

# TERMS AND CONDITIONS

## 1. INTRODUCTION

1.1 Please read these Terms and Conditions (the "**Terms**" or "**Terms of Use**") carefully before using the service ("**the Service**") provided through the website [www.solvedexpert.com](http://www.solvedexpert.com) and the mobile application Solved or Solved application ("**Solved**"). The Service is operated and provided by us, the Romanian company Maflomarius SRL, 36663373 ("**we**", "**us**", "**our**").

1.2 You, natural or legal person, who register or intend to register an account in the Service, are a user of the same Service ("**User**", "**Users**" or "**You**", "**Your**"). Users who look for help and solutions in the Service are hereinafter referred to as "**Client**" and Users who provide "**Clients**" with services and solutions in **the Service** are hereinafter referred to as "**Solver**". The "**Solver**" is also known as the "**Handyman**" or the "**Specialist**". "**Visitor**" means both natural and legal persons who visit **the Service** without being a **User**.

1.3 "**Collaboration**" or "**Meeting**" refer to any initiative that resulted after both, **Client** and **Solver**, checked each other's details from their profiles in Solved application and decided to contact each other and/or meet.

1.4 "**Job/Task/Need/Problem**" refers to any activity a **Client** needs a **Solver** to be taking care of.

### **Users who are looking for help/someone to solve their problem**

1.5 Your access to and use of **the Service** is conditional on you accepting and complying with the **Terms**. The **Terms** apply to all **Visitors**, **Users** and others who have access to or use **the Service** and / or any other service mediated through **the Service**. By visiting or using **the Service**, you agree to be bound by the **Terms**.

## 2. ABOUT THE SERVICE

2.1 We provide a tool for Users who through the Service can search for specific solutions to their need and who can perform various types of services that can solve needs in general. The Client can use the Service to search for peculiar service providers that can solve different problems Clients might face. Solvers can use the Service to improve their profile and provide it with a detailed description of the services they can offer, backed by certifications, diplomas, specializations. Thus, Clients can filter the list of Solvers and call the right Solver for their needs and expectations.

2.2 We are not responsible for the services Clients' search for or for the type of services Solvers provide. It is Clients' and Solvers' responsibility to figure out whether the Clients' needs can be solved by Solver's capabilities or not. Even if Solved creates the field where supply (Solvers) meets demand (Clients), we are not responsible for anything that happens between Clients and Solvers in case they decide to collaborate. See more about this in section 11.

### **3. PROCESSING OF PERSONAL DATA**

In order for us to provide the Service, we need to collect and process personal information about you. You can read more about how we collect and process your personal data in our personal data policy.

### **4. REGISTRATION AND USER ACCOUNT**

4.1 Users can be either a physical or legal person. You may only register a user account and your user account may only be used by you. To register your account, you must be at least 18 years old and agree with The Terms.

4.2 You have the right at any time to stop using the Service and to terminate your user account. The terms will cease to apply to the last mediated service that you are a part of.

### **5. USE OF THE SERVICE**

5.1 You warrant that you will not use the Service for any purpose that is in violation of any applicable law or the Terms. You are responsible for all activity that occurs within the framework of your use of the Service. We are not responsible for unauthorized access to the Service due to your or other Users' negligence.

5.2 You are responsible for ensuring that all material made available to you through the Service does not infringe any third party's rights or violate any applicable law.

5.3 In the event that we find that something that you have written or posted violates applicable law or otherwise may cause harm to us or third parties, we reserve the right to delete this and / or close your user account. We unilaterally decide if this should happen.

5.4 Users agree that other Users rate them through the Service.

5.5 Users are totally forbidden to:

- a) use the Service to practice, expose, commercialize or promote any illegal activity or substances that violates the law, and harm Users' integrity, reputation and experience with and within the Service
- b) populate the Service with illegal, obscene, vulgar, sadistic, immoral content (text, photos) that can harm Users' integrity, reputation and experience with and within the Service
- c) use inappropriate, obscene, vulgar, sadistic, immoral, unfriendly, aggressive language and attitude, while getting into contact with the Users of the Service or while providing the Users of the Service with written feedback. That can harm Users' integrity, reputation and experience with and within the Service
- d) lie in regards to your job title, abilities, skills, competencies and provide services you are not authorized or qualified for

The Users of the Service who fail to comply to any of the above-mentioned aspects, are strongly forbidden from continuing using the Service. They are strongly advised to stop using the Service and moreover, we reserve the right to delete and/or close their accounts, with no prior or further notice. We unilaterally decide if this should happen.

