyDost Platform will be public and AslyDost will not be responsible for any information or materials posted in such public areas. AslyDost may, in its discretion, publicly post submissions you submit to a non-public area of the AslyDost Platform. You may only use Submission Areas to send and receive messages and material that are relevant and proper to the applicable forum and that comply with this Agreement. "Your Information" is defined as any information and materials you provide to us or other Users in connection with your registration for and use of the AslyDost Platform, including without limitation, information and materials that are posted or transmitted for use in Submission Areas. You are solely and exclusively responsible for Your Information, and we are merely a passive conduit for your online distribution and publication of Your Information. You hereby represent and warrant that Your Information: (a) will comply at all times with this Agreement, including but not limited to Section 7 (Rules for Use of the AslyDost Platform) below, and with Section 2 (Personal Information; User Accounts) above; and (b) will not create liability for us or cause us to lose (in whole or in part) the services of our Internet Service Providers (ISPs), customers, or other partners or suppliers. You hereby grant us a non-exclusive, transferable, worldwide, perpetual, irrevocable, royalty-free, sublicensable (through multiple tiers) right to use, host, store, reproduce, modify, create derivative works, communicate, publish, publicly perform, publicly display and distribute all of Your Information that is posted to Submission Areas from or through your account on the AslyDost Platform, including but not limited to all images, videos, musical works and text included in such postings and to such other persons and/or entities as AslyDost may designate. The rights you grant in this license are for the limited purpose of operating, advertising, marketing, promoting, and improving the AslyDost Platform. We reserve the right to remove postings from Submission Areas in our sole discretion.

**7. Rules for Use of the AslyDost Platform.** During the term of this Agreement, Requesters may use the AslyDost Platform for your personal use only (or for the use of a person, including a company or

other organization that you validly represent). Requesters may use the AslyDost Platform to request Professional Services solely with respect to a location where the Requester is legally authorized to have Professional Services performed. Requesters may not use the AslyDost Platform for any other purposes or in connection with any commercial endeavors whatsoever without our express prior written consent. Requesters agree to treat Professionals courteously and lawfully, to provide a safe and appropriate working environment for them that is in compliance with all Applicable Laws, and to provide reasonable co-operation to Professionals to enable them to supply Professional Services. Requesters agree to comply with our complaint and other policies designated on the Site. Requesters acknowledge that their selected Professional may be unavailable from time to time. You shall NOT use the AslyDost Platform (including but not limited to any Submission Areas) to do any of the following:

- a. Upload files that contain viruses, Trojan horses, corrupted files, or any other similar software that may damage the operation of another's computer.
- b. Upload files that contain software or other material that violates the intellectual property rights or rights of privacy or publicity of any third party.
- c. Defame, abuse, harass, stalk, threaten or otherwise violate the legal rights (such as, but not limited to, rights of privacy and publicity) of others, including but not limited to our staff and other Users.
- d. Post a review or rating unless such review or rating contains your independent, honest, genuine opinion.
- e. Use the AslyDost Platform or any Professional Service for any purpose or in any manner that is in violation of local, provincial, national, or international Applicable Law.
- f. Publish, post, upload, distribute or disseminate any profane, defamatory, false, misleading, fraudulent, threatening or unlawful topics, names, materials or information, or any materials, information or content that involve the sale of counterfeit or stolen items.
- g. Advertise or offer to sell any goods or services for any commercial purpose or solicit employment or contract work which is not relevant to services offered through the AslyDost Platform. You may not solicit, advertise for, or contact in any form Users for employment, contracting, or any other purpose not related to Professional Services facilitated through the AslyDost Platform without express written permission from us.
- h. Use the AslyDost Platform to collect usernames and/or email addresses of members by electronic or other means without our express prior written consent.
- i. Conduct or forward surveys, contests, pyramid schemes, or chain letters.
- j. Impersonate another person or allow any other person or entity to use your identification to post or view comments or otherwise use your account.
- k. Post the same note repeatedly (referred to as 'spamming'). Spamming is strictly prohibited.

l. Download any file posted by another User that you know, or reasonably should know, cannot be legally distributed through the AslyDost Platform, or post or upload any content to which you have not obtained any necessary rights or permissions to use accordingly.

m. Restrict or inhibit any other User from using and enjoying the AslyDost Platform.

n. Imply or state that any statements you make are endorsed by us, without our prior written consent.

o. Reverse engineer, disassemble, decompile, translate, modify, adapt, license, sublicense, alter, copy, distribute, hack or interfere with the AslyDost Platform, its servers or any connected networks, use a robot, spider, manual and/or automatic processes or devices to data-mine, data-crawl, scrape or index the AslyDost Platform in any manner, or attempt to do any of the foregoing.

p. Remove or alter, visually or otherwise, any copyrights, trademarks or proprietary marks and rights owned by us.

q. Upload content that is offensive and/or harmful, including, but not limited to, content that advocates, endorses, condones or promotes racism, bigotry, hatred or physical harm of any kind against any individual or group of individuals.

r. Upload content that provides materials or access to materials that are obscene, adult or sexual or that exploit anyone, and in particular people under the age of 18, in an abusive, violent or sexual manner.

s. Register to use the AslyDost Platform under different usernames or identities, after your account has been suspended or terminated.

t. Mirror or archive any part of the AslyDost Platform or any content or material contained on the AslyDost Platform without AslyDost's written permission.

u. Forge any TCP/IP packet header or any part of the header information in any e-mail or newsgroup posting or providing false or misleading representations in the sender information, subject line, locator, or content of any electronic message.

v. Alter transmission data without AslyDost's consent

w. Purchase Merchandise for the purposes of reselling it.

