



KANDUA USER TERMS AND CONDITIONS

These terms were last modified 30 September 2024.

Welcome to Kandua! Kandua is an online platform allowing customers to find and hire local service providers “**Pros**”. Kandua is transforming the way customers connect with local service providers for various services.

These Terms and Conditions set forth the agreement between all Users and Kandua. It governs a User’s use of the Kandua Platform as offered through the Kandua website, applications and mobile apps (collectively the “**Kandua Platform**”).

This agreement provides important information to all Users, including information regarding Users’ obligations about their content, Kandua’s limitation of liability to Users, and Users’ agreement to resolve any disputes by individual arbitration and to waive the right to participate in a class action.

Please make sure to read this agreement because use of the Kandua Platform constitutes acceptance of these terms and conditions. If a User does not wish to be bound by these terms they should not use the Kandua Platform.

THE KANDUA PLATFORM IS SOLELY A COMMUNICATIONS PLATFORM

The Kandua Platform is a communications platform for enabling the connection between individuals seeking to obtain services (“**Customers**”) and/or individuals or businesses seeking to provide services (“**Pros**”). Customers and Pros together are referred to as “**Users**”. A service that is enquired about by a Customer is referred to as a “**Customer Request**”. A service that is rendered by a Pro, is referred to as a “**Pro Service**”.

Any reference to Kandua in this agreement includes reference to its affiliates, officers, agents, directors and its employees, associated and contracted persons, and persons supplying services to Kandua.

Words importing the singular include the plural and vice versa and words importing a particular gender or neuter include both genders and neuter.

Kandua does not itself provide any of the Pro Services in any way or any products relating to the Pro Services. Pro Services are carried out directly by the Pros, who may be found through use of the Kandua Platform. All agreements are entered into between the Customer and the Pro.

Use of the Kandua Platform includes information provided by third parties. Kandua has no control over this information and makes no representations or warranties of any nature as to its accuracy, appropriateness or correctness. Users using the Kandua Platform agree that any information provided by Kandua is provided “as is” and Kandua will not be held liable for any losses or damage that may arise as a result of the reliance on information provided.

Whilst Kandua has taken reasonable measures to ensure the integrity of the Kandua Platform and content, no warranty whether express or implied is given that any files, downloads or applications available via the Kandua Platform is free of any viruses, data or code which has the ability to corrupt, damage or affect the operation of a User’s use of the Kandua Platform.

KANDUA FOR CUSTOMERS

1 How to find a Pro

As a Customer, you tell Kandua what you need by answering a few simple questions to post your Customer Request online on the Kandua Platform. Once you’ve submitted your Customer Request



online, up to 5 (five) interested Pros, based on the service category and location you have provided, will contact you to discuss the details of your request or enquiry. This is a great time to review the Pros' profiles and their ratings and reviews on the Kandua website. You compare the quotes and enter an agreement **directly** with the Pro of your choice when you are ready.

2 **Kandua Platform Communication**

Customers will post enquiries about the jobs or work they require. Pros who are registered on the Kandua Platform will be notified of the Customer Requests, based on the location of the Pro and Customer. Pros will purchase Leads to receive a Customer's contact details, and for a link to the Pro's profile and the Pro's contact information on the Kandua website to be sent to the Customer. It is the Pro's responsibility to contact the Customer and to offer and quote for their Pro Services. Up to 5 (five) Pros will be able to purchase a single Lead and Pros are prohibited from sharing the Customer's details further. Kandua takes all reasonable efforts to ensure that the Pro does not share the Customer's details further, however in the event that this information is shared the Customer's recourse is against the Pro and not against Kandua. The cost of a Lead will differ. Kandua does not take any further payments from Pros or Customers in this transaction other than payments from Pros for the Leads purchased, but Kandua or its third-party providers may charge Pros additional fees for the use of other products such as quoting and invoicing applications or payment processing products.

3 **Directory**

The directory of Pros is available and accessible to view all Pros' profiles and their ratings and reviews from other Customers to enable a Customer to make their own decision to use a Pro's Service.

4 **Kandua Quoting and Invoicing Applications**

Pros have the option to use Kandua's quoting and invoicing application/s to provide quotes and invoices to Customers. Kandua may charge an additional fee to the Pro for the use of any additional Kandua products or applications. Accuracy of quotes and invoices sent by Pros through the Kandua Platform are solely the responsibility of the Pro and Kandua gives no guarantees or endorsements of the information contained within these quotes or invoices.

