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# Pro 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 enables registered home service providers ('Providers', 'Pros', 'you' or 'your') to be matched to job opportunities, and showcase their businesses through public profiles. By using the Platform, you agree to be bound by the Terms.

## 2. Overview

The Platform allows registered Pros to:

- Create a public profile to collect customer reviews;
- Receive job opportunities generated through our marketplace (optional, if verification requirements are met);

The use of the term "customer" anywhere in these Terms, includes, for the avoidance of doubt, customers connected to you via this Platform as well as all your customers that pre-existed the use of this Platform or that have subsequently become your customers by any means other than via this Platform.

**Please note:** As a general principle, we only facilitate engagement between you and your customers and we are, accordingly, never party to any transactions between you and any of your customers. Furthermore and for the avoidance of doubt, we do not have any control over any decisions made by a customer and any decision of whether or not to appoint you to deliver any services to any customer is entirely within the sole and absolute discretion of the relevant customer.

## 3. Eligibility and Account registration

To use the Platform, you must:

- Be at least 18 years old and legally able to work in South Africa;
- Be suitably qualified to perform the services being offered.

- Provide accurate information pertaining to the company or other legal entity under which you operate (if not a sole proprietor) and accurate information relating to the services being offered including, without limitation, service history;
- Submit identity, banking, and qualification documents when required in order to access certain features;
- Accept responsibility for the accuracy and legality of any documents submitted, including those of your employees or business partners.

**Should any of these details change, you must notify us of the relevant change and provide updated details or, in the event that any consent, license, permit, or authority in terms of which you are permitted to provide the services as contemplated in these Terms is for any reason no longer valid, you must provide us with the necessary valid documentation to ensure that you enjoy continued access to the Platform.**

**You are responsible for maintaining the confidentiality of your account credentials and for all activities that occur under your account.**

**You may not transfer ownership of your registered account to another individual or business. Additionally, only verified individuals who are formally registered as employees or partners of your business linked to your profile may carry out jobs on behalf of that account.**

Making use of unregistered individuals to perform services that you are offering will constitute a breach of these Terms and may result in suspension or removal from the Platform in our sole and absolute discretion.

#### **4. Public Profiles and Submitted Information**

We create a public profile for you based on the information you provide. This profile showcases your services, location, business name, customer reviews, and optional media such as photos, descriptions of your services, or fees. If we verify your identity, qualifications, or criminal background, we may add a verification badge to your profile.

We will not share sensitive documents like ID documents, criminal background checks, company registration documents, certificates and bank details with third parties. The only information you have shared with us that may be shared with Customers is your identity and contact details and by using this Platform you consent to us sharing your identity and contact details with customers.

We reserve the right to remove content that violates our internal governance policies. We may remove or restrict access to any content that we, in our sole and absolute discretion, believe breaches these Terms or is in contravention of any applicable law.

By submitting content to your profile, you grant us a non-exclusive, royalty-free, worldwide license to use, display, and distribute that content solely for the purposes of operating and promoting the Platform. Ownership of your content placed on the Platform remains vested in you.

We are not responsible for verifying or endorsing the accuracy, completeness, or legality of the content you have shared on the Platform, including public profiles. You alone are fully responsible for the nature, quality and accuracy of any information that you share on the Platform. You may request access to or deletion of any of your data shared on the Platform at any time.

**Please note:** In the event of a dispute arising between you and a customer, we will not become involved in any way with resolving or facilitating the resolution of such dispute, save for where we deem it appropriate in our sole and absolute discretion, we elect to facilitate resolution of a dispute by means of limited mediation for a limited period as contemplated in clause 13. However, such a dispute must ultimately be resolved exclusively between you and the customer. You, as the registered account holder whose profile was used to obtain the job in question, will be fully liable to the customer to whom you have provided services for any alleged wrongdoing. This includes, without limitation, any actions or conduct by individuals acting on your behalf, whether actually or ostensibly.

## **5. Verification and Documentation**

In order to receive distributed jobs from the Platform, we may require the following (if not already provided under clause 3 above):

- Proof of identity
- Proof of legal work eligibility (e.g., work permit)
- A criminal background check
- Company registration documents
- Tax registration or clearance documents
- Qualifications, certifications or registrations relevant to the services you offer; or proof of experience

You warrant that you are authorized to submit these documents, including any that pertaining to your employees or business partners. .

## **6. Kandua Jobs and Matching**

We may distribute customer job requests to registered Pros and may charge commission or fees as agreed to between us and Providers from time to time. To qualify, you must pass identity, qualification, and eligibility checks. If you submit employee or business partner documents, you confirm you are authorized to do so and assume full responsibility for any work performed by such employees or business partners. Job matches are based on services offered and/or verified, as well as your location.

## 7. Code of Conduct

You agree to:

- Act professionally and in accordance with the appropriate industry standards applicable to the services you provide.
- Treat customers fairly and charge rates that are fair and commensurate with the type of services you are providing.
- Deliver services safely and legally
- Not engage in fraud, abuse, or illegal conduct

We may, in our sole and absolute discretion, suspend or terminate your access to the Platform if we receive a serious complaint from a customer or if you breach any of these Terms.