## **8. Special Promotions; Gift Cards and Vouchers.**

a. Changes to Promotions. We may from time to time provide certain promotional opportunities to Requesters. All promotions will be run at our sole discretion, and can be activated, modified or removed at any time by us without advance notification.

### **b. Promotional Coupons**

i. Promotional coupons are only eligible for the specific services designated by AslyDost as and when desired by AslyDost in its sole discretion. Promotional coupons are valid for a limited time only and expires on the date indicated when you receive the applicable promotional coupon. Failure to use promotional coupons before such expiration date will result in the forfeiture of the promotional coupon. AslyDost reserves the right to cancel promotional coupons at any time. No refunds will be granted for any expired, unused or canceled promotional coupons.

ii. AslyDost promotional coupons have no intrinsic value, are not redeemable for cash, have no cash value, and serve merely as a means to recognize and provide an incentive to use the AslyDost Platform. Promotional coupons may not be purchased for cash and AslyDost does not sell promotional coupons. Promotional coupons are non-refundable.

iii. Promotional coupons will not be applied against any sales, use, gross receipts or similar transaction-based taxes that may be applicable to you, and/or fees or charges for use of any ineligible services.

iv. Your AslyDost account will be billed for all fees and charges for use of any ineligible services. Each promotional coupon can only be used once and your AslyDost account will be billed for all fees and charges for use of any eligible service in excess of the amount of available promotional coupon.

c. Referral Discounts. In the event that you are given a code through which you may refer a friend to the AslyDost Platform in exchange for a referral discount, you shall not use any online marketing or advertising to promote such code or to artificially increase the amount of credits awarded. By way of example, you may not post, or cause, request or permit a third party to post any such code on a coupon website, nor use any paid search marketing, online advertising, forum posting, newsgroup posting or bulk email to disseminate such code commercially to earn such credits. You can only share such code with your personal friends and acquaintances for legitimate referral purposes on personal basis, as determined by us in our sole discretion. AslyDost referral discounts are redeemable only for Professional Services. AslyDost referral discounts have no cash value and are not redeemable for cash unless otherwise required by the Applicable Laws. Without limiting our other rights and remedies, we may terminate such code and/or your account for any breach of this Section. For questions or additional information, contact us at [www.aslydost.com/help](http://www.aslydost.com/help).

d. Vouchers.

i. AslyDost vouchers or promotional codes for special offers or discounts ("**Vouchers**") may be available and can be used to pay in part or in full for Professional Services.

ii. You agree that you will only use one Voucher per person and will use Vouchers in accordance with the Voucher terms and conditions.

iii. You agree that you will comply with all Voucher terms and conditions.

iv. Use of Vouchers is further subject to the below terms and conditions regarding Gift Cards

e. Gift Cards

i. AslyDost Gift Cards ("**Gift Cards**") are redeemable only for Professional Services. Gift Cards have no cash value and are not redeemable for cash unless otherwise required by the Applicable Law.

ii. Gift Cards must be presented at the time of purchase and any available balance will be applied to your purchase.

iii. Gift Cards do not expire and there are no inactivity, dormancy or service fees associated with Gift Cards.

iv. You agree that you will comply with all Gift Card terms and conditions.

v. Gift Cards are not replaceable if lost or stolen, and cannot be combined with any other Gift Cards, Vouchers, gift certificates, or other coupons.

vi. Gift Cards cannot be used for previous purchases, credits, or the purchase of Gift Cards, and cannot be used to make a payment towards third party items the balance on a credit card.

vii. We reserve the right to limit quantities of Gift Cards purchased by any person or entity and to cancel a Gift Card if we believe that the Gift Card was obtained through fraudulent or unauthorized means. Specifically, you may not purchase or obtain more than PKR 100,000 in Gift Card value in any one day (24 hours) regardless of location, whether on a single Gift Card or multiple Gift Cards. Moreover, you may not purchase or obtain any one Gift Card with a value of more than PKR 10,000 in any one day (24 hours).

- viii. No credit card, credit line, overdraft protection, or deposit account is associated with your Gift Card. Unused Gift Card balances are not transferable, and you may not sell a Gift Card or otherwise barter for its exchange although you may give a Gift Card to someone else as a gift at your own will.
- ix. A Gift Card is void if copied, altered, transferred, purchased or sold.
- x. Purchases of Gift Cards are final and not refundable. All sales are final and conclusive.
- xi. We reserve the right to correct the balance of a Gift Card if we believe that a billing error has occurred, and we disclaim all liability for any such billing errors.
- xii. Gift Cards and their use are subject to this Agreement (including the Privacy Policy) and use of a Gift Card constitutes acceptance thereof. Applicable terms and conditions are subject to change without notice. If the laws pertaining to a Gift Card require additional or different terms and conditions, then such terms and conditions shall apply on you. For questions or additional information, contact us at [www.aslydost.com/help](http://www.aslydost.com/help).
- xiii. In the event you do not use your Gift Card for a certain period of time, we may be required to turn over the remaining Gift Card balance to a province under such province's unclaimed or abandoned property law. Although your Gift Card does not expire, if we are obligated to turn over the remaining balance of your Gift Card under a province's unclaimed property law, by operation of law we will be released from any further liability or obligation with respect to your Gift Card and you may be required to contact the province's unclaimed property administrator to attempt to recover your unused Gift Card balance. To protect your right to continue to use your remaining Gift Card balance, we will make reasonable efforts to exempt your Gift Card from provincial unclaimed property laws.

