

Home+ Dashboard

Hero Terms and Conditions

1. DEFINITIONS

- 1.1. **Affiliate.** Any person in control of, or controlled by, us, whether directly or indirectly.
- 1.2. **Booking Request.** A request made by a User on the Platform for the provision of Services.
- 1.3. **Business Day.** A day which is not a Saturday, Sunday or a public holiday in the Republic of South Africa.
- 1.4. **B2B Model.** The Home+ “business-to-business” model, being distinct from the D2C Model, in terms of which certain Users (namely those who are Tenants, Landlords and/or Property Agents only, i.e. not Consumers) book the Services of Heroes on the Platform, and which model is divided into the following 2 sub-models:
 - 1.4.1. **B2B Property Model.** The initial booking stage of the B2B Model, which commences once the Platform is used by a Tenant, Landlord, Property Agent or a Hero, pursuant to connecting the relevant User to the Hero for the purpose of booking and/or rendering the Services, and which ends once the Quotation has been accepted by the User.
 - 1.4.2. **B2B Installation Journey.** The subsequent Service fulfilment stage of the B2B Model (also referred to as the “**B2B Fulfilment Journey**”), which commences once (i) the Quotation (as defined in clause 3.17) has been accepted by the User and (ii) the Hero begins the rendering of the Services at the Property, and which ends once the Hero has (i) completed the Services to the prescribed standard and (ii) confirmed such completion on the Platform.
- 1.5. **Consumer.** A User other than a Tenant, Landlord and/or Property Agent, which uses the Platform via the D2C Model.
- 1.6. **CSP.** An independent third-party service provider of the Services, specifically nominated by the Landlord or by the Property Agent (as the case may be) to join the Platform as a Hero to provide Services solely to it or to the Tenant, referred to also as a “**Customer Service Provider**”.
- 1.7. **D2C Model.** The Home+ “direct-to-consumer” model, in terms of which Consumers book the Services of Heroes on the Platform, being distinct from the B2B Model.
- 1.8. **Hero.** An independent service provider who is registered as such on the Platform and who markets and promotes its Services via the Platform, referred to also as “**you**”, “**your**”, and “**yourself**”.
- 1.9. **Home+.** A registered trademark of Plus Ecosystem Ventures Proprietary Limited (Registration No. 2022/321528/07) (registered address: 1 Sportica Crescent, Tygervally, Bellville, 7500 • email: support@homeplus.africa), recorded also as “**we**”, “**our**”, or “**us**”, and including our Affiliates.
- 1.10. **Landlord.** The Tenant's landlord, being the person who legally owns the Property.
- 1.11. **Platform.** The Home+ communications platform, accessible via the Home+ website (<https://homeplus.africa>) and the Home+ mobile application.
- 1.12. **Property.** The property at which the Services will be rendered, which physical address we will provide to you in respect of a booking.

- 1.13. **Property Agent.** A property managing agent who manages the Property, if applicable.
- 1.14. **Services.** Any services provided by a Hero to a User as described in a Booking Request, such as maintenance, building, repair and installation services.
- 1.15. **Tenant.** The person occupying the Property and who is registered as a tenant on the Platform.
- 1.16. **Terms.** These terms and conditions.
- 1.17. **User.** A person who requests the provision of Services via the Platform, and includes Tenants, Landlords, Property Agents, and Consumers.

2. INTRODUCTION

- 2.1. We provide a booking and dispatch service, via the Platform, that allows:
 - 2.1.1. Users to request Services from Heroes; and
 - 2.1.2. Landlords and Property Agents to manage their properties and to approve the provision of Services to their Tenants.
- 2.2. We act as a conduit between Users and Heroes. We do not provide any of the Services, but merely allow you to make your Services available via the Platform.
- 2.3. These Terms shall not be construed to create any joint venture, employment, or partnership agreement and/or arrangement between us and you.
- 2.4. You may (i) register on the Platform as a Hero or (ii) be nominated by a Landlord and/or a Property Agent to register on the Platform as a Hero, in which case, you will be categorised as a CSP.
- 2.5. You may offer, book and/or render Services, using the Platform, under the B2B Model or under the D2C Model. Please note that some terms and conditions apply differently to the B2B Model as opposed to the D2C Model, as is more fully described herein.
- 2.6. By offering your Services via the Platform, you are contracting with the User and not with us. You are solely responsible for rendering the Services and are ultimately responsible to the relevant User.
- 2.7. Your access and use of the Platform and the provision of the Services by you is subject to these Terms, in addition to any other terms and conditions listed on the Platform and which are applicable to you and any terms agreed directly with any other person in relation to the Services.
- 2.8. **Please take note of all clauses emphasised in bold as they may limit our liability and/or indicate risk.**