5 **Kandua Payment Products**

Kandua provides the option for Pros to use Kandua's quoting and invoicing application/s to provide professional quotes and invoices to Customers and receive payments from Customers through payment links that are automatically generated on the quotes and invoices. Should a Customer choose to pay through these payment links, the payment will be processed by Kandua's third-party payment providers (as may be from time to time) and paid directly to the bank account provided by the Pro. Kandua and its third-party payment providers may charge a processing fee for these transactions. **These transactions and any money exchanged are part of the agreements entered into between the Customer and the Pro. Kandua does not provide any guarantees or endorsements for said transactions and does not accept any liability for incorrect payments, inaccuracies, or Pro Services rendered in lieu of payment.**

6 **No Guarantees or Endorsements**

Although Kandua takes certain steps to examine the credentials of the Pros listed on the Kandua Platform, Kandua makes no guarantees or representations regarding the skills or representations of any Pros or the quality of the Pro Services should a Customer elect to hire a Pro. Kandua does not endorse or recommend the Pro Services of any particular Pro listed on the Kandua Platform. **It is entirely up to the Customer to evaluate a Pro's qualifications and ability to render the Pro Service, and to enter into a direct contract with the Pro.** Kandua does not guarantee or warrant any Pro's performance on the job or the outcome or quality of the Pro Services performed. The Pros are not employees or agents of Kandua, nor is Kandua an agent of the Pros.

7 **No Contract with Kandua**

Kandua does not guarantee or warrant the pricing or discounts that a Pro may offer a Customer. No contractual arrangement whatsoever is created between Kandua and a Customer and/or Pro based upon

the quotes provided to Customers by Pros, or a Customer scheduling an appointment with a Pro, or any engagements between Customers and Pros. To contract with a Pro, Customers will work directly with the Pro.

Kandua does not perform and is not responsible for any of the Pro Services as requested and/or agreed to between Customers and Pros. Kandua is not party to any agreement entered into between the Customer and the Pro and any right of recourse remains between the parties to the agreement, being the Customer and the Pro. Customers and Pros rights under agreements entered into with each other are governed by the terms of such agreement and by applicable laws. Kandua will not be held liable under any circumstances whatsoever for any acts or omissions or otherwise arising from and relating to any agreements between Customers and Pros and use of the Kandua Platform.

8 Ratings and reviews

All ratings and reviews of Pros on the Kandua Platform reflect the opinions of other Customers, and do not reflect or represent the opinions or representations of Kandua. Kandua disclaims any and all representations or warranties with regard to any ratings and reviews. Kandua does not assume responsibility or liability for any review or for any claims, damages, or losses resulting from any use of the Kandua Platform or the information contained therein.

Customers represent and warrant that any rating and review provided by them shall be accurate and truthful, and shall only be provided for a Pro that has performed Pro Services pursuant to the applicable Customer Request.

Kandua reserves the right, but waives any obligation, to edit or abridge, or to refuse to post, or to remove any review by a Customer, on any Kandua owned or operated websites or apps if Kandua determines (in its sole discretion) that such content contains or features any of the following:

- Offensive, harmful and/or abusive language, including without limitation: expletives, profanities, obscenities, harassment, vulgarities, sexually explicit language and hate speech (e.g., racist/discriminatory speech.)
- References to illegal activity.
- Language that violates the standards of good taste or the standards of the Kandua website.
- Statements that are or appear to be false.
- Comments that disparage Kandua.
- Reviews that do not address the Pro Service or reviews with no qualitative value (e.g., "work has not started yet").
- Comments concerning a different business.
- Information not related to work requested in the Customer Request. Kandua shall not be held liable for any damages arising out of its failure to edit, abridge, remove or review contents which features any of the points listed above.

If a dispute arises between a Customer and Pro, the rating submitted may be held in pending status until resolution is reached.

9 Kandua's Release from Damages or Claims

Kandua shall not be party to any disputes between a Customer and a Pro. By using the Kandua Platform, Customers hereby agree to release Kandua from any damages or claims (including consequential and incidental damages) of every kind or nature, suspected and unsuspected, known and unknown, and disclosed or undisclosed, arising out of or in any way connected with a Customer's use of the Kandua Platform and agreements with Pros.

10 Limitation of Liability

Kandua shall bear no responsibility and have no liability whatsoever in respect of the provision of the Pro Services to any Customer. The Customer agrees to indemnify Kandua against any claims made by any

person against Kandua in respect of any loss or damage caused directly or indirectly from the use of any Pro Services and/or use of the Kandua Platform.