**9. Intellectual Property Rights.** The AslyDost Platform, and the information, data, content and materials, which it contains including without limitation any copyright, design rights, patents, inventions, logos, business names, service marks and trademarks, internet domain names, moral rights, rights in databases, software, data, source codes, reports, drawings, specifications, know how, business methods, trade secrets, semi-conductor rights, topography rights, whether registered or unregistered, rights in the nature of unfair competition and the right to sue for passing off, applications for registration, and the right to apply for registration, for any of these rights, and all other intellectual property rights, in each case whether registered (includes registrations and applications for registration) or unregistered and equivalent or similar forms of protection existing anywhere in the world ("**AslyDost Materials**"), are the property of AslyDost and/or its affiliates, subsidiaries, parents and licensors, excluding User-generated content, which AslyDost has a right to use as described below. The AslyDost Materials are protected from unauthorized use, ownership, copying and dissemination by Pakistani copyright law, trademark law, international conventions, and other intellectual property laws. AslyDost and/or its affiliates, subsidiaries, parents and licensors are and shall continue to be the sole and exclusive owner of all right, title and interest in and to all intellectual property rights associated with the AslyDost Materials. Any use of AslyDost Materials, other than as expressly permitted herein, is strictly prohibited without the prior written permission of AslyDost and/or the relevant right holder. The service marks and trademarks of AslyDost, including without limitation to [AslyDost.com](http://AslyDost.com) and the AslyDost logo are service marks owned by AslyDost. Any other trademarks, service marks, logos and/or trade names appearing on the AslyDost Platform are the property of their respective owners. You shall be strictly prohibited hereunder from the copy or use any of the marks, logos or trade names appearing on the AslyDost Platform without the express prior written consent of the owner.

**10. Copyright Complaints and Copyright Agent.** AslyDost respects the intellectual property of third parties and upon executing this Agreement, AslyDost expects its Users to do the same. AslyDost will respond to properly submitted notices of alleged copyright infringement that comply with Applicable Laws. In the event that a person or entity has a good faith belief that any materials provided on or in connection with the AslyDost Platform infringe upon that person's or entity's copyright or other

intellectual property right (such person or entity, a "**Complainant**") and sends to AslyDost a properly submitted copyright notice as indicated below, AslyDost will investigate, and if it determines, in its discretion, that the material is infringing, AslyDost will remove the content and may terminate the access/right of the User who posted such content to the AslyDost Platform All notices claiming an infringement of copyright rights must contain the following:

(i) Identification of the intellectual property right that is allegedly infringed. All relevant registration numbers, or a statement concerning the Complainant's ownership of the work, should be included.

(ii) A statement specifically identifying the location of the infringing material, with enough detail that AslyDost may find it on the AslyDost Platform. Please note: it is not sufficient to merely provide a top-level URL.

(iii) The complete name, address, telephone number and email address of Complainant.

(iv) A statement that Complainant has a good faith belief that the use of the allegedly infringing material is not authorized by the owner of the rights, or its agents, or by law.

(v) A statement that the information contained in the notification is accurate, and under the penalty of perjury, Complainant is authorized to act on behalf of the owner of the copyright or other property rights that are allegedly infringed;

(vi) A physical or electronic signature of a person authorized to act on behalf of the owner of the intellectual property rights that are allegedly being infringed.

AslyDost's contact information for notice of alleged copyright infringement is:

Email: [info@aslydost.com](mailto:info@aslydost.com)

Or via Mail:

Attn: Copyright Agent

AslyDost

D2, Block 3,

Clifton. Karachi, Sindh

## **11. The App / Mobile Devices**

a. The AslyDost Platform may allow you to access our services, download our Apps, upload content to the AslyDost Platform, and receive messages on your mobile device (collectively "**Mobile Features**"). Your mobile device carrier may prohibit or restrict certain Mobile Features and certain Mobile Features may be incompatible with your mobile device carrier or mobile device. In addition, your mobile device carrier may charge you for standard messaging, data, and other fees to participate in Mobile Features. We have no responsibility or liability for any fees or charges that you may incur when using the Mobile Features for any reason whatsoever. You should check with your mobile device carrier to find out whether any fees or charges will apply, what plans are available and how much they cost. You should also contact your mobile device carrier with any other questions regarding these issues.

b. You acknowledge that your use of the Apps is subject to any terms set forth in the terms of service of the third party providing the mobile device on which the App operates (e.g., Apple iOS or Android).

c. AslyDost is not liable if you do not have a compatible mobile device or if you download the wrong version of an App for your mobile device. AslyDost reserves the right to terminate the use of the Apps

or any other aspect of the AslyDost Platform should you be using the Apps or the AslyDost Platform with an incompatible or unauthorized device.

d. App Store Sourced Application.

(i) With respect to Apps accessed through or downloaded from the Apple App Store ("**App Store Sourced Application**"), you will use the App Store Sourced Application only: (i) on an Apple-branded product that runs iOS software (Apple's proprietary operating system software); and (ii) as permitted by the "Usage Rules" set forth in the Apple App Store Terms of Service. AslyDost reserves all rights in and to the Apps not expressly granted to you under this Agreement.

