

**MYTECHIE SOUTH AFRICA (PTY) LTD ("The Company")**  
**TERMS AND CONDITONS ("Terms and Conditions")**

**THESE TERMS AND CONDITIONS ARE EFFECTIVE AS OF [INSERT DATE]**  
**"EFFECTIVE DATE"**

**READ THE TERMS AND CONDITIONS CAREFULLY BEFORE BROWSING THE  
OR USING THE PLATFORM. YOUR CONTINUED USE OF THE PLATFORM  
INDICATES THAT YOU HAVE BOTH READ AND ACCEPT THE TERMS AND  
CONDITION. YOU CANNOT USE THE PLATFORM IF YOU DO NOT ACCEPT THE  
TERMS AND CONDITIONS.**

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## **1. PREAMBLE**

- 1.1. The Platform is made available, and operated under licence and/or are owned by the Company (hereinafter referred to as "the Company", "we", "our" or "us"). Any reference to "the Company", "we", "our" or "us" shall include our employees, officers, directors, representatives, agents, shareholders, affiliates, subsidiaries, holding companies, related entities, advisers, contractors, service providers and partners.
- 1.2. The Company provides Platform Services to the Technician and the Technician's Customers in terms of which, or by means of which, the Technician may engage with its Technician's Customers in respect of the Technician's Customer Services.
- 1.3. In providing the Platform Services the Company charges the Platform Fees.
- 1.4. Different parts of these Terms and Conditions apply to different Users of the Platform. In view of the variety of Users of the Platform, you are required to read and agree to those aspects of these Terms and Conditions that apply to you.

## **2. INTRODUCTION**

- 2.1. These Terms and Conditions, including any document incorporated by reference herein, apply to any Party who makes use of the Platform Services as made available on the Platform, accesses, refers to, views and/or uploads or downloads any information or material made available on the Platform for whatever purpose, and which the Parties shall carry the definition as set out in clause 3 below as the case may be, and governs the Technician or the Technician's Customer's relationship with the Company.
- 2.2. Accessing and/or use of the Platform after the Effective Date as set out above will signify that the Party has read, understands, accepts, and agrees to be bound, and is bound, by these Terms and Conditions, in such Party's individual capacity and/or for and on behalf of any entity for whom the Party utilises the Platform. Further, the Party represents and warrants that it has the authority to do so and that in the case of a Party being a natural

person, the Party is a Competent Person (as defined in the Protection of Personal Information Act, 4 of 2013, as amended).

- 2.3. Should a Party not agree to the terms contained herein, a Party must immediately desist from using this Platform.
- 2.4. To the extent permitted by applicable law, the Company may modify the Terms and Conditions and Privacy Policy with prospective effect without prior notice to the Parties, and any revisions to the Terms and Conditions and/or the Privacy Policy will take effect when posted on the Platform, as indicated above, unless a later date is otherwise stated in the revised Terms and Conditions. A Party's continued use of the Platform and/or the Platform Services will be construed as a Party's consent to the amended or updated Terms and Conditions, and will be conditional upon the Terms and Conditions and Privacy Policy in force at the time of use. A Party's only remedy should such Party not agree to the Terms and Conditions and/or the Privacy Policy, is to cease the use of the Platform.
- 2.5. These Terms and Conditions will apply fully and affect a Party's use of the Platform. By using this Platform, a Party agrees to accept the Terms and Conditions as contained herein in full.
- 2.6. Minors are not allowed to use the Platform.
- 2.7. Capitalised terms used herein shall bear the meanings as stipulated in clause 3 below.

### **3. INTERPRETATION**

In these Terms and Conditions:

- 3.1. clause headings are for the convenience and are not to be used in its interpretation;
- 3.2. unless the context indicates a contrary intention, an expression which denotes:
  - 3.2.1. any gender includes any other gender;

- 3.2.2. a natural person includes a juristic person and *vice versa*; and
  - 3.2.3. the singular includes the plural and *vice versa*;
- 3.3. the following expressions bear the meanings assigned to them below and cognate expression bear corresponding meanings:
- 3.3.1. **"Company"** shall mean MyTechie South Africa (Pty) Ltd (Registration Number: 2019/017613/07) a private company duly incorporated in accordance with the company laws of South Africa and having its registered address at 29 Fairview, 43 Memorial Lane, Maroeladal, Randburg, Gauteng, South Africa;
  - 3.3.2. **"FICA"** shall mean the Financial Intelligence Centre Act 38 of 2001 or as amended from time to time;
  - 3.3.3. **"Login Details"** shall mean the Party's unique username and password used to access the Platform;
  - 3.3.4. **"Losses"** shall mean all losses (including, but not limited to, those in respect of injury, damage to physical property or loss of life), liabilities, costs, expenses, fines or penalties levied as a result of non-compliance with applicable law, damage, claims, loss of profit, or business, and all related costs and expenses (including legal fees on the scale as between attorney and own client, tracing and collection charges, costs of investigation, interest and penalties) whether based in contract, delict or otherwise, including negligence, whether indirect, special, incidental or consequential damages;
  - 3.3.5. **"Party"** or **"Parties"** shall mean the Technician, the Technician's Customer or the Company, or all Users, as the context implies;
  - 3.3.6. **"Personal Information"** shall mean personal information as defined in section 1 of the Protection of Personal Information Act 4 of 2013;