Other than as set out in this Limitation of Liability section, and notwithstanding any other provision of this agreement, Kandua shall not be liable in contract, tort, negligence, statutory duty, misrepresentation or otherwise, for any loss or damage whatsoever arising from or in any way connected with this Agreement.

Kandua shall not be liable for any loss of business, loss of profits, business interruption, loss of business information, loss of data, or any other pecuniary loss (even where we have been advised of the possibility of such loss or damage).

11 Information that Customers provide to Kandua

Upon using Kandua, Customers will be prompted to disclose certain information about themselves and their requirements, and they will be able to store information, such as Customer Request records, on Kandua's website or apps. Some of this information will be sent to Pros who will need this information to respond to a Customer's Request. By providing this information to Kandua, or by submitting a Customer Request, Customers are requesting, and expressly consenting to being contacted by Kandua and by Pros via phone, text message, fax, email, mail or other reasonable means, at any of the contact numbers or addresses provided by the Customer, for purposes reasonably related to the Customer Request and as related and concerned with Kandua's business, including marketing related communications. For complete details on Kandua's use of information, please read our [Privacy Policy](#).

By completing a Customer Request, Customers agree that they are entering into a business relationship with Kandua and its partners/affiliates and thus agree to be contacted by Kandua and/or its partners/affiliates. Customers undertake and agree that all information provided (including but not limited to their contact information, and any ratings and reviews of Pros) will be accurate, current and truthful to the best of their knowledge. In the event that a Customer provides any information that is untrue, not current or incomplete, or if Kandua has reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, Kandua has the right to refuse that Customer any current or future use of the Kandua Platform (or any portion thereof). Customers are responsible for any use of the Kandua Platform by persons to whom they intentionally or negligently allow access to their password or other access details. To knowingly input false information, including but not limited to name, phone number, address or e-mail address is a very serious and fraudulent matter that could result in significant costs and damages including invasion of privacy rights, to Kandua and its Pros, as well as the loss of time, effort and expense responding to and pursuing such false information and request, and further, could result in fines and penalties. Accordingly, should a Customer knowingly input false information in a Customer Request, including but not limited to someone else's name, e-mail address, physical address or phone number or a random or made up name, address, e-mail or phone number such Customer shall fully indemnify and be liable to Kandua and each Pro who accepts such Customer Request for the actual and consequential damages that may arise from such intentional, misleading, harmful and fraudulent activity, plus reasonable legal fees.

12 Dispute Resolution Assistance

While Kandua cannot guarantee the work performed by a Pro, and while Kandua has no obligation to any Customer with regard to their agreements or arrangements with a Pro, Kandua may, upon request and at Kandua's sole discretion, provide limited assistance in resolving disputes between Customers and Pros. Such limited assistance in no way nullifies the release and indemnification described in these Terms and Conditions.

13 Pros

Pros apply to register on the Kandua Platform and provide up to 5 references of previous customers that Kandua can contact and verify/confirm the services undertaken by the Pro to those customers. Upon acceptance of the Pro's registration, Pros will upload profiles about themselves and their business on the Kandua website or apps. Kandua does not review or verify the information or representations set forth in



those profiles, except as expressly set forth above, as they are self-reported by the Pro. Kandua therefore makes no representations or warranties regarding any information uploaded by a Pro and assumes no liability for such information.

The above procedures may change from time to time at the sole discretion of Kandua. Kandua believes that it uses commercially reasonable methods to screen Pros but does not make any representations or warranties that Pros continue to meet the above screening criteria after the date of their registration on the Kandua Platform.

14 Disclaimer

Kandua expressly disclaims any and all warranties, express or implied relating to the screening process for Pros, criteria, procedures, or information obtained or presented in the screening process of Pros or disclosures including but not limited to any warranties of merchantability, fitness for a particular use, or that the screening of Pros or verification procedures or standards are sufficient or that the information received in these screening of Pros or verification procedures is accurate, timely or error free.

Kandua further is not a party to any agreements made between Customers and Pros and therefore shall not be liable for any loss or damage that results from any dealings between Customers and Pros including but not limited to any direct, indirect, special, incidental, punitive, consequential or inconsequential loss or damage of any kind.

KANDUA FOR PROS

1 Pro Profiles

Having a profile on Kandua is free. It provides Pros with an advantage to market their Pro Services to Customers and Customers can contact Pros directly for Pro Services.