(ii) You acknowledge and agree that (i) this Agreement is valid between you and AslyDost only, and, that Apple is not and shall not be a party to this Agreement other than as third-party beneficiary as contemplated below, and (ii) AslyDost, not Apple, is solely responsible for the App Store Sourced Application and the AslyDost Platform Content.

(iii) You acknowledge that Apple has no obligation whatsoever to furnish any maintenance or support services to you with respect to the App Store Sourced Application.

(iv) To the maximum extent permitted by the Applicable Laws, Apple will have no warranty obligation whatsoever with respect to the App Store Sourced Application.

(v) Notwithstanding anything to the contrary herein, and subject to the terms in this Agreement, you acknowledge that, solely as between Apple and AslyDost, AslyDost and not Apple is responsible for addressing any claims you may have relating to the App Store Sourced Application, or your possession and/or use thereof, including, but not limited, to: (i) product liability claims, (ii) any claim that the App Store Sourced Application fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection or similar legislation.

(vi) Further, you agree that if the App Store Sourced Application, or your possession and use of the App Store Sourced Application, infringes on a third party's intellectual property rights, you will not hold Apple responsible for the investigation, defense, settlement and discharge of any such intellectual property infringement claims.

(vii) You acknowledge and agree that Apple, and Apple's subsidiaries, are third-party beneficiaries of this Agreement for App Store Sourced Applications, and that, upon your acceptance of the terms and conditions of this Agreement, Apple will have the right (and will be deemed to have accepted the right) to enforce this Agreement for App Store Sourced Applications against you as a third-party beneficiary thereof.

(viii) Without limiting any provisions of this Agreement, you must comply with all applicable third-party terms of agreement when using the App Store Sourced Application.

**12. AslyDost Spot Rewards.** Upon signing up to use the AslyDost Platform, Requesters will be eligible to receive Spot Rewards and other special offers, from time to time. The number, type and frequency of Spot Rewards are based on a number of factors, each of which are subject to change, without notice. Those factors may include, without limitation, volume of bookings, number of visits and frequency of visits to our website, interaction with our website or the nature of your purchases. Spot Rewards are rewards issued on a periodic basis for promotional purposes.

Spot Rewards may appear with different descriptions from time to time. The Spot Rewards may include third-party gift cards and are subject to change. Such rewards are provided in AslyDost's sole and absolute discretion, may be offered for a limited time, while supplies last, and provided on a first-come, first-served basis. Quantities of each reward are limited and you must have a valid account in order to redeem spot reward offers.

Spot Rewards have no intrinsic value, are promotional in nature, have no cash value, may have certain restrictions including expiration dates and short, time-limited redemption periods, and serve merely as a means to recognize and reward Requestors using the AslyDost Platform. Spot Rewards are personal



to you and cannot be shared, copied or transferred in any manner whatsoever. Spot Rewards are exclusive, non-refundable and non-exchangeable between accounts. Each Spot Reward can only be redeemed once. Your account will be billed for all fees and charges for use of any Professional Services in excess of the amount of available Spot Reward.

You must be signed in to your account to be eligible to earn Spot Rewards. Spot Rewards applied from any single qualifying purchase or activity may only be credited to your account. It may take twenty-four (24) hours or more for your account to be credited with the rewards. AslyDost shall not be responsible for, or liable to, you, or any person or entity, in any way for any claims, losses, costs or expenses incurred by a delay, error or omission in crediting a qualifying purchase or activity to your account. AslyDost is not responsible for lost, stolen or damaged rewards or taxes incurred in connection with the rewards. Spot Reward may not be used in conjunction with any other promotional or incentive offer from AslyDost or any of its affiliates, subsidiaries, parents. Spot Reward are void in the event of fraud, misuse, or violation of any terms of the Agreement, or if sold for cash or other consideration. Some rewards may only be available to residents of a certain province. AslyDost reserves the right to change, modify or update its Spot Reward and the qualifying purchases and activities from time to time without notice. Spot Reward may be subject to additional terms; read each offer carefully for specific details, limitations and restrictions. Failure to use Spot Reward spot before such expiration date will result in the forfeiture of the Spot Reward. AslyDost reserves the right to cancel Spot Reward at any time. No refunds will be granted for any expired or canceled Spot Reward or for any reason whatsoever.

**13. Modifications to the AslyDost Platform.** We reserve the right in our sole and absolute discretion to review, amend, improve, modify or discontinue, temporarily or permanently, the AslyDost Platform or any content or information on the AslyDost Platform with or without any notice. We will not be liable to any party for any modification, amendment or discontinuance of the AslyDost Platform in any manner whatsoever.

