



Service Provider User Agreement

Thank you for accessing our Service at www.kandua.com (the “**Website**“). Do not use the Service unless you wish to be bound by this Agreement because, by clicking ‘Submit’ during the sign-up process and / or continuing to use any part of the Service, you confirm your acceptance of this Agreement (which also includes our [Privacy Policy](#)).

Please note that if you wish to access or use the Service as a Homeowner then it is mandatory for you to read and accept the “**Homeowner User Agreement**” as well which is accessible [here](#).

The Service is for use in South Africa only. You must not access the Service from any other jurisdiction. You are responsible for all compliance with laws and regulations which apply to you.

This Agreement was last modified on 21 February 2022.

1 Definitions

We are IDWork (Proprietary) Limited trading as Kandua. Our registered company number is 2014/135889/07 and our registered address is 68 Juta Street, Braamfontein, Johannesburg, 2001. Where we refer to ourselves in this Agreement, this is also taken to include (where the context allows) our affiliates, and our and / or their employees, associated and contracted persons, and persons supplying services to us or them. You may contact us using the details and channels displayed [here](#).

Where we refer to you in this Agreement, this also includes any person that accesses or uses our Service on your behalf. The “**Agreement**” includes the terms set out herein and the Privacy Policy accessible [here](#).

The “**Service**” consists of the use of the Kandua platform together with our website, mobi-sites, the content, software applications and the services made available to customers and service providers via the internet, mobile devices and / or any form of media constitutes the services we provide.

Any person using the Service to promote their services (except us) shall be a “**Service Provider**“ or “**Pro**”. Any person using the Service with the intention of employing one of the Service Providers or Pros enlisted thereon shall be a “**Homeowner**” or “**Customer**”. Any service which the Homeowner intends to perform using one or more Service Providers shall be referred to as a “**Project**” or “**Job**”. As part of receiving the Service, you may from time to time upload information to the Service or otherwise provide us or other users of the Service with information relating to you or your subcontractors (“**Homeowner Information**“).

2 Service Content

The vast majority of the material on the Service originates from our users, and we rely on Homeowners to accurately describe their Project or Job requirements. We have little or no editorial control over this information and we therefore cannot guarantee the accuracy, timeliness, completeness, performance or fitness for any particular purpose of the material derived directly or indirectly through the Service. We

cannot accept responsibility for errors, omissions, or inaccurate material originating through the Service, and make no warranty that the Service will be uninterrupted or error free, or that any defects will be corrected.

Whilst we take steps to prevent misuse of our systems, we cannot warrant that the Service will be free of viruses or other malicious code and accept no liability for loss or damage caused from the transmission of such code. We recommend that you always use up-to-date firewalls and anti-virus software to protect your equipment and data.

Any material you obtain from the Service is used at your own risk, and we will not be liable for any loss or damage arising out of or in connection with access or use of the Service.

3 Use of the Service

You may not offer to perform any Project or Job which is not legal or which may not legally be performed by you.

A core purpose of the Service is to connect Homeowners to genuine tradespeople who wish to undertake Projects for those Homeowners. The Service is therefore not for use by tradesmen who do not intend to carry out and ensure successful completion of each Project they accept. You therefore agree that you will not in any circumstance:

- use the Service for the purpose of reselling, exchanging or purchasing or otherwise obtaining leads from other tradesmen;
- pose as a Homeowner, for the purposes of leaving reviews for other Service Providers or identifying potential tradesmen in your area with whom you may wish to work, or in order to receive information from other tradesmen about their businesses and Project proposals, or for any other purpose whatsoever.

You agree that you will not use subcontractors on any Project without the prior consent of the relevant Homeowner. You are responsible for ensuring that you and your subcontractors are legally entitled to tender for and perform any Project for which you tender or accept. By using subcontractors on Projects obtained via the Service, you agree to procure that each of your subcontractors will also comply with the terms of this Agreement as if they were a party to it. You also acknowledge that you will be responsible to us and to all Homeowners for the acts and omissions of your subcontractors.