2 Information that Pros provide to Kandua

Upon using Kandua, Pros will be prompted to disclose certain information about themselves and their businesses, including but not limited to their contact information, identities, businesses, qualifications and certifications. The Pro warrants that the Pro Services will be performed by qualified and experienced personnel in possession of sufficient skills and capabilities including technical expertise, where required, to perform the Services in terms of this Agreement. The Pro will supply proof of such experience and/or qualification.

Some of this information will be publicly available on the Pro's Kandua profile. By providing this information to Kandua, Pros are expressly consenting to being contacted by Kandua and by Customers via phone, text message, fax, email, mail or other reasonable means, at any of the contact numbers or addresses provided, including marketing related communications. For complete details on Kandua's use of your information, please read our [Privacy Policy](#).

Pros agree that by sharing this information, they are entering into a business relationship with Kandua and its partners/affiliates and thus agree to be contacted by Kandua and/or its partners/affiliates. Pros undertake and agree that all information provided will be accurate, current and truthful to the best of their knowledge. In the event that a Pro provides any information that is untrue, not current or incomplete, or if Kandua has reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, Kandua has the right to refuse that Pro any current or future use of the Kandua Platform (or any portion thereof). Pros are responsible for any use of the Kandua Platform by persons to whom you intentionally or negligently allow access to your password or other access details. To knowingly input false information, including but not limited to name, identity number, phone number, address or e-mail address is a very serious and fraudulent matter that could result in significant costs and damages to Kandua and its Customers, including invasion of privacy rights, as well as the loss of time, effort and expense responding to and pursuing such false information and request, and further, could result in fines and penalties. Accordingly, should a Pro knowingly input false information in their Pro Profile, quote, invoice

or other correspondence with Customers, including but not limited to someone else's name, e-mail address, physical address or phone number or a random or made up name, address, e-mail or phone number such Pro shall be liable for actual and consequential damages that may arise from such intentional, misleading, harmful and fraudulent activity, plus reasonable legal fees.

3 **Kandua Credits**

Kandua uses a **pay-per-lead model** that requires Pros to purchase Kandua Credits which are then used to purchase “Leads”. Customers will post enquiries about the jobs or work they require. Pros who are registered on the Kandua Platform will be notified of the Customer Requests, based on the service category and location of the Pro and Customer. Pros will purchase Leads to be connected to the Customer to offer and quote for their Pro Services. The cost of a Lead will differ. Kandua does not take any further payments from Pros or Customers other than payments for the Leads purchased.

Kandua cannot guarantee that any Leads purchased will result in business for the Pro, and no refund is offered in the event that the Pro does not obtain business or jobs from the leads generated.

4 **Pro Acceptance of Customer Requests**

All Pros listed on the Kandua Platform hereby acknowledge and agree that:

- Any and all of the terms and conditions pertaining to the Customer Request and the quote/proposal to offer those Pro Services constitute a contract directly with the Customer and does not create any obligations on Kandua in anyway.
- The lowest priced or best quote will not necessarily be the quote selected by the Customer.
- Kandua plays no role whether active or inactive in the method of selection by the Customer of the selected quote.
- Kandua takes no responsibility for the accuracy, reliability or timeliness of the content provided by a Customer posting a request for Pro Services.
- Pros must not offer or agree to perform any work which is not legal or which may not legally be performed by them.

Pros must not use subcontractors without the Customer's prior consent. If the Customer consents, Pros must ensure that both they and their subcontractors are legally authorized to offer and perform the Pro Service. By using subcontractors, Pros agree that each subcontractor will follow the terms of this agreement as if they were a party to it. Pros are also responsible to both Kandua and the Customer for any actions or omissions by themselves or their subcontractors.

Pros agree to be bound by the following principles:

- Be polite and courteous when dealing with Customers;
- Communicate clearly and completely what will be done and when;
- Set clear timing of payments and be honest and act ethically;
- Perform work to a high standard and adhere to the relevant industry standards;
- Deliver on what was agreed to be delivered; and
- Create a satisfied customer.

Pros accounts, ratings and performances may be monitored to ensure that only the highest calibre of Pros are registered on the Kandua Platform. Kandua reserve the right to remove Pros from the Kandua Platform who do not adhere to our terms and standards and principles.

Pros accept all liability arising out of or in connection with the processing and transmission of Customers information and Pros agree to (and shall ensure that their appointed subcontractors) comply with Kandua's [Privacy Policy](#).