**14. Confidentiality.** The term "**Confidential Information**" shall mean any and all of AslyDost's trade secrets, confidential and proprietary information, personal information including but not limited to concepts, know-how, techniques, designs, drawings, blueprints, tracings, diagrams, models, samples, flow charts, computer programs, disks, diskettes, tapes, marketing plans and other technical, financial or commercial information and Intellectual Property, whether in written, oral or other tangible or intangible forms and any and all other information and data of AslyDost that is not generally known to the public or other third parties who could derive value, economic or otherwise, from its use or disclosure. The AslyDost Platform contains secured components that are accessible only to those who have been granted a username and password by AslyDost. Information contained within the secure components of the AslyDost Platform is confidential and proprietary. You acknowledge that Confidential Information (as hereinafter defined) is a valuable, special and unique asset of AslyDost and agree that you will not use Confidential Information other than as necessary for you to make use of the AslyDost Platform as expressly permitted by this Agreement and only during the term of this Agreement. You will not disclose or transfer (or seek to induce others to disclose or transfer) any Confidential Information for any purpose or for any reason whatsoever. You shall promptly notify AslyDost in writing of any circumstances, which may constitute unauthorized disclosure, transfer, or use of Confidential Information. You shall implement reasonable technical, physical and administrative safeguards to protect Confidential Information from loss or theft, as well as unauthorized access, disclosure, copying, transfer, modification or use. You shall return all originals and any copies of any and all materials containing Confidential Information to AslyDost upon termination of this Agreement for any reason whatsoever.

**15. Disclaimer of Warranties; Limitation on Liability.**

a. **USE OF THE ASLYDOST PLATFORM IS ENTIRELY AT YOUR OWN RISK.** TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE ASLYDOST PLATFORM IS PROVIDED ON AN "AS IS" BASIS WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, DIRECT OR INDIRECT INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR OR GENERAL PURPOSE AND NON-INFRINGEMENT OF ANY LEGAL RIGHTS. WITHOUT LIMITING THE FOREGOING, NEITHER ASLYDOST NOR ITS AFFILIATES, PARENTS, SUBSIDIARIES OR LICENSORS WARRANT THAT THE ASLYDOST PLATFORM WILL BE UNINTERRUPTED OR ERROR-FREE; NOR DO THEY MAKE ANY REPRESENTATION OR WARRANTY AS TO ANY CONTENT AVAILABLE IN OR THROUGH THE ASLYDOST PLATFORM; NOR DO THEY MAKE ANY REPRESENTATION OR WARRANTY AS TO ANY PROFESSIONAL'S REGISTRATION, PROFESSIONAL ACCREDITATION OR LICENSE; NOR DO THEY MAKE ANY REPRESENTATION OR WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE ASLYDOST PLATFORM, OR AS TO THE TIMELINESS, ACCURACY, RELIABILITY, QUALITY, SUITABILITY, SAFETY, COMPLETENESS OR CONTENT OF THE SERVICES, THIRD PARTY USAGE, PROFESSIONAL SERVICES, ANY PRODUCTS, MERCHANDISE, CONTENT, INFORMATION OR MATERIALS PROVIDED THROUGH OR IN CONNECTION WITH THE USE OF THE ASLYDOST PLATFORM OR THIS AGREEMENT. ACCESS TO THE ASLYDOST PLATFORM IS PROVIDED FREE OF CHARGE AS A COURTESY. NEITHER ASLYDOST NOR ITS AFFILIATES, PARENTS, SUBSIDIARIES OR LICENSORS ARE RESPONSIBLE FOR THE CONDUCT, WHETHER ONLINE OR OFFLINE, OF ANY USER OF THE ASLYDOST PLATFORM. NEITHER ASLYDOST NOR ITS AFFILIATES, PARENTS, SUBSIDIARIES OR LICENSORS WARRANT THAT THE ASLYDOST PLATFORM IS FREE FROM VIRUSES, WORMS, TROJAN HORSES, OR OTHER HARMFUL COMPONENTS. ASLYDOST AND ITS AFFILIATES, SUBSIDIARIES, PARENTS AND LICENSORS CANNOT AND DO NOT GUARANTEE THAT ANY INFORMATION, PERSONAL OR OTHERWISE, SUPPLIED BY YOU WILL NOT BE MISAPPROPRIATED, INTERCEPTED, DELETED, DESTROYED OR USED BY OTHERS.

b. **NO LIABILITY.** YOU AGREE NOT TO HOLD ASLYDOST, ITS AFFILIATES, ITS PARENTS, ITS SUBSIDIARIES, ITS LICENSORS, OR ANY OF SUCH PARTIES' AGENTS, EMPLOYEES, OFFICERS, DIRECTORS, CORPORATE PARTNERS, OR PARTICIPANTS (COLLECTIVELY, "**MEMBERS**") LIABLE FOR ANY, DIRECT OR INDIRECT, DAMAGES, EXPENSES, LOSSES, SUITS, CLAIMS, AND/OR CONTROVERSIES (COLLECTIVELY, "**LIABILITIES**") THAT HAVE ARISEN OR MAY ARISE, WHETHER KNOWN OR UNKNOWN, RELATING TO YOUR USE OF OR INABILITY TO USE THE ASLYDOST PLATFORM, INCLUDING WITHOUT LIMITATION ANY LIABILITIES ARISING IN CONNECTION WITH THE CONDUCT, ACT OR OMISSION OF ANY THIRD PARTY USER (INCLUDING WITHOUT LIMITATION STALKING, HARASSMENT, ACTS OF PHYSICAL VIOLENCE, AND LOSS OR DESTRUCTION OF PERSONAL PROPERTY), SERVICES, ANY DISPUTE WITH ANY USER, ANY INSTRUCTION, ADVICE, ACT, OR SERVICE PROVIDED BY ASLYDOST OR MEMBERS, AND ANY DESTRUCTION OF YOUR INFORMATION. UNDER NO CIRCUMSTANCES WILL ASLYDOST OR MEMBERS BE LIABLE FOR ANY DIRECT OR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES ARISING IN CONNECTION WITH YOUR USE OF OR INABILITY TO USE THE ASLYDOST PLATFORM OR ANY PROFESSIONAL SERVICES OR MERCHANDISE, EVEN IF SUCH PARTIES WERE OR SHOULD HAVE BEEN ADVISED OF THE POSSIBILITY OF THE

