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 **Head Office**
9 Somerset Rd
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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, then 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.

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

Collection of Personal Information and Purpose

We collect and process your data including personal information (as defined in the Protection of Personal Information Act of 2013 "POPIA") to match you with Pros and facilitate communication. By using the Platform, you agree to our Privacy Policy, which explains how we collect, use, and protect your personal information in accordance with POPIA, and which is available on our website <https://kandua.com/privacy-policy>. The personal information we will collect from you includes the following:

- **Name and surname** – To identify users, personalise communication, and facilitate bookings.
- **Email address** – To send booking confirmations, service updates, and marketing (if consented).
- **Physical address** – To match homeowners with local service providers and for billing purposes.
- **Phone number** – For service coordination between customers and providers.
- **Payment/billing information** – To process payments securely.
- **Geolocation data** – To suggest local providers and improve matching accuracy.

Sharing of Personal Information

Kandua may share personal data with carefully selected third parties, limited to what is necessary for the purpose as stipulated in our Privacy Policy.

Your contact details will only be shared with the Pro auto-connected to. By submitting a request, you consent to sharing your personal information with the Pro in question and to being contacted by the matched Pro for purposes related to your request.

Your Rights

In addition to the rights already set out in Kandua Privacy Policy, you also have the right to:

- **Object** to the processing of your personal information, including where such processing is carried out for direct marketing purposes.
 - Upon receiving a valid objection, Kandua will stop processing your personal information for the specified purpose, unless we can demonstrate compelling legitimate grounds for the processing, or where the processing is necessary for the establishment, exercise, or defence of legal claims.
- **Withdraw consent** previously provided for processing of personal information, where applicable.
- **Lodge a complaint** with the Information Regulator if you believe Kandua has interfered with the protection of your personal information or has otherwise acted inconsistently with applicable data protection laws.

You may request access to or deletion of your data from this Platform at any time.

Contact Details for Exercising Your Rights

As outlined in our Privacy Policy, you may contact our appointed **Information Officer** regarding any questions, concerns, or requests relating to your personal information.

Information Officer: Vinolan Pillay, CEO, Plus Eco System Ventures

Email: escalations@kandua.com

Phone: 010 142 1480

Postal Address: 9 Somerset Rd, Green Point, Cape Town, 8001

Should you feel your request has not been properly addressed you can lodge a complaint with the **Information Regulator** in South Africa:

Website: <https://inforegulator.org.za>

Email: complaints.IR@justice.gov.za

Security Measures

We take the protection of your personal information seriously and will take appropriate technical and organisational information security measures to keep your information secure, accurate, current, and complete. However, you are responsible for the accuracy of the information you provide to the Platform and for informing us promptly if your information changes. Our safeguards include secure data storage, encryption where appropriate, access controls, regular system monitoring, and staff training on data protection practices. While we work to protect your personal information, no method of transmission over the Internet or method of electronic storage is 100% secure, and we cannot guarantee absolute security.

For more detailed information on the security measures we employ, please refer to our **Privacy Policy**.

Cross-border transfer

We will not send your personal information to service providers outside of South Africa for storage or processing on our behalf. We will not send your information to a country that does not have information protection legislation similar to that of South Africa, unless we have ensured that the recipient agrees to effectively adhere to the principles for processing of information in accordance with POPIA.

Sharing of Contact Details with Service Providers (Pros)

When you request a service through the Platform, your contact details and relevant job information will be shared with the appointed service provider (“Pro”) for the sole purpose of enabling them to deliver the requested services. Once your contact details are shared with a Pro, they may store this information for the purpose of providing the services you requested. We require all Pros to handle your personal information in accordance with POPIA, including implementing appropriate safeguards and using the information solely for service delivery.

Plus Ecosystems acts as the **Responsible Party** in respect of your personal information, and each Pro is appointed as an **Operator** under the service contract. These contracts require Pros to:

- Process personal information only on your documented instructions and only for the agreed purpose;
- Maintain appropriate technical and organisational safeguards to protect your personal information;
- Comply with all applicable personal information protection laws; and
- Refrain from any unauthorised further processing of your personal information.

While some Pros may store your details on their own devices in the course of providing services, we take reasonable steps to ensure they comply with their contractual and legal obligations. Any misuse, unauthorised retention, or processing of your personal information by a

Pro is considered a breach of their obligations to Plus Ecosystems, and we will take appropriate action in line with applicable laws and our contractual rights.

5. No Guarantee, Warranty or Endorsement

We do not provide any services 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 an 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, whether directly or indirectly, 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

10.1 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 Pro. The Platform is not involved in any way with payment processing or collection.

10.2 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.

10.3 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.

10.4 Platform Payment Policies : Where payments, refunds, cancellations, or chargebacks are facilitated through the Kandua Platform or are otherwise subject to Kandua's payment processes, such matters are governed by Kandua's Payment, Refund & Chargeback Policy, which forms an integral part of these Terms.

By proceeding with any payment through the Platform, you confirm that you have **read, understood, and accepted** Kandua's Payment, Refund & Chargeback Policy. In the event of any inconsistency between these Terms and the Payment, Refund & Chargeback Policy, the **Payment, Refund & Chargeback Policy shall prevail** in respect of all payment-related matters.

Nothing in this section alters the independent contractor relationship between Customers and Pros, nor does it make Kandua a party to the underlying service agreement between you and a Pro.

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. Any updates to our Terms will be communicated with all clients where possible or available on our website for review

15. Contact

If you have any questions or need support, contact us at info@kandua.com.