- 3.3.7. **"Platform"** shall mean the platform(s) as operated under licence, hosted and managed by the Company on which the Technician's Customer Services are offered, and which shall include, but not be limited to, the Website together with one or more software applications;
- 3.3.8. **"Platform Fees"** shall mean the fees the Company charges the Technician and/or the Technician's Customers for rendering the Platform Services;
- 3.3.9. **"Platform Services"** shall mean the services provided by the Company to the Technician to trade with the Technician's Customers and the services provided to Technician's Customers to find the services of the Technician, through the use of the Platform;
- 3.3.10. **"Posted Content"** shall mean any audio, video, text, images or other material a User may choose to display on the Platform, if applicable. By displaying Posted Content, a User grants the Company non-exclusive, worldwide irrevocable, sub licensable license to use, reproduce, adapt, publish, translate and distribute it in any and all media;
- 3.3.11. **"Privacy Policy"** shall mean the Privacy Policy as contained in clause 5 of these Terms and Conditions;
- 3.3.12. **"Service Fees"** shall mean the fees as charged by the Technician to the Technician's Customer in consideration for the rendering of the Technician's Customer Services;
- 3.3.13. **"Technician"** shall mean the person or entity providing the Technician's Customer Services to a Technician's Customer through the use of the Platform;
- 3.3.14. **"Technician's Customer"** shall mean the Party who completes the registration process on the Platform as a Technician's

Customer thus enabling such person or entity to make use of the Technician's Customer Services as provided by the Technician through the Platform;

3.3.15. **"Technician's Customer Services"** means the services as provided by the Technician to the Technician's Customer as set out in these Terms and Conditions;

3.3.16. **"Third Party Websites"** shall mean other third-party websites, including (without limitation) social media platforms, payment gateways, appointment scheduling and/or live chat platforms;

3.3.17. **"Users"** shall mean any browser or user of the Platform; and

3.3.18. **"Website"** shall mean the Company's website <http://www.mytechiesa.co.za>.

3.4. If any provision is a substantive provision conferring rights or imposing obligations on any Party, notwithstanding that it is only in the definition clause, effect will be given to it as if it were a substantive provision in the body of the Terms and Conditions.

3.5. Words and expressions defined in any clause shall, for the purpose of that clause, bear the meaning assigned to such words and expressions in such clause.

3.6. To the extent that there exists any inconsistency between the terms of these Terms and Conditions and other terms and conditions the terms herein shall prevail to the extent of any inconsistency unless expressly provided otherwise herein clause headings are for the convenience and are not to be used in its interpretation.

#### **4. USERS OF THE PLATFORM**

##### **4.1 Posted Content**

- 4.1.1 The Company reserves the right to remove any of a User's Posted Content from this Platform at any time without notice.
- 4.1.2 A User warrants that:
  - 4.1.2.1 Posted Content uploaded by it (including, without limitation, all rights to the reproduction and display of such Posted Content) are obtained by the User or, alternatively, all necessary rights in and to such Posted Content providing the rights in and to such Posted Content have been obtained;
  - 4.1.2.2 all necessary license fees, and other obligations, of any kind, arising from any use or commercial exploitation of the Posted Content have been paid prior to it being uploaded to the Platform;
  - 4.1.2.3 Posted Content does not infringe the copyright, trademark, patent, trade secret, or other intellectual property rights, privacy rights, or any other legal or moral rights of any third party;
  - 4.1.2.4 the Posted Content does not incorporate materials from a Third Party Website, or addresses, email addresses, contact information, or phone numbers (other than a User's own);
  - 4.1.1.5 the Posted Content does not contain any malware, viruses, worms, spyware, adware, or other potentially damaging programs or files; and
  - 4.1.1.6 the Posted Content does not contain any information that may be considered confidential, proprietary, or personal insofar as it relates to a third party.



4.1.3 By submitting the Posted Content, the User grants the Company an irrevocable, perpetual, transferable, non-exclusive, fully paid, worldwide, royalty free license (sub-licensable through multiple tiers) to publish feedback, comments and ratings in respect of the Technician's Customer Services provided by it through the Platform and use such feedback in blogs, features, social media posts, highlights as well as for advertising and promotional purposes.

4.1.4 The Company shall not be held liable or responsible for any loss, theft, damage or misuse of the User's copyright material in respect of the Posted Content.

## 4.2 Intellectual Property Rights

4.2.1 Other than the content a User owns and may be required to upload to the Platform, or otherwise stipulated, the Company and/or the Company's licensors own all the intellectual property rights and materials as are contained on this Platform.

4.2.2 None of the contents of the Platform may be copied, reproduced, distributed, republished, downloaded, displayed, posted or transmitted in any form or by any means, including, but not limited to, electronic, mechanical, photocopying, recording, or otherwise, except as permitted by the fair use privilege under the South African copyright laws or without our prior written permission, and further, should such consent be provided, we reserve the right to withdraw such consent at any stage, in our sole and absolute discretion.

4.2.3 A User is granted a limited right only for purposes of utilising this Platform.

4.2.4 A User undertakes not to attempt to decipher, decompile, disassemble or reverse engineer any of the software or code comprising or in any way making up a part of the Platform, including any algorithm used by the Company.