5 Refund Policy

All Pros listed on the Kandua Platform acknowledge and agree that as a term and condition of using the Kandua Platform, any fees incurred are non-refundable. In the event that a Pro is unhappy with the use of the Kandua Platform and has outlined in detail the reasons for such grievance, Kandua will consider the application for a refund and in its sole and absolute discretion will either:

- a. deny the claim;
- b. offer the Pro a credit on their account; or
- c. provide a refund for their payment.

All cancellation and refund requests will be subject to Kandua's review, sole and absolute discretion. Kandua will normally process the valid written request within 30 (thirty) days of receiving it, unless a shorter period is required by law. Pros may request a cancellation or refund by emailing Kandua support at info@kandua.co.za. **If a Pro cancels their account at any time, the Pro will not receive any refunds.**

6 Kandua Quoting and Invoicing Applications

Pros have the option to use Kandua's quoting and invoicing application/s to provide quotes and invoices to Customers. Kandua may charge an additional fee to the Pro for the use of any additional Kandua products or applications. Information included in the quote is entirely at the discretion of the Pro and is intended to represent the agreement entered into between the Pro and the Customer. **Accuracy of quotes and invoices sent by Pros through the Kandua Platform are solely the responsibility of the Pro and Kandua gives no guarantees or endorsements of the information contained within these quotes or invoices.**

7 Kandua Payment Products

Pros have the option to use Kandua's quoting and invoicing application/s to provide quotes and invoices to Customers. Should a Customer choose to pay online through the links that are automatically generated through these quotes and invoices, the payment will be processed by Kandua's third-party providers, (as may be from time to time). The amounts paid by Customers are paid directly to the bank account provided by the Pro, and Kandua and its providers may charge a processing fee for these transactions, including processing fees for rapid settlements ("**Money NowNow**"). These transactions and any money exchanged between Pros and Customers are part of the agreement entered into between Pros and Customers. Kandua does not provide any guarantees or endorsements for said transactions and does not accept any liability for incorrect payments, inaccuracies, or services rendered in lieu of payment.

8 Breach, Termination and Suspension

In the event that a Pro has breached any of these material terms and conditions and fails to remedy such breach within 7 (seven) business days of written notice from Kandua, Kandua may terminate the Pro's profile, registration as a Pro, and/or access to the Kandua Platform.

Kandua will terminate a Pro's profile and use of the Kandua Platform immediately if the Pro:

- commits theft of any kind;
- solicits cash from any other User;
- circumnavigates the Kandua Platform in any way;
- threatens a User, or Kandua in any way;
- discrimination of any kind; or
- commits violence, assault, bigotry and/or abuse of any kind.

Kandua may at any time terminate, suspend, block, limit or deactivate a Pro's access to their Kandua account or profile or to the Kandua Platform, without giving any explanation, justification or prior notice. Kandua will use its sole discretion in determining suspension, termination, blocking, limitation or deactivation of a Pro's account or access. The following may occur due to suspension, termination, blocking, limitation or deactivation:

- Communication of the suspension, termination, blocking, limitation or deactivation to third parties;
- The taking of further action, including legal action against the Pro, if deemed necessary by Kandua;
- If a Pro's Kandua account is suspended, terminated, blocked, limited or deactivated the Pro will not qualify for a refund or for any compensation from Kandua; and/or
- Kandua will have no obligation to return or delete any Content provided to the Kandua Platform by the suspended, terminated, blocked, limited or deactivated account or Profile.

In the event of a suspension or termination, no further fees shall accrue to the extent that access to the Kandua Platform is suspended or terminated. However, any fees already accrued to Kandua shall become immediately payable.

If a Pro wishes to terminate, suspend, block, limit or deactivate their account of their own accord, they should email their request to info@kandua.com. Kandua will implement this request as soon as reasonably possible.

Pros who terminate, suspend, block, limit or deactivate of their own accord will not qualify for a refund or for any compensation from Kandua.

Pros hereby indemnify Kandua against any claim, suit, demand, loss, damage, expense or liability (including those that may be asserted by a third party) that may result from, arise out of or relate to:

- the Pro's performance under this Agreement;
- the Pro's failure to perform its obligations under this Agreement;
- caused by the negligent acts, errors or omissions of the Pro; or
- the Pro's breach of this Agreement.

The Pro undertakes to reimburse Kandua for all damages and expenses (including attorney and Customer costs) as incurred by Kandua arising from any such claim or suit.

