



# Customer Terms of Use

## 1. Introduction

These Terms of Use ('Terms') govern your access to and use of Kandua ("the Platform"), provided by Plus Ecosystem Ventures Pty Ltd. ('Company', 'we', 'our', or 'us'). The Platform allows individuals seeking home services ('Customers', 'your' or 'you') to describe your needs, receive professional matches, and connect you with independent service providers ('Pros'). By using the Platform, you agree to be bound by the terms contained in this document ('Terms').

## 2. How It Works

Customers describe their service needs through our AI-powered assistant. Based on your description and location, we may provide you with up to three matching Pro profiles or directly match you with a suitable, available Pro. To be connected, you must provide your contact details, which we will share only with the Pro you are matched to.

## 3. Matching and Recommendations

Our AI assistant helps identify the most relevant Pros for your needs. These matches are based on the information you provide and the Pro's location, service offerings, and availability. We do not guarantee or endorse any specific Pro, nor do we influence which Pro is selected.

Although we perform limited high-level screening checks on all service providers who join the Platform, **we strongly encourage customers to conduct their own due diligence in respect of the Pro you are matched to.** This would include, without limitation, reviewing the Pro's profile, ratings, and any publicly available information to ensure you are comfortable with the service provider you have been matched to before appointing the service provider to provide you with services.

#### 4. Sharing of Personal Information and data use

We collect and process your personal information to match you with Pros and facilitate communication. Your data is handled in accordance with our Privacy Policy, which is available on our website, We will not share your personal information with any third parties, save for where we are obliged to do by law. You may request access to or deletion of your data from this Platform at any time.

Your contact details will only be shared with the Pro you select (or are auto-connected to). By submitting a request, you consent to our sharing your personal information with the Pro in question and to being contacted by the matched Pro for purposes related to your request. You are solely responsible for the accuracy of the information you provide to the Platform.

**Please note:** Once your contact details are shared with a service provider, such information may be stored by the service provider on the provider's personal device. While we expect all Pros to use your information responsibly, in accordance with relevant laws applicable to the protection of personal information and only for the purposes of providing you with the services you have requested, **we cannot prevent a service provider from contacting you after a job is completed or using your personal information for any other purpose because this is beyond our reasonable control.**

#### 5. No Guarantee, Warranty or Endorsement

We do not provide any services and nor do we, supervise or guarantee any services provided by service providers. All services are delivered directly by Pros who are independent contractors, not employees or agents of our company. We do not endorse or verify the quality of any specific Pro's services, nor do we

guarantee or warrant any aspect of any of the services provided to you by a Pro. You are required to enter into with agreement with or transact directly with the Pro in question and you do so at your own risk.

We, furthermore, do not warrant the accuracy of any information listed on this Platform by a service provider. In the event that it transpires that any information provided by a service provider via this Platform is false or inaccurate in any way, we will not be liable for any damages, losses or expenses that may be suffered by you as a result of your reliance on any of the information provided by the Pro in question.

## **6. Reviews and Ratings**

You may place reviews and/or ratings about your experience with a specific Pro on the Platform. Reviews must be honest, respectful, and based on your actual experience. We reserve the right to remove reviews that violate our content standards.

## **7. Use of the Platform**

You agree to use the Platform only for lawful, personal purposes. You undertake not to provide information that is false or inaccurate, not to impersonate anyone, or attempt to misuse the Platform for any unauthorized activities. We may suspend or terminate your access to the Platform if you breach any of the Terms.

## **8. No Liability and Indemnity by Customer**

**Please note:** When you use this Platform, you are doing so entirely at your own risk. We will not be liable for any losses or damages arising from your use of the Platform or your interactions or engagements with Pros. You assume full responsibility for any agreements concluded with Pros or services requested from and provided by Pros.

By agreeing to these Terms, you indemnify and hold harmless Plus Ecosystem Ventures Pty Ltd. and its affiliates, officers, directors, employees, and agents from any claims, liabilities, damages, losses, and expenses, including reasonable

attorneys' fees, arising out of or in connection with your use of the Platform or your interactions with Pros.

## 9. **Dispute Resolution**

In the event of any dispute arising from or relating to these Terms or your use of the Platform, the parties agree to first attempt to resolve the dispute through good faith negotiations. However, if the dispute is not resolved through negotiation, the parties agree to submit the dispute for arbitration to the Arbitration Foundation of South Africa.

If you have a dispute with a Pro, you must resolve it directly with them. However, in instances where we deem it appropriate in our sole and absolute discretion, we may elect to facilitate resolution of the dispute through negotiation by means of limited mediation performed by us for a period limited to 14 calendar days after the dispute has arisen. While we may elect to provide this limited support in an effort to resolve the dispute, we are not responsible for the ultimate resolution or failure to resolve any such dispute with a Pro.

## 10. **Payments**

- **Payment Arrangement:** The Platform facilitates the connection between Customers and Pros. All payment arrangements and transactions for services provided by Pros are solely between you and the selected Pro. The Platform is not involved in any way with payment processing or collection.
- **Direct Payment:** Customers are responsible for negotiating and making payments directly to the selected Pro according to the terms agreed upon between them. The Platform does not set or control the rates charged by Pros.
- **Payment Disputes:** Any disputes related to payment, service costs, or refunds must be resolved directly between the Customer and the Pro. The Platform is not liable for any payment discrepancies or disputes.

## 11. **Cancellation and Rescheduling:**

- **Cancellation Policy:** Customers must communicate any service cancellations or rescheduling requests directly to the Pro as soon as possible. Pros may have their own cancellation policies, and Customers are responsible for understanding and adhering to those policies.
- **No Platform Responsibility:** The Platform is not responsible for any fees or penalties associated with cancellations or rescheduled appointments. These matters need to be resolved between the Customer and the Pro.

## 12. **Governing Law and Jurisdiction:**

These Terms shall be governed by and construed in accordance with the laws of the Republic of South Africa.

## 13. **Severability:**

If any provision of these Terms is held to be invalid, illegal, or unenforceable, the remaining provisions shall continue to be in full force and effect.

## 14. **Changes to These Terms**

We may update these Terms from time to time. We will notify you of material changes. Continued use of the Platform after changes means you accept the updated Terms. It is your responsibility to keep up to date with the updated Terms on our website.

## 15. **Contact**

If you have any questions or need support, contact us at [info@kandua.com](mailto:info@kandua.com).