We will not be a party to any contract made between you and any Homeowner and therefore we shall not be liable for any loss or damage that results from any dealings between you and any Homeowner including but not limited to any direct, indirect or consequential or inconsequential loss of any kind.

You agree not to use the Service in any unlawful manner and in particular shall not:

- defame, abuse, harass, stalk, threaten or otherwise violate the legal rights (including rights of privacy and publicity) of others;
- publish, post, upload, distribute or disseminate ("**Post**") any inappropriate, defamatory, abusive, infringing, obscene, discriminatory or otherwise unlawful material;
- Post any material that infringes any patent, trademark, copyright, trade secret or other proprietary right of any person;



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- Post any corrupted files, files that contain viruses, or any other code that may damage the operation of a computer or other electronic device;
 - conduct or forward surveys and contests and shall not forward pyramid schemes or chain letters;
 - download any file Posted by another user or that the user knows, or reasonably should know, cannot be legally distributed in such manner;
 - impersonate another person or entity, or falsify or delete any author attributions, legal or other proper notices or proprietary designations or labels of the original or source of software or other material contained in a file that is Posted;
 - cause the Service to be interrupted, damaged, rendered less efficient or such that the effectiveness or functionality of the Service is in any way impaired; or
 - restrict or inhibit any other user from using and enjoying the Service.

You agree that you will (and will ensure that your subcontractors will) comply with:

- the [Privacy Policy](#); and
- the Service Provider Code of Conduct

We may notify you of Projects from time to time, but we are not under any obligation to do so. Further, because Homeowners retain the right to change or withdraw their request to have a Project performed, we are unable to give any warranty as to the availability or suitability of a particular Project. We do not review or confirm the accuracy of all details provided to us by Homeowners, and we therefore cannot guarantee that all leads include correct and complete information. Further, we cannot guarantee that any leads generated using the Service will result in business for you, and no refund is offered in the event that you do not obtain business or jobs from the leads generated.

Kandua does not accept any liability for the services rendered by the Service Provider to the Homeowner.

4 Service Provider Code of Conduct

Our mission is to connect skilled, local Service Providers and potential customers. We achieve this by providing a Service where:

1. Service Providers or Pros take on Projects or Jobs when they are available and interested in the Project;
2. Homeowners or Customers review and choose a Service Provider.

A mandatory part of the Service is our ratings system, where Homeowners may review the ratings and feedback of previous projects as posted by other Homeowners who have used the Service and relating to the Service Provider or Pro who did the project or job. In addition to these ratings, potential customers also consider how well a Service Provider presents themselves as well as their quote for the work.

We know from the many Homeowners who have used our Service to date that they expect high quality work, honesty and reliability, and to be charged a fair market rate for the work. They also only want to engage with Service Providers who act responsibly, ethically and honestly, behave politely and are generally nice to work with.

Therefore, upon joining our Service we require all of our Service Providers to adhere to these basic principles:

- Be polite and courteous when dealing with Homeowners and potential 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.

Service Providers' accounts, ratings and performances may be monitored to ensure that only the highest calibre of Service Providers use our Service. We reserve the right to remove Service Providers from our Service who do not adhere to our terms and standards and principles.

5 Fees and Payments

Our fees are quoted in ZAR (South African Rands), and we may change them from time to time, either temporarily – for example, in connection with certain promotions or the launch or marketing of new services, or for an extended period or permanently until our next fees review. We will notify you of such changes to our fees by posting such changes through the Service. Such changes will not affect any existing payment obligation to us, but they will be effective for any new or further use of the relevant service from the date on which we post the revised fees on the Service.

You are responsible for paying all applicable fees when they are due. If you fail to pay the relevant fees, without prejudice to any other right or remedy we may be entitled to under this Agreement or by law, we may limit your ability to use the applicable services. If your payment method fails or your account is past due, we may collect fees owed using other collection mechanisms.