On one hand, in consideration of the services provided by the Service, you hereby release the Service from any and all claims, causes of action, lawsuits, injuries, damages, losses, liabilities or other harms resulting from or relating to not complying to the above-mentioned aspects, including without limitation any claims, causes of action, or lawsuits based on any alleged violations of the law. The activity of the Users who use the Service is exclusively Users' responsibility and it should obey local laws, legislation, regulations, Code of Conduct, community rules etc. On the other hand, the Service will do its best in trying to prevent and stop harmful Users' behaviours.

## **6. MODIFICATIONS OF THE SERVICE**

6.1 We reserve the right to change, cancel and / or terminate the functions of the Service at any time, including, but not limited to, (i) functionality, (ii) functions and (iii) services, with or without notice. All new functionality, new features or new services launched in the Service are covered by the Terms.

6.2 We undertake to take reasonable steps to keep the Service operational and functioning under such modifications as described above.

## **7. AVAILABILITY OF THE SERVICE**

We intend to keep the Service available every day of the year, but reserve the right, in the event of updates and / or maintenance, to shut down the Service or parts of the Service. We are not responsible for any interruptions in the availability of the Service that may occur due to defective internet connection, interference with the web host or the maintenance of the Service.

## **8. PAYMENTS**

8.1 We use different third-party electronic payment solutions, e.g. Google Pay, Apple Pay. In order to use the Service, the User must agree Google and Apple terms and conditions of use, privacy policy and security statement, which is done in connection with the registration. Google and Apple will then have access to some of your personal information in order to be able to mediate payment between the Users and Solved.

8.2 As a Solver, you will have to pay a monthly membership, so, the products and services you offer as a Solver, can become available to all of the existent Clients. We do not charge for the mediation of the job, we do not charge the compensation that the Client will pay the Solver for the work performed, and except from Solver's membership, we do not charge any other service Solved provides. It is up to the Clients and Solvers to decide whether they collaborate or not. Moreover, Clients and Solvers need to agree details (timeline, price, locations etc.) in regards to their Collaboration as we have nothing to do with these aspects. Both Clients and Solvers are free to make the most use of their abilities to obtain best prices and timelines for their offers. Mediation of the remuneration to Solver does not in any way mean that Solver is in employment or contractual relationship with us.

8.3 You agree that our involvement in all Clients-Solvers Collaborations only refers to creating the place where demands meets supply. How realistic the demands are, the quality of the available supply, the costs of specific supply vs. specific demand do not represent aspects we are not liable for, nor for the positive or negative results of Clients-Solvers' Collaborations.

8.4 You agree that we will not be liable for any loss arising from unauthorized use of a debit card, or other payment method, by a third party in connection with your use of the Service.

8.5 You are aware that the memberships automatically renew and you are anytime given the chance to manage subscriptions and prolong or cancel membership. We do not provide any type of refunds in regards to paid memberships, that were voluntary acquired or automatically renewed.

## **9. COLLABORATION ISSUES**

9.1 In the event that Solver does not appear or is so delayed that the job agreed with the Client cannot be performed, if you as a Client are not satisfied with the Solver, you can provide the Solver with feedback or you can report the Solver. In such cases, we reserve the right to review Solver's profile which may result in a temporary suspension of Solver' user account.

9.2 If a Solver does not show up to perform the task requested by Client and commonly agreed, or does not show up according to the agreed time, we may suspend the Solver user account in accordance with point 5.3. Moreover, the Client has the possibility to provide Solver with feedback and thus, help us differentiate services' different qualities.