SAME. EXCEPT AS EXPRESSLY PERMITTED UNDER THE TERMS OF THE ASLYDOST'S SATISFACTION GUARANTEE, UNDER NO CIRCUMSTANCES WILL ASLYDOST OR MEMBERS BE LIABLE FOR ANY DIRECT DAMAGES ARISING IN CONNECTION WITH YOUR USE OF OR INABILITY TO USE THE ASLYDOST PLATFORM OR ANY PROFESSIONAL SERVICES OR MERCHANDISE, EVEN IF SUCH PARTIES WERE OR SHOULD HAVE BEEN ADVISED OF THE POSSIBILITY OF THE SAME. EXCEPT AS EXPRESSLY PERMITTED UNDER THE TERMS OF THE ASLYDOST'S SATISFACTION GUARANTEE. ASLYDOST AND ITS MEMBERS DO NOT ACCEPT ANY LIABILITY WITH RESPECT TO THE QUALITY OR FITNESS OF ANY WORK PERFORMED IN CONNECTION WITH THE ASLYDOST PLATFORM, THE PROFESSIONAL SERVICES, THE MERCHANDISE OR THIS AGREEMENT. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN TYPES OF DAMAGES, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU. IF, NOTWITHSTANDING THE FOREGOING EXCLUSIONS, IT IS DETERMINED THAT ASLYDOST OR MEMBERS ARE LIABLE FOR DAMAGES, IN NO EVENT WILL THE AGGREGATE LIABILITY, WHETHER ARISING IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, EXCEED THE LESSER OF (1) TOTAL FEES PAID BY YOU TO ASLYDOST DURING THE SIX (6) MONTHS PRIOR TO THE TIME SUCH CLAIM AROSE. OR (2) THE AMOUNT EXPRESSLY PERMITTED UNDER THE ASLYDOST SATISFACTION GUARANTEE AS SET FORTH IN SECTION 3(d).

c. **RELEASE.** ASLYDOST AND MEMBERS EXPRESSLY DISCLAIM ANY LIABILITY THAT MAY ARISE BETWEEN USERS OF THE ASLYDOST PLATFORM. TO THE EXTENT THAT THE ASLYDOST PLATFORM CONNECTS A USER TO A THIRD PARTY PROVIDER FOR THE PURPOSES OF PROVIDING OR OBTAINING MERCHANDISE HEREUNDER, ASLYDOST WILL NOT BE RESPONSIBLE, IN ANY MANNER WHATSOEVER AND WHETHER DIRECTLY OR INDIRECTLY, FOR ASSESSING THE SUITABILITY, LEGALITY OR ABILITY OF ANY THIRD PARTY PROVIDERS AND YOU EXPRESSLY WAIVE AND RELEASE ASLYDOST FROM ANY AND ALL LIABILITY, CLAIMS OR DAMAGES ARISING FROM OR IN ANY WAY RELATED TO THE THIRD PARTY SERVICE PROVIDER. IN THE EVENT THAT YOU HAVE A DISPUTE WITH ONE OR MORE USERS, YOU RELEASE ASLYDOST AND MEMBERS FROM ANY AND ALL CLAIMS, DEMANDS, OR DAMAGES (ACTUAL, DIRECT OR CONSEQUENTIAL) OF EVERY KIND AND NATURE, KNOWN AND UNKNOWN, SUSPECTED AND UNSUSPECTED, DISCLOSED AND UNDISCLOSED, DIRECT OR INDIRECT, ARISING OUT OF OR IN ANY WAY CONNECTED WITH SUCH DISPUTE IN ANY MANNER WHATSOEVER.

d. **ADDITIONAL DISCLAIMER.** YOU UNDERSTAND, THEREFORE, THAT BY USING THE ASLYDOST PLATFORM, YOU MAY BE EXPOSED TO PROFESSIONAL SERVICES AND/OR MERCHANDISE THAT ARE POTENTIALLY DANGEROUS, OFFENSIVE, HARMFUL TO MINORS, UNSAFE OR OTHERWISE OBJECTIONABLE, AND THAT YOU USE THE ASLYDOST PLATFORM, AND SUCH PROFESSIONAL, AT YOUR OWN SOLE RISK AND EXPENSE.

NOTHING IN THIS AGREEMENT OR THE ASLYDOST PLATFORM CONSTITUTES, OR IS MEANT TO CONSTITUTE, ADVICE OF ANY KIND IN ANY MANNER WHATSOEVER. IF YOU REQUIRE ADVICE IN RELATION TO ANY LEGAL, FINANCIAL OR MEDICAL MATTER, YOU SHOULD CONSULT AN APPROPRIATE PROFESSIONAL IN RELATION THERETO.

BY USING THE ASLYDOST PLATFORM, YOU HEREBY UNCONDITIONALLY AGREE THAT THE EXCLUSIONS AND LIMITATIONS OF LIABILITY SET OUT IN THIS

AGREEMENT ARE REASONABLE AND ACCEPTABLE TO YOU. IF YOU DO NOT BELIEVE THEY ARE REASONABLE OR ACCEPTABLE, YOU MUST NOT USE THE ASLYDOST PLATFORM.

