



Homeowner User Agreement

Thank you for accessing our Service at www.kandua.com (the “Website“). Please read this Agreement carefully as it governs your use of the Service. Do not use the Service unless you wish to be bound by this Agreement because, by 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 Service Provider then you must read and accept the “**Service Provide User Agreement**” 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/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 on our [website](#).

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 here 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**” enlisted thereon shall be a “**Homeowner**” or “**Customer**”. Any service which the Homeowner intends to perform using one or more Service Provider 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 majority of the material on the Service originates from our users. We rely on Homeowners to objectively provide descriptions and feedback for any prior projects for which they have utilised any of our Service Providers through the Service. We have little or no editorial control over the material and we therefore cannot guarantee the accuracy, timeliness, completeness, performance or fitness for any

particular purpose of the material available through the Service. We cannot accept responsibility for errors, omissions, or inaccurate material available 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.

The ratings and other information about Service Providers found on the Service are provided by our users, not by us. Unless governed by a specific agreement, we do not endorse or recommend any particular Service Provider and where a Pro is put in contact with a Homeowner on the Kandua Platform, unless specified otherwise, this contact will be based on algorithmic technology based on the project and location of the job of the Homeowner. 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 (except to the extent that such liability cannot be excluded by law).

When you use our Service to establish contact with any of the Service Providers, we do not guarantee that the Service Provider will be willing or able to perform work on your Project.

3 Use of the Service

You are responsible for ensuring that you are legally entitled to publish any information which you upload to our Service. You may only use the Service for genuine projects, for which you have a genuine intention to appoint one or more of our Service Providers and your intention is to do so subject to agreeing to appropriate terms. You may not utilise any of our Service Providers for any Project which is not legal.

It is your responsibility to select a suitable Service Provider and to negotiate the terms of any Project to be performed by the Service Provider selected. Although we take care to supply information to Homeowners pertaining to Service Providers which we believe to be true, we do not guarantee the veracity of any such information. We make no warranty regarding any goods or services purchased or obtained through conducting a Project having utilised the Service, or any transactions entered into through the Service, and you should in all cases make your own enquiries. In particular, it is ultimately your responsibility to carry out appropriate checks on any Service Provider that you are considering engaging and to request evidence of relevant trade or industry accreditations, and to satisfy yourself that the Service Provider is solvent and has appropriately qualified and certified personnel to complete the Project prior to contracting. You should not engage any Service Provider or make any deposit or other payment to them without having conducted such checks to your full satisfaction. While our hope is that you will be happy with every Service Provider you find through the Service, you should not engage any Service Provider if you have any doubts or concerns about it.

We will not be a party to any contract made between you and any Service Provider and therefore we shall not be liable for any loss or damage that results from any dealings between you and any Service Provider 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;
- 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, contests and shall not forward pyramid schemes or chain letters;
- download any file Posted by another user 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 comply with the [Privacy Policy](#).

It is recorded that Kandua may from time to time engage in affiliate or joint programmes with other organisations for the purposes of promoting the Kandua Service in some way or other and you hereby consent to the processing of your personal information for the purposes of such engagements.

4 Fees

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 typically as follows:

4.1 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.

4.2 Pay per lead ("PPL")

The Service Provider or 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 Service Providers or Pros and agree the terms of the job directly with the Service Provider or Pro, including acceptance of quote and payment arrangements. The Homeowner will not be required to pay any other fees to Kandua and is solely responsible for all dealings with the Pro. We will not be held liable for any payments made Pros.

4.3 Fixed Price ("FP")

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

4.4 B2B Projects or Jobs

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

5 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.

6 Use of Information

6.1 General

You are solely responsible for the content, accuracy, and completeness of the Homeowner Information, and agree only to provide true, accurate, current and complete information.

You acknowledge that we may edit, modify or remove any parts of Homeowner Information, at our discretion. This includes, but is not limited to, cases where breach of any of the provisions of this Agreement has occurred. In such a breach, we reserve the right to suspend or terminate your access to the Service without notice.

By providing Homeowner 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 Post any materials on 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 Homeowner Information) from the Service without our prior written permission.

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

In order to provide our Service we process personal information of Service Providers and may share certain personal information with you. To the extent that we provide you with personal information or any other information of a Pro, 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;

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- delete all information relating to the Pro 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 the Company for the purposes of providing our Service to you as well as in accordance with the Company's compliance with applicable laws and legislation.

7 Arrangements with Service Providers

The Homeowner shall under no circumstances, at any time engage with or contact a Service Provider other than through the Platform, failure to comply with this provision may result in the Homeowner being barred access to the platform. We will further not be held liable for any dealings and arrangements directly between Homeowners and Pros.

The Service Provider is not in any way affiliated with Kandua. In other words, the Service Provider is not an employee, representative, agent or contractor of Kandua. Kandua shall in no way, manner or form be regarded as a temporary employment service provider. It is therefore the Homeowner's sole responsibility to agree to the terms of the Services (including but not limited to, what services will be provided, working hours and fees) with the Service Provider and to enter into an appropriate agreement with the Service Provider. For the avoidance of doubt, Kandua shall not be a party to such agreement and shall not in any way accept any obligations or liability under such agreement.

It is the Homeowner's responsibility to ensure that it takes the required and necessary precautions for all projects or jobs with Service Providers. Should you have a dispute with a Service Provider, you must address such dispute directly to the Service Provider 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 Service Providers 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 Service Provider being allowed to continue using the Service;
- your and/or the Service Provider's access to the Service being suspended for a period of time;
- your and/or the Service Provider's access to the Service being terminated and banned for a definite or indefinite period.

Save as provided above, we cannot be involved in your dealings with Service Providers and, in the event that you have a dispute with one or more Service Providers, you hereby 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.

8 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.

9 Indemnity

It is your responsibility to ensure that you are entitled to provide the Homeowner 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 provision of Homeowner Information.

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.

10 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.

The sole warranty that we make is that we promise to provide any features of the Service that you pay for with reasonable skill and care.

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.

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

Other than as set out above, 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.

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.

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).



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.

11 Our Rights

We reserve the right at all times to edit or remove from the Service any information or materials which we consider breaches or is likely to breach this Agreement, or which is or may be otherwise illegal or objectionable, and to disclose any information we deem appropriate to satisfy any applicable law, regulation, legal process, police request or governmental request.

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 Service at any time and/or to terminate this Agreement immediately on notice in the event that you are in material breach of this Agreement.

We reserve our rights to: modify or discontinue temporarily or permanently all or part of the Service; terminate the provision to you of the Service or restrict your access to the Service; and/or terminate this Agreement at any time without notice for any reason whatsoever, without liability of any kind to you (provided always that any such termination shall be without prejudice to the rights and liabilities of each party accrued prior to such termination).

We may vary the terms of this Agreement from time to time and shall post the revised terms on the Website. If you do not agree to the revisions made by us to the terms of this Agreement then you have the right to stop using Service, and should do so immediately. All revisions that we make to the terms of this Agreement shall become effective on the date four business days after the date on which the revised terms in question are posted on the Website. Your continued use of the Service after that date will constitute acceptance of the amended Agreement.

12 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 Service



Provider 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 Homeowner User Agreement; then
- the Service Provider 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](#).