9.3 If Solver's cancellations, in which Solver was the cancellation party, exceed a figure of 3% during the last 30 days, Solver's profile may be reviewed, which may result in a temporary suspension of Solver' user account in accordance with point 5.3.

9.4 Both Clients and Solvers have the responsibility of considering and adhering to SARS-CoV-2 restrictions and comply with local laws and regulations. We do strongly forbid Clients and Solvers meet once this practice does not comply with local laws and regulations. Moreover, we strongly recommend Clients and Solvers wear masks and gloves and avoid any type of direct contact, if they are allowed to interact. Both Clients and Solvers are asked to cancel meetings, once any of the parties refuse adhering to the measurements imposed by SARS-CoV-2 situation. Additionally, Clients and Solvers need to REPORT the Solvers or the Clients that refuse to follow the current rules and meetings or collaborations should be banned. Reporting can be done directly from the mobile application Solved or by e-mailing us to [solvedapplication@gmail.com](mailto:solvedapplication@gmail.com).

## **10. INTELLECTUAL PROPERTY RIGHTS**

10.1 We own all rights, including intellectual property rights to the Service, including but not limited to process, method, software and design. You do not obtain any intellectual property rights to the Service or any of the material created therein. It is therefore prohibited, without our consent, to make copies, regardless of the technology used, of all or part of the content of the Service. Without such consent, it is also prohibited to make all or part of the content of the Service available to the public through the use of the Internet or otherwise.

10.2 When linking to the Service, it must always be opened in a new window. It is not allowed to link in such a way that the content of the Service is at risk of being distorted or misunderstood.

## **11. LIMITATIONS OF LIABILITY**

11.1 We are not responsible for technical errors, or hardware or software errors. We are also not responsible for any lost or inaccessible network connections, or disconnections from your user account. We do not promise that the Service will meet your requirements or expectations of it, or that the use of the Service will be uninterrupted or error free.

11.2 We will do everything we can to ensure that the Service meets your expectations and in the event of a failure of the Service, we will do everything we can to find a good solution for you. However, we are only a mediator of services and in the event that you happen to, directly or indirectly, damage or loss caused or alleged to have been caused by, or in connection with, use of the Service, you accept that we are not responsible or liable. In the event of damage or loss in the case Client-Solver Collaboration, the Client must contact the Solver who decided to perform the task proposed by the Client. Note, however, that both the Client and Solver should be insured according to item 15.

11.3 When the Client and Solver enter into a verbal or written agreement in regards to specific tasks and remuneration, it is the responsibility of Solver to perform the Service in the manner agreed and to appear at the place and at the time agreed to give the service to Client. It is the responsibility of the Client to provide the Solver with a reliable address to receive the job from Solver.

We are not a party to the agreement and thus have no liability to Users for agreements they have made with each other through the use of the Service. We also have no obligation to provide services to the Client, and take no responsibility if Solver is delayed in addressing Client's request.

We are not responsible for the quality of the work provided by Solvers and we are not responsible if the Client decides not to pay for the job done by a Solver. We encourage and we strongly recommend and promote a Client – Solver relationship based on mutual respect, trust in which both parties honour mutual agreements.

11.4 As only a mediator of services, we do not undertake and / or undertake to resolve any disputes between Clients, Solvers, Users. Any disputes must therefore be resolved directly between Clients, Solvers, generally Users, without our involvement. Clients should be aware that some of the Solvers might or might not be qualified for specific jobs. As a Client, do not allow a Solver to start the job unless you are sure you can afford both risks and advantages of the collaboration. It is Clients' responsibilities to check Solvers' qualifications and competencies. Thus, on one hand, it is Clients' decision whether or not to start a collaboration with Solvers, based on Solvers' profile information, the beforehand discussion or any other consideration. On the other hand, it is Solver's risk of being or not being remunerated for the job done, no matter the quality of the work. The Service is not responsible for any of these situations or decisions or results of the taken decisions but both Clients and Solvers can report each other from their profile pages in the Solved application. This way, the community will be aware of malicious practices and more unfortunate situations will be avoided.