3. PLATFORM

Account Registration

- 3.1. We require that you register an account in your name on the Platform ("**Account**"), in order to register as a Hero. Your Account will only be activated once we have confirmed and approved your registration as a Hero. We reserve the right to approve or reject a registration, at our discretion.
- 3.2. You must fill out all fields on the electronic registration (available on the Platform) form and submit the complete registration form on the Platform to register your Account. **By completing this step, you agree to these Terms (the most accurate version will be**

available on the Platform). You will be bound by these Terms from the date upon which you register your Account on the Platform indefinitely, or until the date agreed by us in writing, or until your Account and/or use of the Platform is terminated.

- 3.3. We may also require you to participate in a formal interview in order to register your Account.
- 3.4. We will send you written confirmation via email if your Account was registered successfully.
- 3.5. We reserve the right, at our sole discretion, to verify any information you provide to us against public records. However, this will not be construed as a background check.
- 3.6. You must safeguard, protect, and keep your Account login details confidential at all times. Should there be (or should you reasonably suspect there to be) a security breach or improper use of your Account, you will immediately notify us and will provide us with such assistance as we may require from you to mitigate the risk of any loss or damage.
- 3.7. We reserve the right to limit your access to and/or use of your Account and/or the Platform, at our sole discretion.
- 3.8. You must direct all registration queries and registration-related issues to hero@homeplus.africa.

Requisite Training

- 3.9. You are required to have completed the requisite training ("**Training**") necessary to render the Services before your registration will be approved.
- 3.10. The relevant Training specifications are available on the Platform and/or will otherwise be communicated to you by us, and may differ according to whether the Platform is used via the D2C model or the B2B model.
- 3.11. You are solely responsible for completing the Training, at your own cost.
- 3.12. You must direct all Training queries and Training-related issues to either training@homeplus.africa or hero@homeplus.africa.

Account Activation

- 3.13. Once you have registered successfully on the Platform as a Hero, you will receive written confirmation thereof. The written confirmation will contain a link you must use to activate your Account.
- 3.14. You will only be able to access the Platform once you have activated your Account and will only be able to provide Services via the Platform once you have undergone the relevant Training.

How It Works

- 3.15. You acknowledge that the Platform may be unavailable for time to time due to reasons such as scheduled maintenance or system upgrades. As such, we do not guarantee any minimum availability of the Platform. Similarly, we do not guarantee that your use of the Platform will be uninterrupted or error-free.
- 3.16. Users may submit Booking Requests on the Platform, which will contain certain information pertaining to the requested Services, including the location of the Property and a description of the requested Services. The information supplied in a Booking Request or otherwise in connection with a request for Services is provided "as is" based directly on the information provided to us by the applicable User. We are not responsible for the accuracy or completeness of any information provided by any other User, or for their authenticity, insurances or financial viability.

