

**MYTECHIE SOUTH AFRICA (PTY) LTD ("THE COMPANY") SUPPLIER TERMS
OF SERVICE ("SUPPLIER TERMS OF SERVICE")**

**THESE TERMS OF SERVICE ARE EFFECTIVE AS OF 2019-02-01
"EFFECTIVE DATE"**

**READ THE SUPPLIER TERMS OF SERVICE CAREFULLY BEFORE BROWSING
THE WEBSITE. YOUR CONTINUED USE OF THE WEBSITE INDICATES THAT
THE SUPPLIER HAS BOTH READ AND ACCEPTS THE SUPPLIER TERMS OF
SERVICE. A SUPPLIER CANNOT USE THE WEBSITE IF IT DOES NOT ACCEPT
THE SUPPLIER TERMS OF SERVICE. ALL SECTIONS OF THE SUPPLIER TERMS
OF SERVICE ARE APPLICABLE TO THE SUPPLIER.**

1. INTRODUCTION

- 1.1. The Company's website <http://www.mytechiesa.co.za> ("the Website") and the mobile application ("the Application") are made available, and owned by the Company (hereinafter referred to as "the Company", "Company Website" "Website", "we", "our" or "us"). Any reference to "the Company", "we", "our" or "us" shall include our employees, officers, directors, representatives, agents, shareholders, affiliates, subsidiaries, holding companies, related entities, advisers, sub- contractors, service providers and partners.
- 1.2. These terms, including any document incorporated by reference herein, including, but not limited to the Privacy Policy, apply to any Supplier who makes use of the Company Services as offered on the Website or the Application, accesses, refers to, views and/or uploads or downloads any information or material made available on the Website or the Application for whatever purpose, and which Supplier shall carry the definition as set out in clause 2.3.10 below, as the case may be, and governs the Supplier's relationship with the Company and Customer.
- 1.3. Accessing and/or use of the Website or the Application after the Effective Date as set out above will signify that the Supplier has read, understands, accepts, and agrees to be bound, and is bound, by the

Supplier Terms of Service, in such Supplier's individual capacity and/or for and on behalf of any entity for whom the Supplier utilises the Website or the Application. Further, the Supplier represents and warrants that it has the authority to do so and that in the case of a Supplier being a natural person, the Supplier is a Competent Person (as defined in the Protection of Personal Information Act, 4 of 2013, as amended).

1.4. To the extent permitted by applicable law, we may modify the Supplier Terms of Service and Privacy Policy with prospective effect without prior notice to the Suppliers, and any revisions to the Supplier Terms of Service and/or the Privacy Policy will take effect when posted on the Website or the Application, as indicated above, unless a later date is otherwise stated in the revised Supplier Terms of Service. A Supplier's continued use of the Website or the Application and/or the Company Services will be construed as a Supplier's consent to the amended or updated Supplier Terms of Service, and will be conditional upon the Supplier Terms of Service and Privacy Policy in force at the time of use. A Supplier's only remedy, should such Party not agree to the Supplier Terms of Service and/or the Privacy Policy, is to stop the use of the Website and the Application.

1.5. These Supplier Terms of Service will apply fully and affect a Supplier's use of the Website and the Application. By using this Website or the Application, a Supplier agrees to accept the Supplier Terms of Service as contained herein in full.

1.6. Should a Supplier not agree to the terms contained herein, a Supplier must immediately desist from using this Website and the Application.

2. **INTERPRETATION**

In this Supplier Terms of Service:

2.1. clause headings are for the convenience and are not to be used in its interpretation;

