

Terms and conditions

## RECITALS

**TRN 104031095300003 KAILASH COOL AIR CONDITIONING INSTALLATION & MAINTENANCE L.L.C** Office 2700-031, Al Saqr Business Tower, Trade Center 2, Dubai, UAE - operates and manages its website <https://conditioner-repair.com/> (the "Website") through which a customer (the "Customer") can book cleaning services by submitting a request (the "Service Request").

- A. Once a Service Request has been submitted, **KAILASH COOL** will assign the received Booking Request to one of qualified employees (the "Cleaner").
- B. Once services are booked, **KAILASH COOL** will issue an invoice to the Customer and collect the payment via the Payment Service Provider (Network International) on the terms and conditions of the Payment Service Provider.
- C. Before using the Website, the Customer needs to read these Terms and Conditions (the "Terms and Conditions") carefully and confirm his/her acceptance of these Terms and Conditions. Customer's acceptance of the Terms and Conditions is a prerequisite for the use of the Website and shall be the entire agreement between the Customer and **KAILASH COOL** (the "Cleaning Agreement"). The Terms and Conditions may be saved and printed from the browser.

NOW THEREFORE, the Customer and **KAILASH COOL** agree as follows:

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## Definitions and Interpretation

"**Annexure**" shall mean the email received by the Customer confirming the Service Request made via the Website acceptance of the Customer's submitted Service Request, which forms an integral part of the Cleaning Agreement.

"**Service Request**" shall mean the reservation made by the Customer on the Website for the Cleaning Services to be carried out at a particular date, time, and location and which stipulates the Service Fees.

"**Service Fee**" shall mean the total fee payable by the Customer for the Cleaning Services as requested by the Customer in the Service Request.

"**Service Location**" shall mean the address provided by the Customer in the Service Request, where the Cleaning Services will be carried out.

"**Cleaning Services**" shall mean the cleaning services the Customer has requested via the Website through the Service Request.

"**Cleaning Agreement**" shall mean the entire agreement between the Client and **KAILASH COOL** governing the Cleaning Services to be provided in connection with the Services Request.

"**Service Fee**" shall mean the fee paid by the Customer for the requested Cleaning Services.

"**Customer**" shall mean any person who has registered with the Website, submitted a Service Request and is entering into this Agreement and any other related agreement if required.

"**Intellectual Property Rights**" shall mean all intellectual and industrial property relating to including the Website, all works in which copyright exists or may exist, designs, drawings, industrial designs, technical information, models, specifications, prototypes, patents, applications for patents, trade secrets, confidential information and know-how, trademarks, trade-names, discoveries and inventions, and integrated circuit topographies.

"**Payment Service Provider**" shall mean Network International, the third-party service and payment institution collecting and processing the Service Fee.

"**Scheduled Booking Time**" shall mean the time and date the Cleaning Services to be provided by **KAILASH COOL** in accordance with the Service Request.

"**Site Content**" shall mean all materials, content and information made available on the Website including but not limited to written text, graphics, images, photographs, logos, trademarks, audio materials, video materials and any other forms of expression.

"Website" shall mean <https://conditioner-repair.com/>

## Terms and Conditions

- Access to and use of this Website is governed by these Terms and Conditions.
- **KAILASH COOL** may periodically review the Terms and Conditions and reserves the right to change the Terms and Conditions, without any prior notice to the Client, by updating the Agreement. The Client should review this Agreement, as available on the Website, regularly as any changes to the Terms and Conditions take immediate effect from the date of the publication of this Agreement on the Website. If the Client continues using the Website after publication of the amended Terms and Conditions, such usage will be deemed to constitute the Client's acceptance of those changes.
- The Client acknowledges that any hyperlinks or other redirection tools taking him/her to other websites or links operated by **KAILASH COOL** third parties that appear on the Website ("Third Party Site") are not operated by and do not form part of the Website or the Agreement. The Client agrees not hold **KAILASH COOL** liable or in any way accountable for anything that occurs on any Third Party Site.