- 3.17. Once a Booking Request has been submitted, you will have the opportunity to accept or reject the Booking Request. If you accept a Booking Request, you will be required to upload a quotation ("**Quotation**") for the cost of the Services to be rendered ("**Service Fee**") onto the Platform. The Quotation will then be sent to the User Requesting the Services and/or the person/s responsible for payment of the Service Fee (as the case may be).
- 3.18. You will ensure that the Quotation is correct in all respects. You will have up to 3 days after the completion of a Service to notify us of any errors made in the Quotation. **We will not be held liable for any errors in the Quotation.**
- 3.19. You will be able to track the status of any Booking Requests received and/or which you have accepted.
- 3.20. If your Quotation is accepted, you will receive a confirmatory notification from us, and the booking will be considered confirmed. The User will then be able to suggest dates and times to schedule the rendering of the Services.
- 3.21. This clause 3.21 shall apply to the B2B Model only. Where you are to provide Services to a Tenant, Landlord and/or Property Agent via the Platform, the following provisions apply:
- 3.21.1. if the Service Fee quoted is less than the maximum limit set by the Property Agent and/or the Landlord in writing ("**Maximum**"), it will be deemed to be automatically accepted by the Property Agent and/or the Landlord, as the case may be; and
- 3.21.2. if the Service Fee quoted is equal to or more than the Maximum, it will be subject to the acceptance of the Property Agent and/or the Landlord, as the case may be, before the Services may be rendered.
- 3.22. This clause 3.22 shall apply to the D2C Model only. Where you are to provide Services to a Consumer via the Platform, the following provisions apply:
- 3.22.1. if the Service Fee quoted is less than the minimum set limit set by the Property Manager/Landlord, it will be deemed to be automatically accepted by the Consumer; and
- 3.22.2. if the Service Fee quoted is equal to or more than minimum set limit set out by the Property Manager/Landlord, it will be subject to the acceptance of the Consumer.
- 3.23. On completion of the Services, the User may rate their experience with you on the Platform. Where applicable, ratings and reviews are accessible to Property Agents and Landlords.
- 3.24. Should you, on arriving at the Property, be of the opinion that the requested Services require more time, effort, resources and/or materials than anticipated when submitting a Quotation, you may retract the Quotation and issue a new quotation for the revised Services. Should your updated Quotation not be accepted for any reason whatsoever, you may be entitled, with our prior written approval, to a Cancellation Fee, Call-out Fee, or Abandonment Fee (as are all defined and detailed in clause 6).
- 3.25. You may request that a deposit be paid prior to commencement of any Services, provided this is specified in the relevant Quotation.

Right of Use

- 3.26. We grant to you a non-exclusive, non-transferable, royalty-free, limited and revocable right to use the Platform to offer Services on our Platform, subject to these Terms.
- 3.27. We and our licensors reserve all rights that are not expressly granted to you.
- 3.28. We own all rights in and to our intellectual property.

- 3.29. We do not permit you to use the source code underlying the Platform in any way.
- 3.30. Your right of use of the Platform is restricted. As such, you will not:
- 3.30.1. use the Platform for unlawful activities and purposes, including "phishing", "spamming", "spoofing" and "hacking";
 - 3.30.2. licence, sublicense, sell, resell transfer, assign, distribute, otherwise commercially exploit, or make available to any third party the Platform in any way;
 - 3.30.3. copy and modify the Platform;
 - 3.30.4. create and/or share with any third party any internet links to the Platform or any replica thereof;
 - 3.30.5. access the Platform for commercial competition purposes;
 - 3.30.6. allow any automated programmes to access the Platform, such as "bots";
 - 3.30.7. impede the operation of the Platform in any way; and
 - 3.30.8. access the Platform via a profile or account other than the one registered to you, or use unauthorised means of access.

Device Compatibility

- 3.31. You will be responsible for ensuring that the device through which you plan to access the Platform is indeed compatible with it. We will not be held responsible for your inability to access the Platform.
- 3.32. **You indemnify us against any liability or damage suffered relating to your inability to access the Platform.**

Platform Updates

- 3.33. In light of the ever-evolving nature of technology, you will be required, from time to time, to update your mobile App ("App") (if applicable) to ensure your effective use of the Platform.
- 3.34. You are responsible for checking, on the relevant platform, that the version of the App you are using is up-to-date at all times.
- 3.35. **You indemnify us against any liability or damage suffered relating to your inability to access the App and/or the Platform as a result of not having the correct technology and/or systems and/or otherwise for failing to comply with the terms set out in this clause.**

4. **SERVICES**

Nature

- 4.1. The fact that you market your Services via the Platform does not in any way create any agency, partnership or employment relationship between us. **We do not employ you, and as such, we will not be held vicariously liable for any of your actions. You are responsible for the conduct of all of your employees, contractors, sub-contractors and other persons who assist you in rendering the Services.**