- 2.2. unless the context indicates a contrary intention, an expression which denotes:
- 2.2.1. any gender includes the other gender;
 - 2.2.2. a natural person includes a juristic person and *vice versa*;
 - 2.2.3. the singular includes the plural and *vice versa*;
- 2.3. the following expressions bear the meanings assigned to them below and cognate expression bear corresponding meanings;
- 2.3.1. "**Company**" means MyTechie South Africa (Pty) Ltd (Registration Number: 2019/017613/07) a private company duly incorporated in accordance with the company laws of South Africa and having its registered address at 52 Urania Street, Observatory, Johannesburg, Gauteng, South Africa;
 - 2.3.2. "**Company Services**" mean the services as provided by the Company to the Supplier as set out in paragraph 5 below;
 - 2.3.3. "**Customer**" means the person or entity making use of the Customer Services as provided by the Supplier through Website;
 - 2.3.4. "**Customer Services**" means the services as provided to the Customer by the Supplier as set out in paragraph 9 below;
 - 2.3.5. "**General Website Terms and Conditions**" means the Website Terms and Conditions which are to be read as if specifically incorporated herein, which may be found [here](#);
 - 2.3.6. "**Losses**" means all losses (including, but not limited to, those in respect of injury, damage to physical property or loss of life), liabilities, costs, expenses, fines or penalties levied as a result of non-compliance with applicable law, damage, claims, loss of profit, or business, and all related costs and expenses (including legal fees on the scale as between attorney and own client,

tracing and collection charges, costs of investigation, interest and penalties) whether based in contract, delict or otherwise, including negligence, whether indirect, special, incidental or consequential damages;

2.3.7. "**Party**" or "**Parties**" means the Company or the Supplier, or both, as the context implies;

2.3.8. "**Platform**" shall mean the platform(s) as owned, hosted and managed by the Company on which the Company Services and Customer Services are offered, and which shall include the Website together with the Application.

2.3.9. "**Privacy Policy**" means the Privacy Policy which is to be read as if specifically incorporated herein, which may be found [here](#);

2.3.10. "**Supplier**" means the person or entity providing the Customer Services to a Customer through the use of the Platform (such as a technician); and

2.3.11. "**Supplier Terms of Service**" means these terms of service.

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

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

2.6. By entering into this Supplier Terms of Service, the Supplier also agrees to be bound by the General Website Terms and Conditions together with the Privacy Policy.

2.7. To the extent that there exists any inconsistency between the terms of this Supplier Terms of Service and the General Website Terms and

Conditions the terms herein shall prevail to the extent of any inconsistency unless expressly provided otherwise herein.

3. PURPOSE OF THIS SUPPLIER TERMS OF SERVICE

3.1. It is recorded that the Supplier is desirous of offering the Customer Services to a Customer by making use of the Company Services as offered to the Supplier on the Platform.

4. DURATION AND TERMINATION

4.1. This Supplier Terms of Service shall commence on the Effective Date and endure indefinitely.

4.2. Notwithstanding the provisions contained in this Supplier Terms of Service, either *Party* shall be entitled to terminate this Supplier Terms of Service forthwith on written notice to the other Party, for any reason or no reason at all.

4.3. Further, the Supplier understands that the termination of these Supplier Terms of Service by either it or the Company shall not force an early payment of fees, and the payment terms as set out in clause 7 below shall still apply. Further, any Customer Services agreed to prior to termination but which the Supplier has not yet completed, shall be rendered to completion.

5. COMPANY SERVICES

5.1. The Company shall provide the following Company Services to the Supplier in order that the Supplier may, in turn, offer Customer Services to a Customer through the Platform:

5.1.1. the creation of an online profile which will be visible to a Customer;

5.1.2. the management and receipt of payments from a Customer on the Supplier's behalf; and

5.1.3. the ability to engage directly with a Customer through the Platform.

6. REGISTRATION AS A SUPPLIER

6.1. A potential Supplier is to complete the registration form found on the Platform.

6.2. After the submission of the registration form a Company representative will make contact with the potential Supplier and further registration steps shall be actioned.

6.3. A potential Supplier shall only be permitted to create a profile and be recognised as a Supplier once they have been validated in respect of the their qualifications, experience, addresses and bona fides.

6.4. The registration form shall require the provision of certain personal information, as set out in the Privacy Policy.

7. PAYMENT

7.1. Registration on the Platform is subject to: -

7.1.1. a once off fee of five hundred Rand (R500) and

7.1.2. a monthly fee of two hundred Rand (R200)

7.2. fees may be adjusted by the Company from time to time.