4.2.5 The Company is licensed to use all intellectual property on the Platform, with the exception of the User's Posted Content, which shall remain that of the User uploading such content, but which a User gives the rights to the Company to use in accordance with the rights above. A User may not use any of the Company's intellectual property for any purpose other than as may be required to use the Platform for its intended purpose.

4.2.6 The Company does not permit copyright infringing activities and infringement of intellectual property rights on the Platform, and the Company may, at their sole discretion, remove any infringing content if the Company is of the view that such content infringes on another's intellectual property rights or the Company's.

#### 4.3 Restrictions

4.3.1 A User may not:

4.3.1.1 publish or mirror any of this Platform's material in any media whatsoever;

4.3.1.2 use this Platform for any objectionable or unlawful purpose, including the posting of any threatening, libellous, defamatory, obscene, scandalous, inflammatory, pornographic, profane or spam material;

4.3.1.3 take any action that imposes an unreasonable or disproportionately large load on the Platform's infrastructure, including spam or other unsolicited mass e-mailing techniques;

4.3.1.4 use the Platform in any manner would result in another User breaching any applicable legislation or

licensing obligations (including with respect to privacy) or any obligations a User may owe to third parties;

4.3.1.5 mislead or deceive others through any act or omission or make a false representation about a User's identity, including the impersonation of a real or fictitious person or using an alternative identity or pseudonym;

4.3.1.6 conduct any activity which compromises or breaches another party's patent rights, trademark, copyright or other intellectual property rights;

4.3.1.7 copy, collect or save information about other Users;

4.3.1.8 introduce any malware, virus, worm, trojan horse, malicious code or other program which may damage computers or other computer-based equipment to the Platform or to other Users;

4.3.1.9 stalk or harass anyone;

4.3.1.10 attempt to disrupt or interfere with the services as delivered through the Platform;

4.3.1.11 use the details of other Users for anything other than the use expressly permitted by those Users;

4.3.1.12 download, access, use, harvest or download in bulk User details;

4.3.1.13 pass on a User's Login Details to anyone other than the authorised user of that account;

- 4.3.1.14 remove or alter our copyright notices or other means of identification including any watermarks, as they appear on the Platform;
- 4.3.1.15 use this Platform contrary to applicable laws and regulations, or in any way may cause harm to the Platform, or to any person or business entity;
- 4.3.1.16 use this Platform to engage in any advertising or marketing other than in a manner expressly permitted by the Platform;
- 4.3.1.17 crawl, spider or scrape the content of the Platform, except to the extent required by recognised search engines (e.g. Google) for the purposes of indexing this Platform; or
- 4.3.1.18 provide unauthorised interfaces to the Platform.

4.4 The User understands and agrees that they are solely responsible for compliance with any and all laws, rules, regulations and taxation obligations that may apply to its use of the Platform.

4.5 Certain areas of this Platform are restricted from being accessed by a User, and the Company may further restrict access by a User to any areas of this Platform, at any time, in its absolute discretion. Any User Log in Details a User may have for this Platform are confidential and a User must maintain confidentiality as well.

4.6 No Warranties.

4.6.1 This Platform is provided "as is," with all faults, and the Company expresses no representations or warranties, express or implied, statutory or otherwise, including but not limited to warranties of merchantability, title, fitness for a particular purpose or noninfringement.

4.6.2 Without limiting the generality of the foregoing, the Company makes no warranty that the Platform will meet a User's requirements, or that the Platform will be uninterrupted, timely, secure, error free or that defects in the Platform will be corrected.

4.6.3 The Company cannot guarantee or warrant that any file downloaded from this Platform or delivered to a User will be free of infection or virus, worms, trojan horses or other code that has contaminating or destructive qualities. A User is responsible for implementing appropriate processes, systems and procedures to circumvent this type of issue.

4.6.4 The Company cannot be held liable for any inaccurate information contained on the Platform, other than on the Company's own web pages.

#### 4.7 Warranties by the User

4.7.1 The User warrants and represents that the information provided to the Company is and shall remain accurate, true and correct and that the User will update the information held by us to reflect any changes as soon as possible.

4.7.2 Any User registering on the Platform on behalf of any entity warrants that such User will be taken to have represented to us that it has the authority to act on behalf of the entity, and that these Terms and Conditions will be binding on the User.

4.7.3 The User further warrants that when registering on the Platform it:

4.7.3.1 is not impersonating any person or entity;

4.7.3.2 is not violating any applicable law regarding use of personal or identification information;

4.7.3.3 is authorised to create an account; and

4.7.3.4 will provide, on demand from us verification of such User's credentials in such form as required by us.

#### 4.8 Users' relationship with the Company

4.8.1 The Company is not a party to the dealings between the Users, including the contracting of a User to perform services.

4.8.2 The Company merely facilitates the meeting of the Users in order that they may enter into a commercial relationship between themselves. As such, the Company does not act as agent or principal of any of the Users.

4.8.3 In the event that one User chooses to engage with another in respect of the provision of Technician's Customer Services this will be without any input from the Company, save that the introduction was facilitated through the Platform.

4.8.4 As the Company is not a party to any agreement entered into between Users we shall not be liable for any Loss or damage that may result from any dealings between Users.

4.8.5 It is the Technician's and the Technician's Customer's responsibility to negotiate the terms of the Technician's Customer Services with each other.