YOU ACCEPT THAT, AS A PRIVATE LIMITED COMPANY, ASLYDOST HAS AN INTEREST IN LIMITING THE PERSONAL LIABILITY OF ITS OFFICERS, DIRECTORS AND EMPLOYEES. YOU AGREE THAT YOU WILL NOT BRING ANY CLAIM PERSONALLY AGAINST ASLYDOST'S OFFICERS, DIRECTORS OR EMPLOYEES IN CONNECTION WITH ANY DISPUTE, LOSS OR DAMAGE FOR ANY REASON WHATSOEVER. WITHOUT PREJUDICE TO THE FOREGOING, YOU AGREE THAT THE LIMITATIONS OF WARRANTIES AND LIABILITY SET OUT IN THIS AGREEMENT WILL PROTECT THE ASLYDOST'S OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, LICENSORS, AFFILIATES, PARENTS, SUBSIDIARIES, SUCCESSORS, ASSIGNS AND SUB-CONTRACTORS AS WELL AS ASLYDOST.

EACH PARTY ACKNOWLEDGES THAT THE OTHER PARTY HAS ENTERED INTO THIS AGREEMENT RELYING ON THE LIMITATIONS OF LIABILITY STATED HEREIN AND THAT THOSE LIMITATIONS ARE AN ESSENTIAL BASIS OF THE BARGAIN BETWEEN THE PARTIES AND A PRECONDITION TO THIS AGREEMENT.

**16. Indemnification.** You hereby unconditionally and irrevocably agree to indemnify, defend, and hold harmless AslyDost, its licensors, and each such party's directors, officers, parents, subsidiaries, affiliates, members, employees, agents, attorneys, independent contractors and vendors from and against any and all claims, losses, expenses, liabilities, damages or demands (including attorneys' fees and other costs incurred), in connection with or resulting from, directly or indirectly: (i) your use or misuse of or inability to use the AslyDost Platform, any Merchandise and/or any Professional Service, (ii) your violation of this Agreement, (iii) your violation of any Applicable Law or regulation; (iv) your violation of the rights of another (including but not limited to Professionals), and (v) Your Information and content that you submit or transmit through the AslyDost Platform in any manner whatsoever. AslyDost reserves the right, at its own cost and expense, to assume the exclusive defense and control of any matter otherwise subject to your indemnification. You will not, in any event, settle any such claim or matter without the prior written consent of AslyDost.

**17. Mutual Arbitration Agreement.**

a. Informal Negotiations. To expedite resolution and reduce the cost of any dispute, controversy or claim, past, present, or future, between you and AslyDost, including without limitation any dispute or claim related to or arising out of this Agreement ("**Dispute**"), you and AslyDost may attempt to negotiate any Dispute informally and try to resolve the Dispute amicably (the "**Informal Negotiations**") before initiating any arbitration or court proceedings. Such Informal Negotiations will commence upon written notice to AslyDost. Your address for any notices under this section is your email address and/or physical address that you have provided to AslyDost. AslyDost's address for such notices is: [info@AslyDost.com](mailto:info@AslyDost.com) and/or by mail to AslyDost, D2, Block 3, Clifton, Karachi, Pakistan.

b. Arbitration. If a Dispute is not resolved through Informal Negotiations, you and AslyDost agree to resolve any and all Disputes (except those Disputes expressly excluded below) through final and binding arbitration by arbitrator(s) ("**Arbitration Agreement**"). In case if any such dispute, difference or disagreements between the Parties cannot be resolved amicably (whether arising during the term of the Agreement or after its expiry or termination) in connection with or arising out of this Agreement, the same shall be referred to the arbitration of two arbitrators, one to be appointed by each Party. In case of difference between the two arbitrators the dispute may be referred to an umpire to be appointed by the two arbitrators before entering upon the reference and the unanimous decision of the two

arbitrators or in case of difference between them the decision of the umpire, shall be final and binding on the Parties. Each party will pay the fees for his/her or its own attorneys, subject to any remedies to which that party may later be entitled under the Applicable Laws. The arbitrator will make a decision in writing and conduct the proceedings in English language and in accordance with the Arbitration Rules of Arbitration Act, 1940 as may be amended from time to time. Additionally, the arbitrator, and not any federal, provincial, or local court or agency, shall have the exclusive authority to resolve any dispute relating to the interpretation, applicability, enforceability, or formation of this Arbitration Agreement. However, the preceding sentence shall not apply to the "Class Action Waiver" described in Section d below.

c. Excluded Disputes. You and AslyDost agree that the following Disputes are excluded from this Arbitration Agreement: (1) any Dispute seeking to enforce or protect, or concerning the validity of, any of your or our intellectual property rights; (2) individual claims in small claims court; (3) any claim that an applicable federal statute expressly states cannot be arbitrated; and (4) any claim for temporary or preliminary injunctive relief on the ground that without such relief the arbitration provided in this Arbitration Agreement may be rendered ineffectual.

d. WAIVER OF RIGHT TO BE A PLAINTIFF OR CLASS MEMBER IN A CLASS ACTION.