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

7.4. The Company shall invoice the Customer in one of two manners, depending on whether the Customer is a private individual or a legal entity (such as a company, trust, close corporation or the like) as follows:

7.4.1. A private individual:

- 7.4.1.1.1. the Company shall, on behalf of the Supplier, invoice the Customer which invoice shall be paid to the Company prior to the Supplier providing any Customer Services to the Customer;
- 7.4.1.1.2. once the Customer has made payment of the full amount, such amount shall be held in escrow;
- 7.4.1.1.3. upon the Customer Services having been completed, the Supplier will fill in the completion form on the Platform which shall notify the Company that the Customer Services have been rendered; and
- 7.4.1.1.4. The Company shall within twenty-one (**21**) days upon receipt of the completion form by the Supplier, make payment to the Supplier in respect of the Customer Services directly into the Supplier's bank account, less the Company's administration fee in respect of the Company Services as provided to the Supplier.

7.4.2. Legal Entity:

- 7.4.2.1.1. the Supplier shall notify the Company that the legal entity has engaged it in respect of Customer Services to be rendered, together with the amount pertaining thereto;
- 7.4.2.1.2. upon the Customer Services having been completed, the Supplier will fill in the completion form on the Platform which shall notify the Company that the Customer Services have been rendered;

7.4.2.1.3. the Company shall invoice the legal entity on behalf of the Supplier in arrears during its next billing run, which billing run occurs twice a month; and

7.4.2.1.4. The Company shall within **21** days upon receipt of the payment by the Customer, make payment to the Supplier in respect of the Customer Services directly into the Supplier's bank account, less the Company's administration fee in respect of the Company Services as provided to the Supplier.

8. COST AS SET BY THE SUPPLIER

8.1. The Supplier is at liberty to charge a Customer any amount that it wishes, and the Company shall not be involved in any price negotiations or mediations between a Supplier and a Customer.

8.2. The Company shall also not penalise one Supplier on the Platform for charging less than another Supplier for the same or a similar Customer Service.

8.3. The Supplier undertakes not to enter into negotiations with a Customer regarding the provision of the Customer Services outside of the Platform, thereby circumventing payment of its fee to the Company. In the event of a Supplier wishing to liaise directly with a Customer or Customers then the Supplier is referred to what is set out in the General Website Terms and Conditions as to the procedure in which this is to be implemented.

9. PERFORMANCE OF THE CUSTOMER SERVICES

9.1. The Supplier and the Customer shall liaise directly with each other through the Platform as to the exact specifications of the Customer Services, the date that such Customer Service is to be performed, the time line anticipated in respect thereof as well as the amount to be

charged by the Supplier. The Company does not form party to any of these negotiations or discussions.

9.2. The Supplier shall either be bound by the Customer's terms and conditions, alternatively if the Customer does not have a standard set of terms and conditions which it wishes to implement, then the industry standard terms and conditions shall govern the relationship between the Supplier and the Customer. To the extent that a conflict arises between these Supplier Terms of Service and a Supplier's own terms, the provisions herein shall prevail to the extent of such inconsistency.

9.3. The onus shall be on the Supplier to familiarise itself with such terms and conditions and act in accordance therewith.

10. **UNDERTAKINGS BY THE SUPPLIER**

10.1. The Supplier warrants that it shall at all times ensure that:

10.1.1. the information as contained on the Platform insofar as it pertains to the Supplier is current and correct;

10.1.2. a Supplier shall not misrepresent itself or the qualifications that it holds in an attempt to provide Customer Services that it is not able to perform; and

10.1.3. a Supplier shall inform the Company of all Customer Services it performs as garnered through the Platform.

10.2. Failure by a Supplier to uphold these undertakings will be deemed to be a breach of this Supplier Terms of Service, and may, at the Company's discretion, result in the termination of same.

11. **PROTECTION OF DATA**

11.1. The Company makes all reasonable efforts to ensure security on its systems. However, it cannot guarantee that Personal Information, alternatively any data uploaded onto the Platform may not be accessed,

disclosed, altered or destroyed by breach of the Company's administrative, managerial and technical safeguards. Therefore, the Company urges the Supplier to take adequate precautions to protect its personal data and login details including never sharing its password with anyone.