Your Provision of the Services

- 4.2. Where applicable, where you have registered on the Platform as a CSP, you may only render Services to the relevant Landlord, Property Agent, or Tenant (as the case may be) that has nominated you as a CSP.
- 4.3. In using the Platform and/or rendering the Services, you undertake that you will:
 - 4.3.1. promptly arrive at the relevant Property at the agreed booking time, or you may be liable to face a penalty (if you do not provide requisite notice) (as set out in clause 7.5);
 - 4.3.2. treat the User (and all other persons you interact with in providing the Services) lawfully and respectfully; and
 - 4.3.3. be prepared (to the best of your knowledge at the time) to render the Service and provide all reasonably necessary cooperation to the User so that you may render the Service properly and efficiently. If you fail to do so, you may be required to return to the relevant Property and complete the Service to the correct standard, within 24 hours of such 'call-back' request from the User, at your own cost. If you also fail to respond to such request within 24 hours thereof, we may send an alternative Hero to tend to such request; and you may forfeit any compensation in relation to the relevant Services;
 - 4.3.4. not use (or attempt to use) the Platform and/or render (or attempt to render) Services:
 - 4.3.4.1. for any unlawful purposes, whatsoever; or
 - 4.3.4.2. in any manner which may cause any nuisance or inconvenience to any third parties.
- 4.4. You acknowledge that you are responsible for:
 - 4.4.1. all aspects related to your transportation to and from the Property;
 - 4.4.2. any background checks that you may wish to make on a User prior to accepting a Booking Request;
 - 4.4.3. obtaining and maintaining insurance at appropriate levels to cover any potential liability you may have in relation to your business and the provision of the Services;
 - 4.4.4. ensuring that you have all necessary licences, permits and authorisations in relation to your business and to permit you to perform the Services. You must not accept a Booking Request unless you have all applicable licences required by your industry, in the relevant jurisdiction, such as builders' licences;
 - 4.4.5. any contract made directly with the User in connection with the Services ("**Services Contract**"). **We are not a party to any Services Contract and disclaim any responsibility for any person's compliance, including payment obligations in connection with a Services Contract;** and
 - 4.4.6. your compliance with your obligations in terms of the Services Contract.
- 4.5. You warrant to and in our favour that:
 - 4.5.1. you are legally entitled and authorised to use the Platform, render the Services and carry out activities in relation thereto;
 - 4.5.2. you have the appropriate qualifications and/or level of expertise to render the Services, and you will exercise due diligence, care and skill when doing so;

- 4.5.3. will not represent yourself as our employee or that you have the ability to bind us to certain actions;
 - 4.5.4. when posting on the Platform, the information contained in the post is accurate, not misleading, not defamatory, not offensive, does not infringe any party's intellectual property rights, is not discriminatory and complies with all applicable laws; and
 - 4.5.5. all data received via the Platform, including as set out in a Booking Request, will be treated as private and confidential. This data may only be used to provide the Services and may not be used for any other purpose including but not limited to marketing or re-marketing.
- 4.6. Prior to rendering Services, you may be required by a User to undergo a 'background check', and to this extent you shall cooperate with the relevant party by providing all reasonably necessary information to complete such 'background check'.

5. SAFETY

General Precautions

- 5.1. You are required to take out and maintain adequate insurance against all reasonably foreseeable risks, damages, and losses in relation to your provision of the Services.
- 5.2. We will only register you as a Hero on the Platform once you have provided all reasonable and necessary information to verify your true identity. We reserve the right to deny your registration should such information be withheld by you or prove to be inadequate for this purpose.
- 5.3. You will:
 - 5.3.1. exercise reasonable caution to protect yourself and your belongings when interacting with a User and rendering the Services;
 - 5.3.2. render the Services at the designated time and location agreed via the Platform, and comply with all applicable laws, rules and regulations while doing so; and
 - 5.3.3. notify us immediately if a User has requested you to provide any Services which reasonably appear to be illegal or unsafe.

COVID-19

- 5.4. It is your responsibility to comply with all COVID-19 regulations imposed by the South African Government from time to time.
- 5.5. Both you and the relevant User are responsible for ensuring that all safety measures are complied with when a Service is provided by you.
- 5.6. You warrant as at the time of accepting a Booking Request and at the time the Services are to be rendered that:
 - 5.6.1. to your knowledge, you are not COVID-19 positive;
 - 5.6.2. you do not have any COVID-19 symptoms; and
 - 5.6.3. you will take all COVID-19 safety precautions, including social distancing, wearing a face mask, and sanitising your hands when providing the Services.
- 5.7. Your ability to use the Platform and/or provide the Services will be subject to any COVID-19 lockdown restrictions implemented by the South African Government. We reserve the right to

cancel a Booking Request should any COVID-19 lockdown restriction prevent the provision of Services.