4.8.6 The Company does not direct, have any control over, nor make any representations in relation to, guaranteeing the quality of the Technician's Customer Services, nor the truth or accuracy of any User profile, the ability of Users to pay for the Technician's Customer Services, or that a User can or will complete any transaction or a portion thereof.

#### 4.9 Limitation of Liability and Indemnification of the Company

4.9.1 The Platform shall be used entirely at a User's own risk.

#### 4.10 Non-Circumvention

4.10.1 The User acknowledges and agrees that the only compensation received by the Company is its fee on a per invoice basis. The User further acknowledges that the Company only receives this payment after a Technician's Customer makes payment of the invoice submitted by the Company to the Technician's Customer.

4.10.2 Accordingly, and in consideration for the Company making the Platform available, Users which are introduced to each other on the Platform, may not circumvent the Platform by communicating with each other outside of the Platform (unless unavoidable), or rendering the Technician's Customer Services and/or making payment of any Service Fees pertaining to Technician's Customer Services outside of the Platform.

4.10.3 A User agrees to notify the Company immediately upon gaining knowledge, or a suspicion, that another User improperly contacts another User or suggests soliciting payments other than on invoice as received from the Company. If a User is, or becomes aware of a breach or potential breach of this non-circumvention policy, please report same to the Company by emailing [accounts@mytechiesa.co.za](mailto:accounts@mytechiesa.co.za). The contents of such communication shall be kept confidential.

## 5 PRIVACY POLICY WHILE USING THE PLATFORM

5.1 For the purposes of this section, Personal Information will be understood in accordance with the definition provided in the Protection of Personal Information Act 4 of 2013 (the "**Act**"). The Company also subscribes to the principles for electronically collecting Personal Information outlined in the Act, and the further legislation referred to therein. We endeavour to ensure

the quality, accuracy and confidentiality of Personal Information in our possession.

5.2 In adopting this Privacy Policy, we wish to balance our legitimate business interests and your reasonable expectation of privacy. Accordingly, we will take all reasonable steps to prevent unauthorised access to, or disclosure of your Personal Information. However, it is impossible to guarantee that your Personal Information shall be 100% (one hundred per cent) secure.

5.3 Users will be prompted to register an account with the Company. In so doing, Users may be asked to provide the following information as an example (Personal Information):

5.3.1 First name;

5.3.2 Surname;

5.3.3 Email;

5.3.4 Physical address;

5.3.5 Phone number;

5.3.6 Language;

5.3.7 Bank account details;

5.3.8 Company/CC/business name;

5.3.9 Company/CC/business registration number;

5.3.10 Current Employment Status;

5.3.11 Identity Number;

5.3.12 Passport Number;

5.3.13 Work visa number;



- 5.3.14 Date of Birth;
- 5.3.15 LinkedIn Profile;
- 5.3.16 Twitter Profile;
- 5.3.17 Skype Profile;
- 5.3.18 Facebook Profile;
- 5.3.19 Instagram Profile;
- 5.3.20 Profile photo;
- 5.3.21 Biography;
- 5.3.22 Gender;
- 5.3.23 Race;
- 5.3.24 Disabilities;
- 5.3.25 Marital Status;
- 5.3.26 Religion;
- 5.3.27 Health Status;
- 5.3.28 Postal Address; and / or
- 5.3.29 Criminal history.

5.4 The Company will attempt to limit the types of Personal Information we process to only that to which you consent to (for example, in the context of online registration, newsletters, message boards, surveys, polls, professional announcements, SMS, MMS and other mobile services), but, to the extent necessary, your agreement to this Privacy Policy constitutes your consent as contemplated in section 69 of the Act.

- 5.5 All payment information will be captured through the Platform. Further, the Company shall retain payment information on behalf of its Users.
- 5.6 The Company will not collect, use or disclose sensitive information (such as information about racial or ethnic origins or political or religious beliefs, where relevant) except with your specific consent or in the circumstances permitted by law.
- 5.7 By agreeing to the terms contained in this Privacy Policy, you consent to the use of your Personal Information in relation to:
  - 5.7.1 the provision and performance of the Platform Services and the Technician's Customer Services;
  - 5.7.2 informing you of changes made to our Platform;
  - 5.7.3 the provision of marketing related services to you by the Company;
  - 5.7.4 responding to any queries or requests you may have;
  - 5.7.5 developing a more direct and substantial relationship with Users for the purposes described in this clause;
  - 5.7.6 developing an online User profile;
  - 5.7.7 understanding general user trends and patterns so that we can develop and support existing and ongoing marketing strategies;
  - 5.7.8 for security, administrative and legal purposes; and
  - 5.7.9 the creation and development of market data profiles which may provide insight into market norms, practices and trends to help us improve our offering to you. Such information will be compiled and retained in aggregated form, but shall not be used in any way which may comprise the identity of a User.