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## Acceptance

- In order to use this Website and make a Service Request, the Client must first accept the Terms and Conditions.
- The Client accepts the Terms of Use by:
  - creating a User Profile (as defined below) with the Website; and
  - clicking to accept/agree to the Terms and Conditions
- To create a User Profile, the Client is required to fill out **KAILASH COOL s** online registration form and send the completed form by clicking on the corresponding button after acknowledging his/her agreement to the Terms and Conditions. Once completed, **KAILASH COOL** will send an email confirmation containing the details of your User Profile to the registered email of the Client.
- Notwithstanding clause 3.2, the Client may not accept the Terms and Conditions Use or access the Website if:
  - The Client is not of legal age to form a binding contract with **KAILASH COOL**; or
  - The Client is a person barred from entering into contracts under applicable legislation, in which case, the Client must immediately leave the Website.
- By accepting the Terms and Conditions, the Client agrees that his/her acceptance is clear and unequivocal proof that the Terms and Conditions are not unconscionable, that there is no unfair bargaining power or position, that there is no duress, and that the Client has carefully read and understood the Terms and Conditions. If the Client does not understand any part of the Terms and Conditions, he/she should seek independent legal advice.
- By creating a User Profile, the Client acknowledges that the information provided by him/her is true and that he/she will update such information to ensure that his/her User Profile is constantly up to date. A User Profile can be updated simply by logging in to the Client account and amending his/her submitted information as may be required.

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## User Profile

- The Client is required to register his/her personal information, including Client name, address, phone number, and email address ("User Profile") on the Website in order to make a Service Request.
- The Client will be issued with a username and password which are linked to his/her User Profile. The username and password are personal and confidential and are not transferable. The Client bears responsibility for all information posted on or transmitted via the Website by anyone using Client's username and password and any payments due for the Cleaning Services acquired through the Website by anyone using Client's username and password. The Client should notify **KAILASH COOL** immediately of any breach of security of the Client username and password.
- The Client must only register one User Profile with the Website. **KAILASH COOL** reserves the right in its sole discretion to delete any User Profile it believes to be duplicative and to block and/or ban any user from any further use of the Website.

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## The Website

- To make a Service Request the Client must visit the Website and login to his/her User Profile. The Client will receive a Service Request confirmation receipt from **KAILASH COOL** after submitting his/her Service Request.
- When a Services Request is confirmed, **KAILASH COOL** will send the Client an acceptance email and attach an electronic version of the Cleaning Agreement that constitutes and governs the relationship between the Client and **KAILASH COOL** for the provision of the Cleaning Services.
- All Services Fees will be handled by the Payment Service Provider.
- The Website is provided to enable the Client to make Cleaning Requests, complete payments for completed Cleaning Services, and for no other purposes.

- The Client confirms that he/she is at least 18 years of age and possess the legal authority to use the Website in accordance with these Terms and Conditions The Client also agrees that all information supplied by him/her in using the Website is true and accurate at all times.
- Any speculative, false, or fraudulent Service Request is prohibited. The Client agrees that the Website will only be used to make legitimate Service Requests for the Client. The Client acknowledges that abuse of the Website may result in him/her being denied access to the Website.
- **KAILASH COOL** has the right at any time to add, change or withdraw functions available on the Website at its sole discretion.
- The Client is prohibited from advertising on the Website.

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#### **Payment**

- The Client agrees that at the time of the Service Request, his/her payment details will be transferred to the Payment Service Provider for future processing.
- Upon the submission of the Service Request, **KAILASH COOL** will issue an invoice. Once issued, the Client agrees to the automatic processing of payment of applicable fee by the Payment Service Provider.

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#### **Changes and Cancellations**

- **KAILASH COOL** may at its sole discretion terminate Client's use of, or access to, the Website at any time.
- If this happens **KAILASH COOL** may notify the Client by email. If Client's use of the Website is terminated:
  - The Client is no longer authorized to access the Website or use any other **KAILASH COOL** services with the details provided in the Client User Profile including the email address he/she used to register with the Website or any other email address the Client may possess.
  - All licenses granted by the Client and all disclaimers by **KAILASH COOL** and limitations of **KAILASH COOL**'s liability set out in the Terms and Conditions or elsewhere on the Website will survive termination.
- The Client may terminate this agreement by emailing **KAILASH COOL** at [DU.0585355111@GMAIL.COM](mailto:DU.0585355111@GMAIL.COM), **KAILASH COOL** will disable Client's User Profile within fourteen (14) days of receipt of the email requesting termination of the Client User Profile.
- **KAILASH COOL** reserves the right to deduct any outstanding fees and charges owed by the Client to **KAILASH COOL** on the Client User Profile prior to disabling it.
- The Client authorizes **KAILASH COOL** to make the above deduction prior to disabling his/her User Profile from Client's payment details contained in his/her User Profile.