9 Dispute Resolution

If a Pro (or any of its subcontractors) has a dispute with a Customer, the Pro must address the issue directly with the Customer. The Pro is responsible for reporting and recording all complaints with Kandua and must notify Kandua of any dispute within 48 hours of becoming aware of it. If Kandua receives a complaint from the Customer, it will be referred to the Pro to resolve with the Customer. When handling disputes, the Pro must adhere to the Code of Conduct in this Agreement and act professionally at all times.

KANDUA INDEMNIFICATION

All Users of the Kandua Platform hereby indemnify Kandua, and its subsidiaries, affiliates, officers, employees, agents, co-branders, and other partners and hold them each harmless from any and all claims or demands, including attorney's fees, made by any third party due to or arising from use of the Kandua Platform and with regard to any dispute arising in relation thereto, or from violation of these terms and conditions, or arising from violation of any rights of a third party.

Other than as set out in this Limitation of Liability section, and notwithstanding any other provision of this Agreement, Kandua shall not be liable in contract, tort, negligence, statutory duty, misrepresentation or otherwise, for any loss or damage whatsoever arising from or in any way connected with this Agreement.

Kandua shall not be liable for any loss of business, loss of profits, business interruption, loss of business information, loss of data, or any other pecuniary loss (even where we have been advised of the possibility of such loss or damage).

The use of the Kandua Platform the content and other information contained on the Kandua Platform is entirely at the User's own risk and the User assumes full responsibility and risk for loss resulting from the use thereof. Kandua makes no warranties or representations, whether express or implied, as to the accuracy, completeness or reliability of any information, data and / or content on the Kandua platform, including without limitation:

- Kandua does not warrant that the Kandua Platform, or information or downloads provided in terms thereof shall be error free or that they shall meet any particular criteria or performance or quality. Kandua expressly disclaims all implied warranties, including without limitation, warranties of fitness for a particular purpose, non-infringement, security and accuracy.
- Whilst Kandua takes reasonable measures to ensure the integrity of the Kandua Platform and its contents, no warranty whether express or implied is given that any files, downloads or applications available on the Kandua Platform are free of viruses or any other data or code which has the ability to corrupt, damage or affect the operations of the Kandua Platform and/or a User's device.
- The User hereby unconditionally and irrevocably indemnifies Kandua and agrees to hold Kandua free from any loss, damage, claims and/or costs of whatever nature suffered or incurred by Kandua or instituted against Kandua as a direct or indirect result of:
 - Use of the Kandua Platform by a User;
 - Modification of the Kandua Platform without the consent or knowledge of Kandua;
 - Failure by the User to comply with any of the terms or any requirements which Kandua imposes from time to time;
 - The actions or requirements of any telecommunication authority or supplier of telecommunication services or software; or
 - Any unavailability of or interruption in the use of the Kandua Platform which is beyond the control of Kandua.
- The transmission of information via the internet, including email and the Kandua Platform is susceptible to monitoring and interception. The User bears the risk of transmission of information in this manner. Under no circumstances shall Kandua be liable for any loss or damage suffered by the User as a result thereof.

To the extent permissible by law:

Neither Kandua or its affiliates or shareholders, agents, consultants or employees shall be liable for any damages whatsoever including without limitation any direct or indirect special, incidental, consequential or punitive damages howsoever arising, relating to the use of or the inability to use the Kandua Platform and its contents or any functionality thereof or the information in the Kandua Platform, even if Kandua knows or should reasonably have known or is expressly advised thereof.

GENERAL USER PROVISIONS

All Users of the Kandua Platform acknowledge and agree that such use is provided by Kandua on an "AS IS" basis without any warranty whatsoever, and it is the User's sole and exclusive remedy, and Kandua's sole obligation to Users or any third party for any claim arising out of use of the Kandua Platform, is that every User is free to discontinue use of the Kandua Platform at any time. Except as expressly set forth herein, Kandua expressly disclaims any implied warranties of any kind, including, but not limited to, warranties of merchantability or fitness for a particular purpose, and all Users agree that Kandua shall have no liability for direct, indirect, special, incidental, consequential (including lost profit), exemplary or punitive damages (even if Kandua has been advised of the possibility of such damages) arising out of this agreement or any consequences which flow from it. Some local authorities and provinces do not allow limitations on or exclusion of incidental or consequential damages. In such local authorities and provinces, the above exclusions may not apply. These terms and conditions will inure to the benefit of Kandua's successors, assigns and licensees. If any provision of these terms and conditions shall be deemed unlawful, void or unenforceable, for any reason, by any court of competent jurisdiction that provision shall be modified in order to make it enforceable, while maintaining the spirit of the provision. Alternatively, if modification is not possible, such provision shall be stricken and shall not affect the validity and enforceability of the remaining terms. The failure of Kandua to



exercise or enforce any right or provision of these terms and conditions shall not constitute a waiver of such right or provision. All Users agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Kandua Platform or the terms and conditions must be filed within 1 (one) year after such claim or cause of action arose or be forever barred.