- 5.8 Although absolute security cannot be guaranteed on the internet, the Company has in place up-to-date, reasonable technical and organisational security measures to protect your Personal Information against accidental or intentional manipulation, loss, misuse, destruction or against unauthorised disclosure or access to the information we process online.
- 5.9 While we cannot ensure or warrant the security of any Personal Information you provide us, we will continue to maintain and improve these security measures over time in line with legal and technological developments.
- 5.10 We store your Personal Information directly, or alternatively, store your Personal Information on, and transfer your Personal Information to, a central database. If the location of the central database is located in a country that does not have substantially similar laws which provide for the protection of Personal Information, we will take the necessary steps to ensure that your Personal Information is adequately protected in that jurisdiction.
- 5.11 Your information will not be stored for longer than is necessary for the purposes described in these Terms or as required by applicable legislation.
- 5.12 The Personal Information the Company collects from Users shall only be accessed by the Company employees, representatives and consultants, appropriate Technician's or Technician's Customers (as the context requires) on a need-to-know basis, and subject to reasonable confidentiality obligations binding such persons.
- 5.13 The Company shall have the right, but shall not be obliged, to monitor or examine any information and materials including any website link that you publish or submit to the Company for publishing on the Platform. You shall be solely responsible for the contents of all material published by yourself.
- 5.14 The Company constantly reviews its systems and data to ensure the best possible service to our Users. The Company does not accept any Users, or

representatives of Users, under 18 (eighteen) years of age or who otherwise does not have the relevant capacity to be bound by this Privacy Policy.

5.15 We will not use your e-mail address for unsolicited mail. Any emails sent by the Company will only be in connection with the provision of our services and/or the marketing thereof.

#### 5.16 Log Files

5.16.1 When you visit the Platform, even if you do not create an account, the Company may collect information, such as your IP address, the name of your Internet Service Provider (ISP), your browser, the website from which you visit us, the pages on our Platform that you visit and in what sequence, the date and length of your visit, and other information concerning your computer's operating system, language settings, and broad demographic information. This information is aggregated and anonymous data and does not identify you specifically. However, you acknowledge that this data may be able to be used to identify you if it is aggregated with other Personal Information that you supply to us. This information is not shared with third parties and is used only within the Company on a need-to-know basis. Any individually identifiable information related to this data will never be used in any way different to that stated above, without your explicit permission.

#### 5.17 Cookies

5.17.1 The Company uses cookies. A cookie is a small piece of information stored on your computer or smart phone by the web browser. The three types of cookies used on the Website are described below:

5.17.1.1 "Session cookies": These are used to maintain a so-called 'session state' and only lasts for the duration

of your use of the Platform. A session cookie expires when you close your browser, or if you have not visited the server for a certain period of time. Session cookies are required for the Platform to function optimally, but are not used in any way to identify you personally;

5.17.1.2 "Double Click Cookies" Third party vendors with whom we contract may use cookies to serve a User as based on a User's prior visits to the Platform. Users may, however, opt out of receiving these ads by visiting [www.aboutads.info](http://www.aboutads.info); and

5.17.1.3 "Permanent cookies": These cookies permanently store a unique code on your computer or smart device hard drive in order to identify you as an individual user. No Personal Information is stored in permanent cookies. You can view permanent cookies by looking in the cookies directory of your browser installation. These permanent cookies are not required for the Company Platform to work, but may enhance your browsing experience.

## 5.18 Links from the Platform

5.18.1 The Company, and the services available through the Platform, may contain links to Third Party Websites. If you select a link to any Third Party Website, you may be subject to such Third Party Website's terms and conditions and/or other policies, which are not under the control, nor responsibility, of the Company.

5.18.2 Hyperlinks to Third Party Websites are provided "as is", and the Company does not necessarily agree with, edit or sponsor the content on Third Party Websites.

5.18.3 The Company does not monitor or review the content of any Third Party Website. Opinions expressed or material appearing on such websites are not necessarily shared or endorsed by the Company and the Company should not be regarded as the publisher of such opinions or material. Please be aware that the Company is not responsible for the privacy practices, or content, of other websites.

5.18.4 Users should evaluate the security and trustworthiness of any Third Party Website before disclosing any Personal Information to them. The Company does not accept any responsibility for any loss or damage in whatever manner, howsoever caused, resulting from your disclosure to third parties of Personal Information.

#### 5.19 Application of The Electronic Communications and Transactions Act 25 Of 2002 ("ECT Act")

5.19.1 Data Messages (as defined in the ECT Act) will be deemed to have been received by the Company if and when the Company responds to the Data Messages.

5.19.2 Data Messages sent by the Company to a User will be deemed to have been received by such User in terms of the provisions specified in section 23(b) of the ECT Act.

5.19.3 Users acknowledge that electronic signatures, encryption and/or authentication are not required for valid electronic communications between Users and the Company.

5.19.4 Information to be provided in terms of section 43(1) of the ECT Act:

5.19.4.1 Users warrant that Data Messages sent to the Company from any electronic device, used by such User, from time to time or owned by such User,

were sent and or authorised by such User, personally; and

5.19.4.2 this Platform is owned and /or operated by the Company.

## **6 PLATFORM SERVICES**

6.1 The Company shall provide the following Platform Services to the Technician and the Technician's Customers in order that the Technician may, in turn, offer Technician's Customer Services to a Technician's Customer through the Platform:

6.1.1 the creation of an online profile which could be visible to other Users;

6.1.2 the management and receipt of payments from a Technician's Customer on the Technician's behalf; and

6.1.3 the ability for either the Technician or Technician's Customer to engage directly with each other by using the Platform.