11.5 We are not responsible for the information Clients and Solvers, or generally Users, share while using the Service. Users should be aware that their profiles' information become public to other Service's Users and we are not responsible for the way they decide to use this information. Therefore, we strongly advise all the Service's Users to avoid sharing

confidential data especially when populating their profiles with photos of diplomas, certifications, trainings, courses etc.

11.6 We are not responsible if Users forget to cancel the memberships which renew automatically. Thus, the purchase of any of the services offered by the Service is irreversible.

## **12. FORCE MAJEURE**

Except in cases where we have acted grossly careless, we are always exempt from liability for violations of the Terms caused by events beyond our control, such as, but not limited to, water damage, lightning, fire, power failure, strike, war, mobilization or military summons of greater scope, new or amended legislation, requisition, seizure, governmental action, government regulations, labour market conflict and similar circumstances. If there is an obstacle for us to make the Service available or take other action due to circumstances in this paragraph, the action may be postponed until the obstacle has ceased.

## **13. TAX IMPACT**

Purchase and sale of Brokered Services may entail tax liabilities of various kinds. You are solely responsible for any tax consequences that may arise from the use of the Service. We refer to the Romanian Tax Agency for information on matters relating to taxation of services provided in the Service.

## **14. OBJECTIONS**

14.1 We always strive to have satisfied Users and therefore recommend that you contact us directly with any comments and / or complaints.

14.2 You must advertise any errors or omissions in the Service that affect you in a harmful way. Complaints are made to [solvedapplication@gmail.com](mailto:solvedapplication@gmail.com) as soon as you discover errors or defects in the Service.

## **15. INSURANCE**

Both Client and Solver should have their own insurances as we are not liable for anything that happens with the Solver, with the Client, with their goods, payments and methods of payments etc. Thus, something does not work according to the plan, it is Client and Solver's responsibility to remediate misunderstandings. We can only be informed about these situations, directly by e-mail [solvedapplication@gmail.com](mailto:solvedapplication@gmail.com) or indirectly by feedbacks, and we recommend Client and Solver provide each other with feedbacks after their Collaboration ends. But we cannot take any responsibility for the way Client and Solver decide to collaborate if applicable.

For example, if Solver drops a screwdriver from the top of a ladder and this causes the tool to break or if specific furniture is transported and damaged during transportation, these represent possible costs that can be covered by Client or Solver's insurances. We take no responsibility or liability to cover these possible costs, or any costs or losses resulted from any of the Client-Solver Collaborations.

## **16. CHANGE OF TERMS**

We have the right, at any time and for any reason, to change the Terms by publishing the changed terms in the Service and you might be informed through e-mail or public post on the

website or any media means of Solved. By visiting or using the Service, you acknowledge that such changes may occur and that you are responsible for keeping up to date on any changes.

## **17. RULES OF PROVISIONS**

If any provision of the Terms is considered in whole or in part to be invalid or cannot be enforced, the provision shall be limited, amended or separated to the minimum extent possible to ensure its validity, so that the Terms may otherwise remain in full force, effect and enforceability.

## **18. DISPUTES AND APPLICABLE LAW**

Romanian Terms and Conditions shall apply to the Terms and the Service. Disputes arising as a result of the Terms and / or the Service shall be settled in public court, whereby Bucharest District Court shall be the first instance.

# **REFUND POLICY**

Solved does not offer refunds. The purchase of any of the services offered by the Service is irreversible.

Payments that occur between Clients and Solvers and the methods payments do not represent something we are responsible for. Thus, any discussion in regards to the payments that occur between Clients and Solvers should only be carried, implemented and resolved by Clients and Solvers as we have no control over them and know nothing about them.