Vehicles, Machinery and Tools

- 5.8. In providing the Services, you may be required to utilise certain vehicles and/or machinery and/or tools (together, "**Tools**").
- 5.9. To the extent applicable, the requisite Tools will be listed on the Platform and/or will otherwise be communicated to you.
- 5.10. **You are solely responsible for ensuring that (i) you have the requisite Tools, at your own cost, (ii) all Tools are in good and safe working order and that they meet all applicable safety standards, and (iii) you only use the relevant Tools to render the Service in a safe manner.**

6. **FEES, COMPENSATION AND PAYMENT TERMS**

- 6.1. **You will be solely responsible for all value-added tax and any other consumption, sales or use tax or any other similar transaction taxes in relation to payments made for the Services ("Indirect Taxes").**

6.2. Charges

- 6.2.1. **We may charge you an amount per month in relation to your use of the Platform to book Services ("Charge"), which shall be exclusive of Indirect Taxes, which shall be due and payable by you at the applicable rate.**
- 6.2.2. We will make the Charge schedule available to you via the Platform.
- 6.2.3. Each payment to be made by you to us under these Terms shall be made in cleared funds (i.e. without any deduction or set-off).
- 6.2.4. If you do, despite clause 6.2.3 above, deduct or withhold any amount, you must promptly pay us the amount deducted or withheld.
- 6.2.5. **You are responsible and liable for the payment and remittance of any taxes, levies, imports, duties, charges, fees, toll charges and/or withholdings applicable to the Services.**
- 6.2.6. You will pay the applicable Charge by credit card. You hereby authorise us to use the credit card information you provide to us on the Platform in relation to your Account to process payment of the applicable Charge.
- 6.2.7. You are required to maintain a reserve account ("**Reserve Account**") to ensure you meet your payment obligations. We will specify the amount payable (by you to us) in this regard to you in writing and you will be liable to pay such amount once your Account is registered successfully. Further, such amount will be refundable to you upon the termination of your Account and registration as a Hero, subject to deductions of penalties, fees and other applicable charges.

6.3. Compensation

- 6.3.1. You will earn compensation for the Services you perform, being an amount equal to the Service Fee (as defined in clause 3.17 above) less the Commission (as defined in clause 6.4 below) and, if applicable, less any amounts owing by you to us.
- 6.3.2. You must firstly confirm your completion of the Services on the Platform. If you do not confirm your completion of a Service on the Platform, or if you do not

complete the Service to the applicable standard, you will not be entitled to the Service Fee for such Service, and you may face additional penalties as set out in clause 6.6 and/or clause 12.6 below.

- 6.3.3. We will pay you the amount due to you within **5** Business Days of you confirming completion of the relevant Service on the Platform, provided that there is no dispute in relation to the provision of such Service. However, in the event of such a dispute, we will be entitled, in our sole discretion, to suspend or delay any payments to you temporarily pending resolution of the dispute.

6.4. Commission

- 6.4.1. We will earn a commission ("**Commission**"), calculated excluding Indirect Taxes (which shall be due and payable by you at the applicable rate) and based on the aggregate rand value of the Service Fee, as detailed in **Annexure A**. We may, in our discretion, review and amend the provisions of **Annexure A** from time to time.
- 6.4.2. You acknowledge that the applicable Commission rate may differ depending on whether you are registered on the Platform as an ordinary Hero or as a CSP.
- 6.4.3. We may deduct the Commission from any amounts owing by us to you, and/or may otherwise request that the Commission be paid by you to us on request.

6.5. Cancellation Fee

- 6.5.1. This clause shall only apply in respect of the D2C Model.
- 6.5.2. Should a Consumer book your Services and then cancel the relevant booking or reject the relevant Quotation within 2 hours of the agreed scheduled time of the Service, then you may be entitled to a cancellation fee, equal to your personal expenditure incurred in relation to the relevant booking and preparation for the rendering of the Service ("**Cancellation Fee**"). Such expenses may include transportation costs and the costs of purchasing certain repair materials. However, such amount will be limited to R250.00.
- 6.5.3. We will pay you the agreed Cancellation Fee within 5 Business Days of receiving payment of the relevant Cancellation Fee from the Consumer.