## **7 PAYMENTS OF FEES AND PROCESSES RELATING THERETO**

7.1 Platform Fees:

7.1.1 Registration on the Platform is subject to certain Platform Fees as recorded on [HERE](#);

7.1.2 Platform Fees may be adjusted by the Company from time to time.

7.1.3 Should any Platform customisation be required by the Technician's Customer to accommodate their workflow this will be quoted for and invoiced to the Technician's Customer separately as an additional once off fee by the Company.

7.2 Service Fees as agreed to between the Technician and the Technician's Customers:

7.2.1 The Platform operates on the basis of a willing buyer and a willing seller basis.

7.2.2 The Technician is at liberty to charge a Technician's Customer any Service Fee it wishes, subject to agreement with the Technician's Customer, and the Company shall not be involved in any price negotiations or mediations between a Technician and a Technician's Customer.

7.2.3 The Service Fee may be set (fixed) by the Technician's Customer, however the Technician is not obliged to accept the Service Fee.

7.3 Invoicing, processes and Service Fees:

7.3.1 The Company shall manage, invoice and receive payments from a Technician's Customer in respect of Technician's Customer Services as generated through the Platform on the Technician's behalf.

7.3.2 The Company shall invoice the Technician's Customer in one of two manners:

7.3.3 Pre-payment - This shall be the default process unless specifically agreed in writing by the Company to post-payment in terms of clause 7.3.4, at the Company's sole discretion:

7.3.3.1 the Company shall, on behalf of the Technician, invoice the Technician's Customer which invoice shall be paid to the Company prior to the Technician providing any Technician's Customer Services to the Technician's Customer;



- 7.3.3.2 once the Technician's Customer has made payment of the full amount, such amount shall be held in escrow;
- 7.3.3.3 upon the Technician's Customer Services having been completed, the Technician will provide the completion evidence on the Platform which shall notify the Company that the Technician's Customer Services have been rendered;
- 7.3.3.4 once the Technician's Customer has accepted the Technician's Customer Services from the Technician and all issues are resolved, then the Company will initiate the payment process to the Technician on the Platform.
- 7.3.3.5 the Company shall within 21 (twenty-one) days upon receipt of the completion form by the Technician, make payment to the Technician in respect of the Technician's Customer Services directly into the Technician's bank account, less any Platform Fees in respect of the Platform Services as provided to the Technician.
- 7.3.4 Post-payment - This shall only be applicable if specifically agreed in writing by the Company, at the Company's sole discretion:
  - 7.3.4.1 the Technician or the Technician's Customer shall notify the Company on the Platform that the Technician's Customer has engaged the Technician in respect of Technician's Customer Services to be rendered, together with the Service Fee thereto;
  - 7.3.4.2 upon the Technician's Customer Services having been completed, the Technician will provide the completion evidence on the Platform which shall

notify the Company and the Technician's Customer that the Technician's Customer Services have been rendered;

7.3.4.3 the Technician's Customer shall notify the Company on the Platform that it has accepted or rejected the Technician's Customer Services as rendered;

7.3.4.4 if the Technician's Customer Services are accepted by the Technician's Customer then the Company shall invoice the Technician's Customer on behalf of the Technician in arrears during its next billing run, which billing run occurs twice a month;

7.3.4.5 if rejected the Company will try to resolve the issue to the satisfaction of the Technician's Customer, and once resolved and accepted by the Technician's Customer, the Company shall invoice in terms of clause 7.3.4.4; and

7.3.4.6 The Company shall within 21 (twenty-one) days upon receipt of the payment by the Technician's Customer, make payment to the Technician in respect of the Technician's Customer Services directly into the Technician's bank account or equivalent, less the Company's Platform Fees.

## **8 TERMS APPLICABLE TO TECHNICIANS**

- 8.1 A potential Technician is to complete the registration forms found on the Platform.
- 8.2 After the submission of the registration form a Company representative may make contact with the potential Technician and further registration steps may be actioned.

- 8.3 A potential Technician shall only be permitted to create a profile and be recognised as a Technician once they have been validated in respect of their credentials such as their qualifications, experience, addresses, FICA information and bona fides.
- 8.4 The registration form shall require the provision of certain Personal Information, as set out in the Privacy Policy or as required from time to time.
- 8.5 Performance of the Technician's Customer Services
- 8.5.1 The Technician and the Technician's Customer shall liaise directly with each other through the Platform as to the exact specifications and standards of the Technician's Customer Services, the date that such Technician's Customer Service is to be performed, the timeline anticipated in respect thereof, the sites where the Technician's Customer Services are to be undertaken as well as the amount to be charged by the Technician. The Company does not form party to any of these negotiations or discussions other than to enable them via the Platform.
- 8.5.2 The Technician shall either be bound by the Technician's Customer's terms and conditions, alternatively if the Technician's Customer does not have a standard set of terms and conditions which it wishes to implement, then the industry standard terms and conditions shall govern the works specifications undertaken by the Technician for the Technician's Customer. To the extent that a conflict arises between these Terms and Conditions and the job-specific terms, the provisions herein shall prevail to the extent of such inconsistency.
- 8.5.3 The onus shall be on the Technician to familiarise itself with such terms and conditions and act in accordance therewith.

8.5.4 The Technician is only bound contractually to fulfil the work orders that the Technician has accepted from the Technician's Customer on the Platform.