You acknowledge and agree that if you breach any of the provisions set out in the section entitled '**Use of the Service**' above, we may suspend or terminate your access to any paid-for features, and/or remove any content you have Posted, including content included in Postings or otherwise relating to Projects.

We reserve the right to charge a fee for using any specific feature(s) of the Service in the future. Where we charge a fee for using a specific Service feature, this will be made clear to you through the Service and you will not be charged unless you specifically request that feature, for example by clicking on the relevant 'Pay Now' button.

Our fees are as follows:

5.1 Service Provider or Pro registration and purchase of leads

Service Providers or Pros are required to pay the applicable fees during registration and for the purchasing of leads.

5.2 Pay per lead ("PPL")



The Pro will pay to Kandua the applicable fee for purchasing of the lead to be connected to the Homeowner.

The Homeowner will be connected with up to 5 Pros and agree the terms of the job directly with the Pro, including acceptance of quote and payment arrangements. The Homeowner will not be required to pay any other fees to Kandua. The Homeowner must ensure caution and responsibility when making payments to Pros. Kandua is not liable for any payments made to Pros.

5.3 Fixed Price (“FP”)

The Homeowner will pay the price as quoted and accepted for a project or job to Kandua. The Homeowner and Pro agrees for Kandua to accept such payment on behalf of the Pro and then to make payment on behalf of the Homeowner to the Pro upon completion of the project or job, less the applicable commission fee that Kandua will charge to the Pro.

5.4 B2B Projects or Jobs

The Homeowner processes payment directly at the point of sale of the B2B partner. Kandua will make payment to the Pro upon completion of the project or job and invoice the B2B partner in line with the applicable terms and conditions as agreed upon with the B2B partner.

6 Links and User Content

It is not possible for us to review all websites which are linked to from the Service (or link to the Service), and you should therefore take care when following any link. We cannot accept liability for any loss or damage that may be suffered as a result of following any links. You agree not to Post links to any websites.

Although our hope is that all users will use the Service responsibly, and we require all users to ensure that all content that they post on the Service is lawful, we are not responsible for reviewing or policing user content and so it is possible that our Service may carry offensive, harmful, inaccurate or otherwise inappropriate material, or in some cases, reviews that have been mislabeled or are otherwise deceptive. We urge you to exercise proper judgement and to use caution and common sense when using our Service. We have no obligation to monitor the information posted on the Service.

You are responsible for your own communications and for any consequences arising out of them.

We do not guarantee the truthfulness, accuracy, or reliability of any material Posted on the Service, or endorse any opinions expressed on the Service. You should take all due care in relying on material Posted on the Service, as this is done at your own risk.

It is important for you to note that all posted material is made public, and that others may read communications made via the Service without the author’s knowledge. Always use caution when giving out any personally identifying information about yourself, and do not give personally identifying information about any other person unless entitled to do so.

7 Use of Information

7.1 General

You are solely responsible for the content, accuracy, and completeness of the Service Provider Information, and agree only to provide true, accurate, current and complete information. You also accept all liability arising out of or in connection with your processing and transmission of the Homeowner Information.

You acknowledge that we may edit, modify or remove any parts of Service Provider Information which we consider is in breach of any of the provisions of this Agreement, and/or suspend or terminate your access to the Service without notice.

By providing Service Provider Information you grant to us a royalty-free, perpetual, irrevocable, non-exclusive license to use, copy, reproduce, modify, publish, edit, translate, distribute, perform, and display the material alone or as part of other works in any form, media, or technology whether now known or hereafter developed, and to sub-license such rights through multiple tiers of sub-licensees. The foregoing grants shall include the right to exploit any proprietary rights in such materials, including but not limited to rights under copyright, trademark, service mark or patent laws under any relevant jurisdiction. You also waive any moral rights you have in the materials. Do not submit any materials to the Service that you would not want us to use in this way.

You consent to information about the device you use to access the Service being collected and processed for fraud prevention purposes and we may use third parties (and information they provide) to help us prevent fraud or unauthorised access to our Service.