6.6. Call-out Fee

- 6.6.1. This clause shall only apply in respect of the B2B Property Model.
- 6.6.2. Should a User book your Services and then cancel the relevant booking or reject the relevant Quotation within 2 hours of the agreed scheduled time of the Service, then you may be entitled to a call-out fee, equal to your personal expenditure incurred in relation to the relevant booking and preparation for the rendering of the Service ("**Call-out Fee**"). Such expenses may include transportation costs and the costs of purchasing certain repair materials. However, such amount will be limited to R250.00.
- 6.6.3. We will pay you the agreed Call-out Fee within 5 Business Days of receiving payment of the relevant Call-out Fee from the User.

6.7. Abandonment Fee

- 6.7.1. This clause shall only apply in respect of the B2B Installation Journey.

- 6.7.2. Should you arrive at the Property on the agreed booking date and subsequently discover, due to reasonably unforeseeable circumstances, that you cannot objectively perform the Services, likely due to a technical issue of the Property or the site of the Services, you may be entitled to an abandonment fee, equal to your personal expenditure in relation to the relevant booking and preparation for the rendering of the Service ("**Abandonment Fee**"). Such expenses may include transportation costs, the costs of purchasing certain repair materials, and the costs in relation to your re-evaluation of the Services and/or Quotation in light of the relevant technical error. However, such an amount will be limited to R400.00.
- 6.7.3. We will pay you the agreed Abandonment Fee within 5 Business Days of your reporting the abandonment of the relevant booking on the Platform, which you may be required to evidence with photographs and/or descriptions of the technical issue and receipts in relation to the aforementioned costs you have incurred.

6.8. Late or No Arrival Penalty

Should you fail to arrive at the Property at the agreed booking time and you have not provided at least 2 hours' notice to us of your late arrival or failure to arrive, then:

- 6.8.1. you shall forfeit the scheduled booking;
- 6.8.2. we may allocate a fault or 'bad mark' against your Account; and/or
- 6.8.3. we may terminate your Account and prohibit you from using the Platform.

- 6.9. We will make all payments to you by electronic funds transfer into your account, as nominated on your Platform profile. **You are solely responsible for ensuring that such bank account details are correct and up-to-date, and as such we accept no liability for any payments made to the incorrect bank account.**

6.10. Chargebacks

- 6.10.1. A payment made to you may be reversed ("**Chargeback**") if:
- 6.10.1.1. there is a dispute in relation to Services provided;
 - 6.10.1.2. the payment is or is suspected to be unauthorised;
 - 6.10.1.3. is allegedly unlawful, suspicious, or in violation of any applicable terms and conditions, including these Terms; or
 - 6.10.1.4. the issuer of the relevant credit card or the relevant financial institution reverses the payment.
- 6.10.2. If the Chargeback is (i) unsuccessful, (ii) impossible, or (iii) anticipated, we may, in our sole discretion:
- 6.10.2.1. withhold a Chargeback amount in your Reserve Account; or
 - 6.10.2.2. deduct and withhold the Chargeback amount from any payment amount due to you,
- until:
- 6.10.2.3. the reason for the Chargeback is assessed;
 - 6.10.2.4. the period of time, under applicable law or regulation, by which the

User may dispute the transaction has expired; or

6.10.2.5. we have determined that a Chargeback will not occur,
which shall inform next steps to be taken.

- 6.11. The company reserves the right to reward Service providers on the platform from time to time, based on carefully selected criteria, which may include the below, but is not limited to:
- 6.11.1. Punctuality
 - 6.11.2. Presentable appearance
 - 6.11.3. Good customer service and continuous 5 star ratings
 - 6.11.4. Quality of work
 - 6.11.5. Communication skills
- 6.12. The company reserves the right to run campaign based competitions or prize awards. Rules which may be applicable are:
- 6.12.1. Winners will be drawn randomly based on specified criteria.
 - 6.12.2. Competitions are open to all South African citizens unless otherwise stated.
 - 6.12.3. Entrants may not be below the age of 18 (eighteen).
 - 6.12.4. No person may on behalf of a third party, enter any competition. All entries must be made personally by the entrant to which the details correspond to on the Home+ system.
 - 6.12.5. Only service providers registered with Home+ within the competition timeframe may enter.
 - 6.12.6. The judges' decision is final and no correspondence will be entered into. Neither Home+ nor their agents will be held responsible or answerable to any dispute arising from the competition or prize awards.
 - 6.12.7. Home+ reserves the right to cancel, modify or amend the competition at any time if deemed necessary in their own opinion or if circumstances arise outside of their control.
 - 6.12.8. Home+ reserve the right to alter rules at their own discretion and such alteration shall become effective immediately or on such date as may be determined. No entrant shall have any recourse against Home+ as a result of such alteration.
 - 6.12.9. Prizes are not transferable, negotiable and may not be exchanged for cash.
 - 6.12.10. Entrants accept that certain other terms and conditions may apply. Where there are specific terms and conditions in addition to these general competition rules, such terms and conditions shall be listed under the terms and conditions of the specific competition. Any violation or attempt to violate any of the above rules will result in the immediate disqualification of the transgressor.
 - 6.12.11. By participating in any competition, participants further agree to be bound by our Terms & Conditions.

