# **Terms of Service**

Last Updated: April 13, 2025

### Introduction

Welcome to TapAway. These Terms of Service ("Terms") govern your access to and use of the TapAway website, mobile application, and services. By accessing or using our services, you agree to be bound by these Terms and our Privacy Policy.

Please read these Terms carefully before using our services. If you do not agree to these Terms, you must not access or use our services.

### **Definitions**

- "Service" refers to the TapAway application, website, and platform that connects customers with service providers for household services.
- "User," "you," and "your" refer to the individual or entity using our Service.
- "Client" refers to a user who books services through our platform.
- "Agent" refers to a user who offers and provides services through our platform.
- "Content" refers to text, images, photos, audio, video, and all other forms of data or communication.

# **Account Registration**

### **Eligibility**

To use our services, you must:

- Be at least 18 years old
- Register for an account
- Provide accurate, current, and complete information
- Maintain and update your information

## **Account Security**

You are responsible for:

Maintaining the confidentiality of your account credentials

- All activities that occur under your account
- Notifying us immediately of any unauthorized access to your account

### **Service Terms for Clients**

### **Booking Services**

When booking a service through TapAway:

- You agree to provide accurate information about your service needs
- You are responsible for ensuring the service location is accessible and safe
- You agree to be present or make arrangements for access during the scheduled service time
- You understand that last-minute cancellations may incur fees

### **Payments**

- You agree to pay all fees for services booked through our platform
- Payments are processed securely through our authorized payment processors
- Fees for services are as listed at the time of booking, plus any applicable taxes or additional charges
- Subscription plans automatically renew until cancelled

### **Client Responsibilities**

As a client, you agree to:

- Treat agents with respect
- Provide a safe working environment
- Communicate clearly about service expectations
- Use the QR code verification system as directed
- Leave honest and fair reviews

# **Service Terms for Agents**

### **Providing Services**

#### As an agent:

- You must meet all qualifications and screening requirements
- You are responsible for providing services professionally and competently

- You must maintain any required licenses, permits, or insurance
- You agree to use the QR code verification system for job tracking

### **Earnings and Payments**

- You will receive payment for completed services as per the agreed rates
- TapAway retains a service fee from each transaction
- Payments are processed on the schedule outlined in your provider agreement
- Tax reporting is your responsibility

### **Provider Responsibilities**

As an agent, you agree to:

- Arrive on time for scheduled services
- Complete services according to professional standards
- Communicate promptly with clients
- Maintain accurate profiles and availability
- Comply with all applicable laws and regulations

### **Prohibited Activities**

#### Users may not:

- Use our service for any illegal purpose
- Violate any laws in your jurisdiction
- Infringe on the rights of others
- Harass or harm another person
- Share or upload harmful or malicious content
- Impersonate another person
- Interfere with the proper operation of the service
- Scrape or attempt to access data unlawfully
- Create multiple accounts

# **Intellectual Property**

 The TapAway service, including all content, features, and functionality, is owned by TapAway and protected by copyright, trademark, and other intellectual property laws  You may not reproduce, distribute, modify, create derivative works of, publicly display, or exploit our content without explicit permission

### **Reviews and Content**

- Users may submit reviews and other content
- You retain ownership of your content but grant us a license to use, reproduce, modify, and display such content in connection with our service
- We reserve the right to remove any content that violates these Terms or is otherwise objectionable

# **Limitation of Liability**

To the maximum extent permitted by law:

- TapAway is provided "as is" without warranties of any kind
- We are not liable for any indirect, incidental, special, consequential, or punitive damages
- Our total liability for any claims is limited to the amount you paid for the service in question

## Indemnification

You agree to indemnify and hold harmless TapAway, its affiliates, officers, directors, employees, and agents from any claims, liabilities, damages, losses, costs, or expenses arising out of your use of the service or violation of these Terms.

## **Termination**

- We may terminate or suspend your account for violations of these Terms
- You may terminate your account at any time by contacting us
- Upon termination, your right to use the service will cease immediately

## **Modifications to the Service and Terms**

- We reserve the right to modify or discontinue the service at any time
- We may update these Terms at any time by posting the amended terms
- Your continued use of the service after changes constitutes acceptance of the new Terms

**Governing Law** 

These Terms shall be governed by and construed in accordance with the laws of state,

without regard to its conflict of law principles.

**Dispute Resolution** 

Any dispute arising from these Terms shall be resolved through:

1. Informal negotiation

2. Mediation

3. Binding arbitration in your state

**Severability** 

If any provision of these Terms is found to be unenforceable, the remaining provisions

will remain in full force and effect.

**Contact Information** 

If you have any questions about these Terms, please contact us at:

Email: info@tapaway.app