12. **COPYRIGHTS**

- 12.1. The contents of the Platform, apart from the Posted Content, are the property of the Company. Furthermore, the compilation (meaning the collection, arrangement, and assembly) of all content on the Platform is that of the Company unless credit is attributed to the author thereof, and is, likewise, protected by South African and international copyright laws.
- 12.2. Except as stated in this Supplier Terms of Service, none of the contents of the Platform may be copied, reproduced, distributed, republished, downloaded, displayed, posted or transmitted in any form or by any means, including, but not limited to, electronic, mechanical, photocopying, recording, or otherwise, except as permitted by the fair use privilege under the South African copyright laws or without the prior written permission of the Company or the copyright owner, and further, should such consent be provided, the Company reserves its right to withdraw such consent at any stage, in its sole and absolute discretion.
- 12.3. The Supplier is expressly prohibited to include any hyperlink to any other Platform in any Posted Content uploaded to the Platform by the Supplier.
- 12.4. The Supplier, in providing a description of the Customer Services, is prohibited from using keywords or repetitive words or words which have no bearing on the Customer Services as provided by it on the Platform.
- 12.5. The Company does not permit copyright infringing activities and infringement of intellectual property rights on the Platform, and may at its sole discretion, remove any infringing content should same infringe on another's intellectual property rights or its own.

- 12.6. The Supplier is in terms of this Supplier Terms of Service, granted a limited, revocable, and non-exclusive right to create a hyperlink to the Platform, on condition that the link does not portray the Company or its affiliates in a false, misleading, derogatory, or otherwise offensive manner. The Supplier may not use the Company's logo or other proprietary graphic or trademark as part of the link without the express permission of the Company, its affiliates or content suppliers.
- 12.7. All trademarks and copyrights, together with any other intellectual property rights, in and to any of the content of the Platform, where not evidently that of the Supplier or a third party, are the exclusive property of the Company.

13. **POSTED CONTENT**

- 13.1. The Supplier warrants that:
- 13.1.1. all rights in and to any information ("Posted Content") uploaded by it (including, without limitation, all rights to the reproduction and display of such Posted Content) are obtained by the Supplier or, alternatively, all necessary rights in and to such Posted Content providing the rights in and to such Posted Content have been obtained;
 - 13.1.2. all necessary license fees, and other financial obligations, of any kind, arising from any use or commercial exploitation of the Posted Content have been paid prior to it being uploaded to the Platform;
 - 13.1.3. Posted Content does not infringe the copyright, trademark, patent, trade secret, or other intellectual property rights, privacy rights, or any other legal or moral rights of any third party;
 - 13.1.4. the Posted Content does not incorporate materials from a third-party website, or addresses, email addresses, contact information, or phone numbers (other than a Supplier's own);

13.1.5. the Posted Content does not contain any viruses, worms, spyware, adware, or other potentially damaging programs or files; and

13.1.6. the Posted Content does not contain any information that may be considered confidential, proprietary, or personal insofar as it relates to a third party.

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

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

14. LIABILITIES AND INDEMNITIES

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

14.2. Notwithstanding the foregoing, should the Company not be permitted to lawfully limit its liability as referred to in 14.1 above, the Company's aggregate liability for Losses arising out of or in connection with Customer Services or Company Services, shall be the fees as charged by

the Company in respect of such particular transaction.

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

15. NON-EXCLUSIVITY OF COMPANY SERVICES

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

16. BREACH

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

17. SURVIVAL

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

18. NOTICES AND DOMICILIUM

18.1. The Supplier and the Company choose as their respective domicilium citandi et executandi for the purpose of legal proceedings and for the

purpose of giving or sending any notice provided for or necessary of these Terms, the following:

18.1.1. The Company

52 Urania Street Observatory
Johannesburg
Gauteng 2198
Email: info@mytechiesa.co.za

18.1.2. Supplier

The address as provided during the registration process

18.2. Any notice given in terms of this Supplier Terms and Conditions shall be in writing and shall –

18.2.1. If delivered via email, on the date of dispatch;

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

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

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

19. VALIDITY

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

20. WHOLE AGREEMENT

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

21. **PREPARATION**

These Terms have been custom created for MyTechie South Africa (Pty) Ltd by the good folks at Legal Legends www.legallegends.co.za.