6.13. Payment Queries

You must direct all payment queries and payment-related issues to either accounts@homeplus.africa or hero@homeplus.africa.

7. COMPLAINTS AND QUERIES

- 7.1. You understand that we may ask Users to provide a performance and/or experience rating and/or review ("**Rating**") in respect of the Services completed and you as a Hero.
- 7.2. Similarly, we will also ask you provide a Rating in respect of the User. You agree that you will provide accurate and objective feedback in this regard.
- 7.3. We reserve the right to post Ratings on the Platform and the right to remove Ratings from the Platform. In this regard, we are not publishers but rather distributors of the Ratings.
- 7.4. Further, we reserve the right to edit Ratings which contain any obscenities, hate speech, or privacy violations. Notwithstanding, we do not accept any liability for any consequences arising from any Ratings, comments or other publications and/or distributions on the Platform.
- 7.5. You will communicate any complaints (in relation to a User) or queries you have to us directly via the Platform, and not to the User, and/or any third party. You will comply with our due complaint or query process as you are advised by us.
- 7.6. You will refrain from speaking negatively about us and/or bringing our name into disrepute.
- 7.7. Where a complaint made against you or in respect of your Services provided is escalated, we may (but will not be obliged to) provide the relevant information (which may include personal information) to the relevant authorities, and such disclosure shall be based on a legitimate reason.

8. AMENDMENTS TO TERMS

- 8.1. We may amend these Terms from time to time.
- 8.2. We will take all reasonable steps to notify you of any amendment to these Terms, including the publication of the amended Terms on the Platform.

9. LIMITATION OF LIABILITY AND INDEMNITY

- 9.1. **By rendering the Services, you agree to hold us free from responsibility for any liability or damage that might arise out of the provision of the Services. We, under no circumstance, accept liability in connection with and/or arising from the Services provided by you or any acts, actions, behaviour, conduct, and/or negligence on your part.**
- 9.2. **You agree to hold us free from responsibility for any liability or damage that might arise out of the transaction with a User, including which may arise out of any Services Contract. Neither us nor our affiliates or licensors are responsible for your conduct. We will not be liable for any claim, injury or damage arising in connection with your use of the Services.**
- 9.3. **You hereby indemnify and hold us harmless, to the fullest extent permitted by law, against all loss, liability, damage and expense ("Loss") which you may suffer as a result of or which may be attributable to your breach of these Terms, any wilful or negligent act or omission on your part in connection with these Terms, or as otherwise arises out of or is connected to any wrongful act or omission attributable to you.**
- 9.4. **Notwithstanding the generality of the foregoing, you hereby indemnify and hold us harmless, to the fullest extent permitted by law, against all Loss which we may suffer arising out of any harm alleged or proven by any User to whom you have rendered any Services.**

10. CONFIDENTIALITY

- 10.1. For the purpose of these Terms, "**Confidential Information**" means data (including personal information such as identity information, contact details and physical address), transaction volume, marketing and business plans, business, financial, technical, operational and such other non-public information that either a disclosing party designates as being private or confidential or of which a receiving party should reasonably know that it should be treated as private and confidential.
- 10.2. You acknowledge and understand that during the course of your registration as a Hero, you will, from time to time, be furnished with or exposed to Confidential Information in relation to us and/or the User, as applicable.
- 10.3. You hereby warrant and undertake that you:
 - 10.3.1. will not use or disclose any Confidential Information to any person, other than necessary to render the relevant Service, and only pursuant the proper performance of your duties and responsibilities set out in these Terms;
 - 10.3.2. will take all reasonable and necessary precautions to maintain the secrecy, and prevent the unauthorised use or disclosure, of any Confidential Information; and
 - 10.3.3. will if requested by us, or upon Termination, immediately return or destroy all Confidential Information that is in your possession, in line with our instructions.
- 10.4. You further acknowledge and understand that a breach of this undertaking, if proved, justifies my dismissal.