You agree not to copy, reproduce, modify, create derivative works from, distribute or publicly display any content (except for your Service Provider Information) from the Service without our prior written permission.

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

In order to provide our Service we process personal information of Homeowners and may share certain personal information with you. To the extent that we provide you with personal information or any other information of a Homeowner, you agree that you shall:

- treat such as confidential and not share the information with any other person;
- only use such information for the purpose of contacting them in relation to the particular project or job for which you were provided such information, and for no other purpose whatsoever;
- delete all information relating to the Homeowner 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 information.

You further agree, accept, understand and consent to the processing of your personal information by Kandua for the purposes of providing our Service to you, including in relation to ordinary business activities such as 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.

8 Arrangements with Homeowners

Our rating system is designed to provide Homeowners with independent feedback on the quality, value and reliability of Pros. Furthermore, your willingness to be rated may provide Homeowners with a level of confidence regarding your work and skills. A key reason that project or job reviews are made available through the Service is for Homeowners to read reviews by your previous customers. You therefore agree that your performance in carrying out each project may be rated and reviewed by the applicable Homeowner and that the ratings and reviews will be published on our Service as a mandatory part of our Service.

Should you (or any of your subcontractors) have a dispute with a Homeowner, you must address such dispute directly with the Homeowner concerned. However, you agree to notify the details of the dispute to us as soon as reasonably practicable.

We may decide to investigate any grievances held by you or by Homeowners and may discuss any such investigation with all involved parties. We may take any lawful action we deem necessary in the event of a grievance but likely outcomes of a grievance investigation include:

- you and the Homeowner being allowed to continue using the Service;
- your and / or the Homeowner's access to the Service being suspended for a period of time;
- your and / or the Homeowner's access to the Service being terminated and banned for a definite or indefinite period.

We shall also share relevant information, including personal information about you in the event that any charges and / or legal action is taken against you.

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

Save as provided above, we cannot be involved in your dealings with Homeowners and, in the event that you have a dispute with one or more Homeowners, you hereby release (and shall procure that your subcontractors release) us from any and all claims, demands and damages of every kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way connected with such disputes.

9 Trade Qualifications and Certification

Where you advise us that you (or your subcontractors) are certified, we may verify the relevant certification. However the validity of the certificate always remains your responsibility.

We advise Homeowners to request sight of evidence of applicable trade accreditations or registrations, and to perform any relevant checks prior to work commencing on a project or job. You agree to comply

with any reasonable requests submitted by the Homeowners with regards to the verification of such accreditations, registrations or information.

Any checks on trade accreditations or registrations that we carry out do not reduce your obligation to ensure that all your subcontractors and any personnel involved in the project or job have the required trade accreditation or registration to carry out specific aspects of the project or job.

10 Intellectual Property Rights

You acknowledge that all present and future copyright and other intellectual property rights subsisting in, or used in connection with the Service and any part of it (the “**Rights**“), including the manner in which the Service is presented or appears and all information and documentation relating to it is our property (or that of our licensors), and nothing in this Agreement shall be taken to transfer any of the Rights to you.

Solely for the purposes of receiving the Service, we hereby grant to you for the period during which the Service is provided a non-exclusive, non-transferable, licence to use the Rights.

11 Indemnity

It is your responsibility to ensure that you are entitled to provide the Service Provider Information and you therefore agree to indemnify us against any and all expenses, damages and losses of any kind (including reasonable legal fees and costs) incurred by us in connection with any actual or threatened claims of any kind (including without limitation any claim of trademark or copyright infringement, defamation, breach of confidentiality, false or misleading advertising or sales practices) arising from your (or your subcontractors’) provision of Service Provider Information or arising from your (or your subcontractors’) use of the Service.

We shall indemnify you against any and all expenses, damages and losses of any kind (including reasonable legal fees and costs) incurred by you in connection with any actual or threatened claims of any kind (including without limitation any claim of trademark or copyright infringement, defamation, breach of confidentiality, false or misleading advertising or sales practices) that any material on the Service generated and uploaded by us infringes the intellectual property of any third party.