# SAFETY

- You should never share personal information, such as your social security number, or details about your daily routine (e.g., places frequented by you, people you spend time with etc.) with people you don't know. Also, avoid sharing details such as your relatives' names, habits, places they frequent, or their ages or genders.
- If you share personal information, such as home or work address, you should receive or make the visit of the Users' Service in the presence of another person, familiar to you.
- If you receive the visit of a Solver or of a Client, you'd better be with a friend or a family member that can assist the visit or can be nearby the visit's place.
- If you receive the visit of a Solver or of a Client, tell a friend or family member of your plans, including when and where you're going or who is visiting you. Have your cell phone charged and with you at all times.
- It is totally not advisable to leave the Solver unattended during the **Collaboration**. Solved does not recommend or encourage such an approach at all and does not assume responsibility for unpleasant experiences resulting from such collaboration. However, if you decide to work with a Solver and you cannot supervise the execution of the work, before starting the **Collaboration**, make sure that you take all necessary measures to be able to identify the Solver even after the **Collaboration** has ended.

## Report suspicious, offensive and non-compliant behaviour

Everyone has own limits and you can figure out when someone's crossed the line. Once they do it, we want to know about it. Report anyone that violates your rights and our terms. Here are some examples of violations:

- To be called or contacted after the job is done and to be called or contacted with other intents then solving a problem or addressing the scope of the Service
- To be visited or to make a visit after the job is done and to be visited or to make a visit with other intents then solving a problem or addressing the scope of the Service
- Harassment, threats, and offensive messages
- Inappropriate or harmful behaviour during or after meeting in person
- To not comply to SARS-CoV-2 regulations like: no direct contact, wear mask, wear gloves and many other regulations peculiar to specific locations and in accordance to local rules and laws
- Fake profiles' information
- Spam or solicitation including links to commercial websites or attempts to sell products or services
- Underage users

You can report any concerns about suspicious behaviour from any profile page or writing us at [solvedapplication@gmail.com](mailto:solvedapplication@gmail.com).

Please bear in mind that even if you follow these indications, no method of risk reduction is perfect. If you are experiencing negative situations, please know that it is not your fault and help is available. If you feel you are in danger or need emergency assistance, call 911 (U.S. or Canada) or your local law enforcement agency.



# GENERAL SPECIFICATIONS

Firstly, please follow local guidelines, regulations, rules, laws, in regards to physical distancing and staying home to help slow the spread of coronavirus (Covid-19).

The Solved application may contain links to third party websites, including the networks of Solved's valued affiliate service providers, advertisers, or make available services obtained from third parties, including verification services by third party verification providers. If Users use Solved to link to another site, or use a service obtained from a third-party service provider Solved, the Users will be subject to that site's or third party's terms and conditions of use, privacy policy and security statement.

Solved does not employ Solvers and Solved does not test Solvers' professional background and capabilities. Solved is not responsible for and will not be liable for any tax payment or withholding, including but not limited to applicable VAT, employer's liability, social security, PAYE or other payroll withholding tax in connection with a User's use of the Solved Platform. The Solver assumes full and sole responsibility for all required and applicable income tax and contributions to Social Security as to the Solver and all persons engaged by the Solver in the performance of the Jobs. Each User assumes all liability for proper classification of such User's workers based on applicable legal guidelines. Each User assumes all liability for proper classification of such User's workers based on applicable legal guidelines.

Further, in consideration of the services provided by Solved, you hereby release Solved from any and all claims, causes of action, lawsuits, injuries, damages, losses, liabilities or other harms resulting from or relating to telephone calls or text messages, including without limitation any claims, causes of action, or lawsuits based on any alleged violations of the law (including, without limitation, the Telephone Consumer Protection Act, Truth in Caller ID Act, Telemarketing Sales Rule, Fair Debt Collection Practices Act, or any similar state and local acts or statutes, and any federal or state tort or consumer protection laws).

Solved and Affiliates cannot and do not guarantee that any personal information supplied by you will not be misappropriated, intercepted, deleted, destroyed or used by others.

There is no fee to receive automated telephone calls or text messages from Solved, our agents, affiliates, and independent Clients and Solvers. However, you may incur a charge for these calls or text messages from your telephone carrier, which is your sole responsibility. Check your telephone plan and contact your carrier for details. You represent and warrant that you are authorized to incur such charges and acknowledge that Solved and Affiliates are not responsible for such charges.