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#### **Dispute Resolution**

- The Parties will reasonably endeavor to amicably solve any dispute concerning the use of the Website.

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#### **Security of Payment**

- The Client agrees that **KAILASH COOL** may collect and store his/her personal details. The Client shall not hold **KAILASH COOL** responsible for any breach, disclosure, action, loss or damage whatsoever arising from the collection and storage of the Client personal and other related details.
- **KAILASH COOL** has taken necessary steps from a technical and systems perspective to ensure that the Client information is protected. A payment gateway is used to process all transactions and credit card details. **KAILASH COOL** does not give any

warranty or make any representation regarding the strength or effectiveness of the payment gateway and is not responsible for events arising from unauthorised access to the Client information.

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#### **Privacy**

- **KAILASH COOL** collects and stores the information the Client enters into the User Profile. The personal information collected by **KAILASH COOL** will be maintained in accordance with **KAILASH COOL** Privacy Policy available on the Website.

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#### **Intellectual Property**

- The Website content is protected by copyright and **KAILASH COOL** reserves all Intellectual Property Rights which may subsist in the Website content and/or the Website.
- By accepting the Terms and Conditions, the Client is granted a non-exclusive licence to:
  - view the Website;
  - print pages from the Website in its original form; and
  - download any material from the Website for caching purposes only.
- The Client must not, without **KAILASH COOL**'s prior written consent which may be withheld at its absolute discretion:
  - copy, republish, reproduce, duplicate or extract the Website content;
  - redistribute, sell, rent or licence any Website content; or
  - edit or modify the Website content.

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#### **Acceptable Use**

- The Client must not use, or cause this Website to be used, in any way which:
  - breaches any clause of the Terms and Conditions;
  - infringes **KAILASH COOL**'s or any third party's Intellectual Property Rights;
  - is fraudulent, illegal, or unlawful; or
  - causes impairment of the availability or accessibility of the Website.
- The Client must not use, or cause this Website to be used, as a medium which stores, hosts, transmits sends or distributes any material which consists of spyware, computer viruses, Trojans, worms, keystroke loggers, or any other malicious computer software.

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#### **Indemnity and Liability**

- The Client agrees to indemnify **KAILASH COOL**, immediately upon demand, against any claim, action, damage, loss, liability, cost, charge, expense or payment including any legal fees which **KAILASH COOL** may pay, suffer, incur or are liable for, in relation to any act you do or cause to be done, in relation to the Terms and Conditions and in relation to the Cleaning Services.

- **KAILASH COOL** will not be liable to the Client in any way whatsoever including contract, tort or equity in relation to any direct, indirect or consequential loss you incur in relation to the contents, use or reliance of Website content or otherwise in connection with the Website and the Terms and Conditions.
- To the extent permitted by law, **KAILASH COOL** will not be responsible and will be excluded from all liability, for any loss or damage whatsoever (including personal injury, loss of life and damage to property) that the Client or any other person may suffer in connection with the offer or supply of (or default in supplying) the Cleaning Services.
- By using this Website, the Client agrees and accepts that the indemnity and limitations of liability provided in this clause 13 are reasonable.

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#### **Warranties and Representations**

- The Client agrees that the use of this Website is at his/her own risk. The Website content and any additional information provided on the Website is provided to you on an "as is" and "as available" basis without warranty or condition of any kind.
- None of **KAILASH COOL**'s affiliates, directors, officers, employees, agents, contributors, third party content providers or licensors make any express or implied representation or warranty about the Website content or the Website.

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#### **General Provisions**

- Any provision of, or the application of any provision of these Terms and Conditions which is prohibited in any jurisdiction is, in that jurisdiction, ineffective only to the extent of that prohibition.
- Any provision of, or the application of any provision of these Terms and Conditions which is void, illegal or unenforceable in any jurisdiction does not affect the validity, legality or enforceability of that provision in any other jurisdiction or of the remaining provisions in that or any other jurisdiction.
- If a clause is void, illegal or unenforceable, it may be severed without affecting the enforceability of the other provisions in these Terms and Conditions.
- These Terms and Conditions shall be governed by and construed in accordance with the laws of the Emirate of Dubai and the applicable Federal laws of United Arab Emirates.
- The Parties agree that any dispute arising out of the Terms and Conditions that cannot be amicably resolved in accordance with clause 8 above shall be submitted to the exclusive jurisdiction of the Dubai Courts