

Terms of Use

Effective Date: July 22, 2024

Welcome to “Take and Do”! These Terms of Use govern your access to and use of our platform. By accessing or using our services, you agree to comply with and be bound by these Terms. If you do not agree to these Terms, please do not use our platform.

1. Definitions

“**Platform**” refers to the “Take and Do” website and mobile applications.

“**User**” refers to anyone who accesses or uses our platform, including homeowners and service professionals.

“**Contractors**” refers to individuals or businesses that offer home services through our platform.

“**Projects**” refers to individuals seeking home services through our platform.

2. Account Registration

2.1 Eligibility:

To use our platform, you must be at least 18 years old and capable of forming a legally binding contract.

2.2 Account Creation:

You must provide accurate and complete information when creating an account. You are responsible for maintaining the confidentiality of your account credentials and for all activities that occur under your account.

2.3 Account Termination:

We reserve the right to suspend or terminate your account at any time if you violate these Terms or if we determine that your use of the platform is harmful to other users or our business.

3. Use of the Platform

3.1 Permitted Use:

You may use the platform to find and hire service professionals or to offer home services, as applicable. You agree to use the platform only for lawful purposes and in accordance with these Terms.

3.2 Prohibited Activities:

You agree not to:

Use the platform for any fraudulent or illegal activities.

Impersonate any person or entity or misrepresent your affiliation with any person or entity.

Interfere with or disrupt the operation of the platform or the servers or networks used to make the platform available.

Use any automated means to access the platform for any purpose without our express written permission.

4. Service Professionals

4.1 Listings:

Service professionals must provide accurate and complete information about their services, including qualifications, pricing, and availability.

4.2 Compliance:

Service professionals must comply with all applicable laws and regulations and maintain any required licenses and certifications.

4.3 Performance:

Service professionals are solely responsible for the services they provide. "Take and Do" does not endorse or guarantee the quality or suitability of any service professional or service.

5. Homeowners

5.1 Bookings:

Homeowners can book services through the platform. You are responsible for providing accurate information about your service needs and for paying the agreed-upon price for the services.

5.2 Reviews:

Homeowners can leave reviews and ratings for service professionals. You agree to provide honest and fair feedback based on your experience.

6. Payments

6.1 Payment Process:

Payments for services are processed through third-party payment processors. "Take and Do" does not collect or store payment information.

6.2 Refunds:

Refunds are subject to the cancellation and refund policies of the service professionals. "Take and Do" is not responsible for processing refunds.

7. Intellectual Property

7.1 Ownership:

The platform and its content, including text, graphics, logos, and software, are the property of "Take and Do" and are protected by intellectual property laws.

7.2 License:

We grant you a limited, non-exclusive, non-transferable license to access and use the platform for personal or business purposes, as applicable.

7.3 Restrictions:

You may not copy, modify, distribute, sell, or lease any part of the platform or its content without our prior written consent.

8. Disclaimers and Limitation of Liability

8.1 Disclaimers:

The platform is provided “as is” and “as available” without warranties of any kind, either express or implied. We do not warrant that the platform will be uninterrupted or error-free.

8.2 Limitation of Liability:

To the fullest extent permitted by law, “Take and Do” shall not be liable for any indirect, incidental, special, consequential, or punitive damages, or any loss of profits or revenues, whether incurred directly or indirectly, or any loss of data, use, goodwill, or other intangible losses resulting from (a) your use or inability to use the platform; (b) any conduct or content of any third party on the platform; or (c) unauthorized access, use, or alteration of your transmissions or content.

9. Indemnification

You agree to indemnify and hold harmless “Take and Do”, its affiliates, and their respective officers, directors, employees, and agents from and against any claims, liabilities, damages, losses, and expenses, including without limitation reasonable legal and accounting fees, arising out of or in any way connected with your access to or use of the platform or your violation of these Terms.

10. Governing Law and Dispute Resolution

10.1 Governing Law:

These Terms shall be governed by and construed in accordance with the laws of [Insert Jurisdiction], without regard to its conflict of laws principles.

10.2 Dispute Resolution:

Any disputes arising out of or relating to these Terms or the platform shall be resolved through binding arbitration in accordance with the rules of [Insert Arbitration Association], and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

11. Changes to These Terms

We may update these Terms from time to time. We will notify you of any significant changes by posting the new Terms on our platform and updating the effective date. Your continued use of the platform after the effective date constitutes your acceptance of the updated Terms.

12. Contact Us

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

“Take and Do”

support@takeanddo.com

By using our platform, you acknowledge that you have read and understood these Terms of Use and agree to be bound by them.