You and AslyDost agree to bring any Dispute in arbitration on an individual basis only, and not as a class or collective action. There will be no right or authority for any Dispute to be brought, heard or arbitrated as a class or collective action ("**Class Action Waiver**"). Regardless of anything else in this Arbitration Agreement, the interpretation, applicability, enforceability or formation of the Class Action Waiver may only be determined by a court and not an arbitrator.

e. Rules/Standards Governing Arbitration Proceeding. A party who wishes to arbitrate a Dispute covered by this Arbitration Agreement must initiate an arbitration proceeding no later than the expiration of the statute of limitations that Applicable Law prescribes for the claim asserted. The arbitrator shall apply the statute of limitations that would have applied if the Dispute had been brought in court. The arbitrator may award any remedy to which a party is entitled under Applicable Law, but the remedies shall be limited to those that would be available to a party in their individual capacity, and no remedies that otherwise would be available to an individual under Applicable Law will be forfeited. The arbitrator is without authority to apply any different substantive law. The parties have the right to conduct adequate civil discovery and present witnesses and evidence as needed to present their cases and defenses, and any dispute in this regard shall be decided by the arbitrator. The location of the arbitration proceeding shall take place in the city or county where you reside, unless each party agrees otherwise. A court of competent jurisdiction shall have the authority to enter judgment upon the arbitrator's decision/award.

f. Severability. You and AslyDost agree that if any portion of this section entitled "Mutual Arbitration Agreement" is found illegal or unenforceable, that portion will be severed and the remainder of this section 17 will be given full force and effect.

**18. Assignment.** This Agreement may not be assigned or transferred by you without our prior written approval. We may assign or transfer this Agreement without your consent, including but not limited to assignments: (i) to a parent or subsidiary, (ii) to an acquirer of assets, or (iii) to any other successor or acquirer as we may deem appropriate. Any assignment in violation of this section shall be null and void. This Agreement shall inure to the benefit of permitted successors and assigns.

**19. General Provisions.** All provisions that should by their nature survive the expiration or termination of this Agreement, including in particular and without limitation, Sections 9 and 13-21 of this Terms of Use, shall so survive. No agency, partnership, joint venture, employer-employee or franchiser-franchisee relationship is intended or created by this Agreement. A failure by us to enforce any provision(s) of this Agreement will not be construed as a waiver of any provision or right. This Agreement constitutes the entire agreement between you and AslyDost with respect to its subject matter. You agree that, except as otherwise expressly provided in this Agreement, there shall be no third-party beneficiaries to this Agreement. You agree that regardless of any statute or law to the contrary, any Dispute, claim or cause of action arising out of or related to this Agreement must be filed within one (1) year after such Dispute, claim or cause of action arose or be forever barred. All notices provided by a party in connection with this Agreement will be deemed to be given as of the day they are received either by email, messenger, delivery service, or in the Mail, postage prepaid, certified or registered, return receipt requested, and addressed as follows: Your address for such notices is your email address and/or physical address that you have provided to AslyDost. AslyDost's address for such notices is: [info@aslydost.com](mailto:info@aslydost.com) and/or by mail to AslyDost, Attn: Legal, D2, Block 3, Clifton, Karachi, Pakistan. The captions provided in this Agreement are solely for convenience only and shall not affect the interpretation of this Agreement. This Agreement shall not be modified except in writing signed by both parties or by means of a new posting by AslyDost, as described below. This Agreement shall be interpreted as if jointly drafted by the parties. AslyDost shall have no liability to you, in any manner whatsoever, for any failure or delay in performing its obligations in this Agreement where such failure or delay is caused by an act, event or circumstance beyond AslyDost's reasonable control including, without limitation, strikes, lock-outs and other industrial disputes, breakdown of systems or network access, failure of Professionals to perform, flood, fire, explosion, acts of terrorism or accident civil war, riot, rebellion and revolution, military power, sabotage, piracy, embargo, sanction, earthquakes, hurricanes, acts of government, expropriation, boycott, blockade, currency or trade restrictions, seizure of works, requisition, plagues, epidemics, pandemic, natural disaster, extreme natural event, explosion, fire, prolonged break-down of transport, telecommunication, information system or energy or general labour disturbances, which prevents, impedes, delays or hinders the performance of AslyDost's obligations under this Agreement.

**20. Changes to this Agreement.** We reserve the right, in our sole and absolute discretion, to change, modify, amend add to, supplement or delete any of the terms and conditions of this Agreement at any time, effective with or without prior notice. If any future changes to this Agreement are unacceptable to you or cause you to no longer be in compliance with this Agreement, you must terminate, and immediately stop using, the AslyDost Platform in any manner whatsoever. Your continued use of the AslyDost Platform following any revision to this Agreement constitutes your complete, irrevocable, unconditional and unequivocal acceptance of any and all such changes and the continued use of the same at your discretion.

**21. Severability** These Terms shall be deemed to be severable. In the event that any provision is determined to be unenforceable, illegal or invalid, such provision shall nonetheless be enforced to the fullest extent permitted by law, and such determination shall not affect the validity and enforceability of any other remaining provisions.

**22. Contact Information.** If you have any questions regarding this Agreement, please contact us at [info@aslydost.com](mailto:info@aslydost.com) or by mail to the below address:  
D2, Block 3, Clifton, Karachi, Pakistan

I HEREBY ACKNOWLEDGE THAT I HAVE READ AND UNDERSTAND THESE TERMS OF

USE AND PRIVACY POLICY, AND HEREBY UNCONDITIONALLY, IRREVOCABLY AND UNEQUIVOCALLY AGREE THAT MY USE OF THE ASLYDOST PLATFORM IS AN ACKNOWLEDGMENT OF MY AGREEMENT TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT.

Last updated: **December 1, 2020**