1 Use of the Kandua Platform and Prohibited Uses

All Users of the Kandua Platform acknowledge and agree that such use is for personal use and not for advertising purposes. Users may not use the Kandua Platform to recreate or compete with Kandua in any way, to solicit or harass other Kandua Users, or for any other purpose not contemplated herein. Users acknowledge that a violation of the foregoing could result in significant damages and agree that they are liable to Kandua for any such damages, and will indemnify Kandua in the event of any third party claims against Kandua based on or arising from the Users' violation of the foregoing. Kandua reserves the right to revoke any User's access to the Kandua Platform or any other Kandua products or properties at any time. All information available and accessible through use of the Kandua Platform is for personal use only. If it is determined or suspected by Kandua in its sole discretion that a User is misusing or attempting to misuse or circumvent the Kandua Platform or system, or is using or attempting to use the Kandua Platform for any inappropriate or non-personal purposes, including but not limited to activities such as hacking, scraping content, infiltrating, fraud, advertising, jamming or spamming, Kandua reserves the right, in its sole discretion, to immediately terminate the User's access without notice and to initiate without notice appropriate legal actions or proceedings to seek appropriate remedies and/or damages, including but not limited to lost revenue, repairs, legal fees, costs and expenses, and to seek injunctions or other equitable remedies.

User's agree, not to itself or through a third party to:

- Copy, reproduce, adapt, translate, modify, license, sub-license, lease, encumber, or in any other way deal with the Kandua Platform or content for any reason or in any manner unless it is consistent with the intent of this Agreement.
- Decompile, reverse engineer, disassemble any part of the Kandua Platform.
- Write and/or develop any derivative of the Kandua Platform or any other software programme based on the Kandua Platform.
- Modify or enhance the Kandua Platform. In the event that the User does modify or enhance the Platform in breach of this agreement, such modification or enhancement shall become the property of Kandua.
- Remove any marks, identification, trademarks, copyright or other notices from the Kandua Platform.
- Post or transmit by means of reviews, comments, suggestions, idea, questions or other information via the Kandua platform content which is unlawful, harmful, threatening, abusive, harassing, defamatory, vulgar, obscene, profane, hateful, sexually explicit, racially or otherwise objectionable content of any kind.

2 Call Recording

All Users acknowledge and agree that Kandua may monitor and/or record and transcribe any telephone calls between the User and Kandua.

3 User Generated Content

All Users agree that all of the content and information posted by them or their agents or designees on Kandua, including but not limited to:

- Ratings & Reviews;
- Photographs or Images;
- Comments, Questions and/or Answers; and
- Any other content,

(known collectively as "**Content**") is the sole and exclusive property of Kandua, and that Users have no right to reproduce, post, publish, or otherwise use such information other than for their personal use relating to the User's use of the Kandua Platform.

3.1. Kandua's Right to Use Content

All Users of the Kandua Platform acknowledge and agree that any Content posted or provided may be viewed by the general public and will not be treated as private, proprietary or confidential. All Users therefore authorize Kandua and its affiliates, licensees and sub-licensees, without compensation to the User or anyone else, to copy, adapt, create derivative works of, reproduce, incorporate, distribute, publicly display or otherwise use or exploit such Content throughout the world in any format or media (whether now known or hereafter created) for the duration of any copyright or other rights in such Content, and such permission shall be perpetual and may not be revoked for any reason. Further, to the extent permitted under applicable law, all Users waive and release and covenant not to assert any moral rights that they may have in any Content posted or provided by them.

3.2. Grant of License

All Users of the Kandua Platform hereby grant Kandua and all other Users a perpetual, non-exclusive, royalty-free, transferable, assignable, sub-licensable, worldwide license to use, store, display, reproduce, modify, create derivative works, perform, distribute, print, publish, disseminate and place advertising near and adjacent to other Users Content in any format or media (whether now or hereafter created) on the Kandua Platform and apps in any manner that Kandua deems appropriate or necessary, including, if submitted, a User's name, voice and likeness throughout the world, and such permission shall be perpetual and cannot be revoked for any reason.