11. **FORCE MAJEURE**

Neither us, our personnel, nor any other User is liable for any non-performance of any obligation in relation to these Terms and/or any Services or damages to the extent that it is a result of force majeure, including fire, water, storm, or other natural events, explosion, explosion, strike, war, civil unrest, epidemic, pandemic, COVID-19 lockdown, or any other reasons outside of our control.

12. **BREACH, TERMINATION AND SUSPENSION**

- 12.1. If you breach these Terms, and fail to remedy your breach within 3 Business Days of written notice from us, we may terminate your Account, registration as Hero, and/or access to the Platform ("**Terminate**").
- 12.2. If either you or we:
 - 12.2.1. breach these Terms materially;
 - 12.2.2. commit a transgression, such as:
 - 12.2.2.1. charging or proposing any fees to a User at your own rate; and/or
 - 12.2.2.2. accepting cash or direct payment from a User in respect of the Services,

("Transgression"); or

- 12.2.3. commit an act of insolvency (filing or submission of request for liquidation, sequestration or business rescue, or suspension of payment, or a similar action or event),

then the aggrieved party shall be entitled to Terminate immediately, without notice and without being in default of these Terms.

12.3. Should you wish to dispute a Transgression, you must email hero@homeplus.africa with your reasoning.

12.4. If you:

- 12.4.1. commit theft of any kind;
- 12.4.2. solicit cash payment from a User;
- 12.4.3. circumnavigate the Platform in any way;
- 12.4.4. threaten a User, or our employees in any way;
- 12.4.5. discrimination of any kind
- 12.4.6. commit violence, assault, bigotry and / or abuse of any kind,

we will immediately Terminate your access to the Platform.

12.5. Upon Termination, we require that you promptly return any data you may have in relation to the rendering of the Services and the User to us and destroy all copies made thereof, if any.

12.6. If you commit any one of the following acts, we may suspend you as a Hero for 3 to 6 months, at our sole discretion:

- 12.6.1. you render a Service to a User that has not been requested through the Platform;
- 12.6.2. you continuously arrive late for bookings or do not arrive at all, without providing the requisite notice of 2 hours; or
- 12.6.3. you display poor workmanship and/or fail to communicate with the relevant User; or
- 12.6.4. you refuse to respond to 'call-back' request within 24 hours of the request.

13. **GENERAL PROVISIONS**

13.1. Governing Law

These Terms shall be governed by and interpreted in accordance with South African law.

13.2. Interpretation

In these Terms:

- 13.2.1. a reference to any other agreement or document shall be to such agreement or document as amended;
- 13.2.2. a reference to "**person**" includes a natural person, juristic person, trust, organisation, partnership, joint venture, syndicate, or any other association;
- 13.2.3. the words "**include**", "**including**" and "**in particular**" are by way of example only and shall not limit the generality of any preceding words;
- 13.2.4. the words "**other**" and "**otherwise**" shall be interpreted as widely as possible and will not be limited by any preceding words;

- 13.2.5. a number of days shall exclude the first day and include the last day. If the last day is not a Business Day, the last day shall be the next Business Day;
- 13.2.6. clauses shall continue to operate after the termination of these Terms if necessitated by their nature;
- 13.2.7. if figures are referred to in numerals and in words and there is a conflict between the two, the words shall prevail;
- 13.2.8. its provisions shall not be interpreted against the party drafting it; and
- 13.2.9. if any provision becomes illegal, invalid or unenforceable, such provision shall be severed, to the extent of its illegality, invalidity or unenforceability, from the balance of these Terms.

ANNEXURE A – TRANSACTIONAL FEES

This annexure forms part of the agreement to which it is attached. Unless stated otherwise, terms defined in the agreement shall have the same meanings in this annexure.

Service Provider	Commission Base	Transaction %
Hero (<i>ordinary, not a CSP</i>)	Labour only	20%
CSP	Labour only	5%