## 8.6 Undertakings by the Technician

8.6.1 The Technician warrants that it shall at all times ensure that:

8.6.1.1 the information as contained on the Platform insofar as it pertains to the Technician is current and correct;

8.6.1.2 a Technician shall not misrepresent itself or the qualifications that it holds in an attempt to provide Technician's Customer Services that it is not able to perform; and

8.6.1.3 the Technician has all the requisite vehicles, tools, materials, equipment and working capital including but not limited to any personal protective equipment and anything else necessary to perform the Technician's Customer Services to the standards required by the Technician's Customer and that these items are in good working order and have any licencing and calibration certifications that may be applicable to their use at the time of use.

8.6.2 A Technician shall inform the Company of all Technician's Customer Services it performs.

8.6.3 Failure by a Technician to uphold the undertakings in terms of this clause 8.6 will be deemed to be a breach of these Terms and Conditions, and may, at the Company's discretion, result in the termination of same.

## 8.7 Copyrights

- 8.7.1 Except as stated in these Terms and Conditions, none of the contents of the Platform may be copied, reproduced, distributed, republished, downloaded, displayed, posted or transmitted in any form or by any means, including, but not limited to, electronic, mechanical, photocopying, recording, or otherwise, except as permitted by the fair use privilege under the South African copyright laws or without the prior written permission of the Company or the copyright owner, and further, should such consent be provided, the Company reserves its right to withdraw such consent at any stage, in its sole and absolute discretion.
- 8.7.2 The Technician is expressly prohibited to include any hyperlink to any other platform in any Posted Content uploaded to the Platform by the Technician.
- 8.7.3 The Technician, in providing a description of the Technician's Customer Services, is prohibited from using keywords or repetitive words or words which have no bearing on the Technician's Customer Services as provided by it on the Platform.
- 8.7.4 The Company does not permit copyright infringing activities and infringement of intellectual property rights on the Platform, and may at its sole discretion, remove any infringing content should same infringe on another's intellectual property rights or its own.
- 8.7.5 The Technician is in terms of these Terms and Conditions, granted a limited, revocable, and non-exclusive right to create a hyperlink to the Platform, on condition that the link does not portray the Company or its affiliates in a false, misleading, derogatory, or otherwise offensive manner. The Technician may not use the Company's logo or other proprietary graphic or trademark as part of the link without the express permission of the Company, its affiliates or content Technicians.

8.7.6 All trademarks and copyrights, together with any other intellectual property rights, in and to any of the content of the Platform, where not evidently that of the Technician or a third party, are the exclusive property of the Company or its licensors.

## 8.8 Non-Exclusivity of Platform Services

8.8.1 It is recorded that the Company shall provide the Platform Services to more than one Technician, and as such, no single Technician shall have any right or entitlement to any exclusivity to the Platform Services or the services as provided by it.

## **9 TERMS APPLICABLE TO TECHNICIAN'S CUSTOMERS**

### 9.1 Use of Platform

9.1.1 Subject to, and on the basis of a User's acceptance of these Terms and Conditions, and thus becoming a Technician's Customer, the Company grants the Technician's Customer a limited, revocable, non-transferable right to access and use the Platform in accordance with these Terms and Conditions.

### 9.2 Registration Process for a Technician's Customer

9.2.1 Only a Technician's Customer may make use of the Technician's Customer Services through the Platform.

9.2.2 In order to register as a Technician's Customer, a User will follow the registration process as provided through the Platform, be prompted to provide Login Details as well as submit certain Personal Information subject to the Privacy Policy.

### 9.3 Technician's Customer Services

- 9.3.1 The Company shall provide to the Technician's Customer the Platform through which the Technician's Customer may make use of the various Technician's Customer Services as offered by a Technician through the Platform.
- 9.3.2 The Technician's Customer is able view the various Technician profiles on the Platform.
- 9.3.3 The Technician's Customer is able to request Technician's Customer Services as proffered by various Technicians on the Platform to be rendered to it, or on its behalf.
- 9.3.4 The ability to liaise directly with the Technician as to the Technician's Customer's exact needs and budget for the Technician's Customer Services, and if necessary, negotiate a more favourable price than that initially put forward by a Technician.

### 9.4 Performance of the Technician's Customer Services

- 9.4.1 The Technician and the Technician's Customer shall liaise directly with each other through the Platform as to the exact specifications and standards of the Technician's Customer Services, the date that such Technician's Customer Service is to be performed, the timeline anticipated in respect thereof, the sites where the Technician's Customer Services are to be undertaken as well as the amount to be charged by the Technician. The Company does not form party to any of these negotiations or discussions.
- 9.4.2 The Technician's Customer has the choice when engaging on the Platform whether to utilise its own terms and conditions, alternatively if the Technician's Customer does not have a standard set of terms and conditions which it wishes to implement, then the industry standard terms and conditions

govern the works specifications undertaken by the Technician for the Technician's Customer. To the extent that a conflict arises between these Terms and Conditions and the job-specific terms, the provisions herein shall prevail to the extent of such inconsistency.

## **10 LIMITATION OF LIABILITY**

10.1 As the Company only provides the Platform on which Technician and Technician's Customers do business, and so, to the fullest extent permitted by law, the Parties agree that the Company shall not be liable for any Losses however arising and whatever the cause in respect of the Technician's Customer Services, even in instances where the Company was informed of the possibility of such Losses being cause, including, but not limited to, Losses arising as a result of misconduct, negligence and/or gross negligence.