3.3. Representation of Ownership and Right to Use Content

By posting or providing any Content to Kandua, all Users represent and warrant to Kandua that they own or have all necessary rights (including any necessary releases) in relation to any persons, places or intellectual property pictured in any photographic Content as provided by such User. In addition, all Users represent that they have obtained any necessary permissions or releases from the applicable copyright owner in relation to any post or Content provided by such User and such Content that is protected by copyright.

Irrespective of the existence of copyright, the Users acknowledge that Kandua is the proprietor of all material on the Kandua platform, whether it constitutes confidential information or not and the Users has no right, title or interest in such material.

3.4. Content Guidelines

Kandua reserves the right, but not the obligation, to edit or abridge, or to refuse to post, or to remove any content that Users post on any Kandua owned or operated websites or apps if Kandua determines (in its sole discretion) that such content contains or features any of the following:

- Offensive, harmful and/or abusive language, including without limitation: expletives, profanities, obscenities, harassment, vulgarities, sexually explicit language and hate speech (e.g., racist/discriminatory speech.)
- References to illegal activity.
- Language that violates the standards of good taste or the standards of the Kandua website.
- Statements that are or appear to be false.
- Comments that disparage Kandua.

4 Compliance with the Protection of Personal Information Act 4 of 2013

Through using the Kandua Platform, Kandua will collect User's information that may fall within the classification of personal information. Kandua collects personal information for a specific purpose and which will be used for that purpose and no other purpose, unless agreed otherwise with a User or should

Kandua be required to do so by law. Any information provided to third parties shall be only as much as is necessary for the specific purpose. Kandua's detailed Privacy Policy can be accessed [here](#).

Users who share personal information through use of the Kandua Platform agree to:

- treat such personal information as confidential and not share the information with any other person;
- only use such personal information for the purpose of and in relation to the particular project or job for which such personal information was shared, and for no other purpose whatsoever;
- delete all personal information relating upon completion of the project or job and only retain information deemed necessary in order to comply with any applicable laws; and
- at all times and in all respects comply with the law when provided with such personal information.

This clause is applicable to all forms of communication including but not limited to WhatsApp, voice calls, email and SMS.

Users further agree, accept, understand and consent to the processing of their personal information by Kandua for the purposes of and in relation to Kandua's ordinary business activities including any partnerships, associations, affiliate or joint programmes, business ventures, corporate actions, etc., established or intending to be established, as well as in accordance with Kandua's compliance with applicable laws and legislation.

5 Entire Agreement Non-Waiver

Users may not assign, transfer or sub-contract any of their rights hereunder without Kandua's prior written consent. No waiver shall be effective unless in writing, and no waiver shall constitute a continuing waiver so as to prevent Kandua from acting upon any continuing or subsequent breach or default.

This Agreement constitutes the entire agreement as to its subject matter and supersedes and extinguishes all previous communications, representations (other than fraudulent misrepresentations) and arrangements, whether written or oral.

Users acknowledge that they have placed no reliance on any representation made but not set out expressly in this Agreement.

Any notice to be given under this Agreement may be given via e-mail, regular mail, or by hand to the address provided on the Website or otherwise as notified by one party to the other.

Nothing herein shall create or be deemed to create any joint venture, principal-agent or partnership relationship between the parties and neither party shall hold itself out in its advertising or otherwise in any manner which would indicate or imply any such relationship with the other.

Notwithstanding any other provision in this Agreement a person who is not a party hereto has no right to rely upon or enforce the terms of this Agreement.

This Agreement shall be subject to the laws of South Africa and the parties shall submit to the exclusive jurisdiction of the South African courts.

6 Compliance with Section 43(1) of the Electronic Communications and Transactions Act 25 of 2002

In compliance with section 43(1) of the Electronic Communications and Transactions Act 25 of 2002, the following is noted in respect of Kandua:

Full name: Plus Ecosystem Ventures (Pty) Limited trading as Kandua



Registration Number: 2022/321528/07

Physical Address: Network Space, Suite 32 & 33, 1 Sturdee Avenue, Rosebank, 2196

Registered Address: 1 Sportica Crescent, Tygervalley, Bellville, Western Cape, 7500

Phone number: +27 62 760 0681

Website address: www.kandua.com

Email address: info@kandua.com

Name of office bearer: Sayo Folawiyo