12 Limitation of Liability

Notwithstanding any other provision, nothing in this Agreement shall exclude or limit either party’s liability for death or personal injury caused by that party’s negligence, fraud or fraudulent misrepresentation, or any other liability that cannot lawfully be excluded or limited.

If you are dissatisfied with the Service, or the terms of this Agreement, your sole remedy under this Agreement shall be to discontinue use of the Service. In the event that your dissatisfaction arises due to an act or omission by us constituting a material breach of this Agreement, you may also claim a refund of the fees paid by you in consideration for the Service in the twelve months prior to the occurrence of the circumstances constituting such material breach. If you register as both a Homeowner and as a Service Provider then the aggregate cap in this Agreement shall apply – the caps shall not be cumulative.

Other than as set out in this Limitation of Liability section, and notwithstanding any other provision of this Agreement, we 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.

We 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).

Save as expressly set out herein, all conditions, warranties and obligations which may be implied or incorporated into this Agreement by statute, common law, or otherwise and any liabilities arising from them are hereby expressly excluded to the extent permitted by law.

Without limiting the foregoing, we shall have no liability for any failure or delay resulting from any matter beyond our reasonable control.

We cannot guarantee the day or time that we will respond to any email, telephone or written enquiries or Website form submissions.

Each of the provisions of this Clause shall be construed separately and independently of the others.

13 Our Rights

We reserve the right at all times to edit, refuse to post, or to remove from the Service any information or materials for any reason whatsoever, and to disclose any information we deem appropriate to satisfy any applicable law, regulation, legal process, police request or governmental request.

We reserve the right to terminate the provision to you of the Service or restrict your access to the Service at any time without notice for any reason whatsoever (provided that no further fees shall accrue for terminated Service after the date of such termination).

Without prejudice to the generality of the above, we reserve the right to terminate the provision to you of the Service or restrict your access to the Website at any time without notice in the event that we suspect you to be in material breach of any term of this Agreement (which shall include, without limitation, where payments due from you are overdue by 14 days or more).

We reserve the right to modify or discontinue temporarily or permanently all or part of the Service with or without notice without liability for any modification or discontinuance.

We may vary the terms of this Agreement from time to time and shall post such alterations on the Website. If you do not agree to the changes made to the terms of this Agreement then you have the right to stop using Service, and should do so immediately. Your continued use of the Service after the date the changes have been posted will constitute acceptance of the amended Agreement.

Accounts which are opened but remain unused result in wasted costs being incurred by us to support those accounts. In the event that your account remains inactive for a period exceeding 30 days, we may at our discretion give you written notice of our intention to discontinue Service provision on that account. If we do not receive confirmation from you that the account is required within 14 days of the date of our

notice to you, and you have not re-commenced use of the account within a further 14 days, we may discontinue Service provision on that account and retain any sums which remain standing to it as at the date the Service is discontinued to cover our administrative and other costs.

14 General

Clause headings are inserted for convenience only and shall not affect the interpretation of this Agreement.

If any provisions hereof are held to be illegal or unenforceable such provisions shall be severed and the remainder of this Agreement shall remain in full force and effect unless the business purpose of this Agreement is substantially frustrated, in which case it shall terminate without giving rise to further liability.

You may not assign, transfer or sub-contract any of your rights hereunder without our prior written consent. We may assign, transfer or sub-contract all or any of our rights at any time without consent.

No waiver shall be effective unless in writing, and no waiver shall constitute a continuing waiver so as to prevent us 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 with the exception of the Terms of Use and/or the Homeowner User Agreement where these have been entered into. To the extent that there is any conflict between them, those agreements shall apply in the following order of precedence:

- this Service Provider User Agreement;
- the [Homeowner User Agreement](#);

You acknowledge that you 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.

In the event of any comments or questions regarding this Agreement including the [Privacy Policy](#) you can contact us [here](#).