10.2 Notwithstanding the foregoing, should the Company not be permitted to lawfully limit its liability as referred to in clause 10.1 above, the Company's aggregate liability for Losses arising out of or in connection with Technician's Customer Services or Platform Services, shall be the Platform Fees as charged by the Company in respect of such particular transaction.

10.3 Neither Party will be liable to the other Party, or to any cessionary or third party claiming through or on behalf of a Party, for any punitive, indirect, special or consequential damages whatsoever, arising out of or related to this Agreement.

## **11 DURATION AND TERMINATION**

11.1 These Terms and Conditions shall commence on the Effective Date and endure indefinitely.

11.2 Notwithstanding the provisions contained in these Terms and Conditions, either Party shall be entitled to terminate these Terms and Conditions



forthwith on written notice to the other Party, for any reason or no reason at all.

11.3 Further, the Party understands that the termination of these Terms and Conditions by either it or the Company shall not force an early payment of fees, and the payment terms as set out in the clause below shall still apply with no refunds. Further, any Technician's Customer Services agreed to prior to termination but which the Technician has not yet completed, shall be rendered to completion.

## **12 BREACH**

12.1 If any Party commits a breach of these Terms and Conditions and fails to remedy such breach within 7 (seven) days of receipt of written notice requiring the breach to be remedied, then the Party giving notice shall be entitled, at its option, either to cancel these Terms and Conditions and claim damages or alternatively to claim specific performance of all the defaulting Party's obligations, together with damages, if any, whether or not such obligations have fallen due for performance.

## **13 SURVIVAL**

13.1 Clauses which out of necessity or by implication herein survive termination of these Terms and Conditions, shall remain in full and effect despite the termination hereof.

13.2 Any notice given in terms of these Terms and Conditions shall be in writing and shall:

13.2.1 if delivered via email, on the date of dispatch;

13.2.2 if delivered by hand, be deemed to have been duly received by the addressee on the date of delivery; and

13.2.3 if delivered by an internationally recognised courier service, be deemed to have been received by the addressee 3 (three) business days after despatch.

13.3 Notwithstanding anything to the contrary contained in these Terms and Conditions, a written notice or communication actually received by a Party from another shall be adequate written notice or communication to such Party.

## **14 SEVERABILITY**

14.1 In the event that any of the terms of the terms herein are found to be invalid, unlawful or unenforceable, such terms will be severable from the remaining terms, which will continue to be valid and enforceable.

## **15 WHOLE AGREEMENT**

15.1 These Terms and Conditions, in conjunction with the Terms and Conditions constitute the whole agreement between the Parties as to the subject matter hereof and no agreements, representations or warranties between the Parties regarding the subject matter hereof other than those set out herein, are binding on the Parties.

## **16 NOTICES AND DOMICILIUM**

16.1 The Parties choose as their respective *domicilium citandi et executandi* for the purpose of legal proceedings and for the purpose of giving or sending any notice provided for or necessary of these Terms, the following:

16.1.1 The **Company**  
Fairview, Memorial Ln, Maroeladal  
Fourways  
Randburg  
Gauteng 2191  
Email: info@mytechiesa.co.za

16.1.2 **Technician**

The address as provided by the applicable User on the Platform.

16.1.3 **Technician's Customer**

The address as provided by the applicable User on the Platform.

16.2 Any notice given in terms of these Terms and Conditions shall be in writing and shall:

16.2.1 if delivered via email, on the date of dispatch;

16.2.2 if delivered by hand, be deemed to have been duly received by the addressee on the date of delivery; and

16.2.3 if delivered by an internationally recognised courier service, be deemed to have been received by the addressee 3 (three) business days after despatch.

16.3 Notwithstanding anything to the contrary contained in these Terms and Conditions, a written notice or communication actually received by a Party from another shall be adequate written notice or communication to such Party.

## **17 ASSIGNMENT**

17.1 The Company is allowed to assign, transfer, and subcontract its rights and/or obligations under these Terms and Conditions without any notification. However, a User is not allowed to assign, transfer, or subcontract any of its rights and/or obligations under these Terms and Conditions.

## **18 FORCE MAJEURE**

18.1 Without limiting the foregoing, neither a User nor the Company shall be held liable for any failure to perform in terms of these Terms and Conditions if such failure is as a result of Acts of God (including fire, flood,

earthquake, storm, hurricane or other natural disaster), epidemics, pandemics, government-imposed lockdowns, war, server downtime, invasion, act of foreign enemies, hostilities (regardless of whether war is declared), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, nationalisation, government sanction, blockage, embargo, labour dispute, strike, lockout or interruption or failure of electricity, telephone service or internet connectivity, server failure, or technological failure. Neither we nor the User are entitled to terminate these Terms and Conditions in such circumstances. Should either of us be affected by such event we shall forthwith inform the other of same, and shall use all reasonable endeavours to comply with the Terms and Conditions.

## **19 GOVERNING JURISDICTION**

19.1 These Terms and Conditions relationship between the User and the Company shall be regulated entirely by the laws of the Republic of South Africa and, in the event of a dispute, the User consents, at the Company's sole and exclusive discretion to the jurisdiction of the Magistrate's Court of South Africa.