## 8. Service Levels and Operating Standards

Kandua service providers operate in accordance with **role-specific service level standards (“SLAs”)** applicable to their level of access, vetting status, and participation within the Platform. These SLAs form part of Kandua’s internal operational and governance framework and may differ between categories of service providers or job types.

SLAs are **not fixed** and may be updated, amended, or replaced by Kandua from time to time. Any material updates will be **communicated to service providers**, and the applicable SLAs may be requested at any time by contacting [info@kandua.com](mailto:info@kandua.com).

By accepting these Terms and continuing to access or use the Platform, you acknowledge and agree that **compliance with the applicable SLAs is a condition of your relationship with Kandua** and of your ongoing eligibility to receive job opportunities or platform features. Failure to meet applicable SLAs may result in **restricted access, suspension, or termination**, in accordance with these Terms and Kandua’s internal governance policies.

## 9. Role of the Platform

The Platform is used solely to facilitate transactions between you and the customer. We are not and will not at any time become a party to any transaction between you and the a customer. We do not take responsibility for any job allocations, payments, or service delivery outcomes. You are solely responsible for your relationship with the Customer as well as for the quality of the services you provide.

## 10. Payments, Payouts and Chargebacks

For the limited purpose of **facilitating payment processing only**, Kandua acts as **Merchant of Record** in respect of customer payments made through the Platform. This role is strictly

confined to the **collection, processing, settlement, and reconciliation of payments** and does **not** constitute Kandua being a party to, or assuming responsibility for, the underlying service agreement or transaction between the service provider and the customer.

All payments processed through the Platform are subject to Kandua's **Payment, Refund & Chargeback Policy**, as amended from time to time. Service providers acknowledge and agree that payouts may be **delayed, adjusted, reversed, or withheld** where required as a result of refunds, cancellations, disputes, chargebacks, suspected fraud, or compliance or regulatory obligations. Service providers further agree to **cooperate fully** with any investigation, information request, or process reasonably required in connection with such events.

## **11. Privacy and Data Use**

We will take all reasonable steps to ensure that your documents and personal information submitted to the Platform is securely stored. Any information you share with us will be treated as confidential and will only be used for the purposes of verification and compliance with these Terms. We will not share your information with third parties except as required by law. In the event of a complaint from a customer, we may share your identity and contact details only and only with the customer in question. For details, see our Privacy Policy which can be accessed on our website.

We may, from time to time, share your information with other entities within our group of companies for the purpose of informing you of company group products that you may be interested in. By using this Platform, you are consenting to us sharing your information with other entities within our group of companies only. We will not share your information with any third party who does not form part of our group of companies. For the purposes of this clause 9, "our group of companies" will mean any subsidiary or holding company of the company or any of their subsidiaries or holding companies, respectively.

We may provide or share limited customer information with you. You are obliged to treat all such information as confidential and may only use such information solely for the purposes of providing the services facilitated by this Platform and in accordance with these Terms. You are solely responsible for compliance with all applicable laws relating to the treatment of personal information belonging to customers, including, without limitation, compliance with the Protection of Personal Information Act 4 of 2013.

## **12. Suspension and Termination**

We may suspend or terminate your access to the Platform if:

- You breach any of these Terms;
- You fail any verification or compliance requirement;
- We determine, in our sole and absolute discretion, that your continued use of the Platform poses a risk to us, the Platform or any of its users.

- You commit any transgression as set out in our Transgression Policy provided to you during your onboarding process

### **13. No Liability and no Warranties**

- We are not liable for any direct, indirect, incidental, or consequential damages arising from your use of the Platform;
- We shall not be liable for loss or damage that you may suffer resulting from any engagements between you and a customer;
- We make no warranties or representations about the suitability, reliability, availability, or accuracy of the Platform;
- Your use of the Platform is entirely at your own risk.

### **14. Indemnity**

You hereby indemnify, defend, and hold harmless Plus Ecosystem Ventures Pty Ltd and all its affiliates, officers, directors, employees, and agents from and against any claims, liabilities, damages, losses, and expenses, including without limitation reasonable attorney's fees and costs, arising out of or in any way connected with your access to or use of the Platform, including any third party claims against us for any loss or damages suffered by any such third parties as a result of your use of the Platform.

### **15. 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 customer, 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 customer.

### **16. Intellectual Property Rights**

Ownership of all intellectual property rights in and to the Platform, including but not limited to software, logos, and content, vests in Plus Ecosystem Ventures Pty Ltd. Pros are granted a limited, non-exclusive, non-transferable license to use the Platform for its intended purpose. Pros may not use the Platform's intellectual property for any other purpose without explicit prior written consent.

## **17. Tax Responsibilities**

Pros are solely responsible for determining and fulfilling their tax obligations arising from the use of the Platform and transactions conducted through it. The Platform and/or Plus Ecosystem Ventures Pty Ltd will not be held liable for any tax-related issues.

## **18. Force Majeure Events**

Neither party shall be liable for any failure or delay in performance under these Terms to the extent such failure or delay is caused by events beyond their reasonable control, including but not limited to acts of God, natural disasters, war, terrorism, labor disputes, and government actions (Force Majeure Event).

## **19. Governing Law**

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

## **20. Severability**

If any provision of these Terms is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions of these Terms shall remain enforceable.

## **21. Changes to These Terms**

We may update these Terms periodically. You will be notified of material changes. Continued use of the Platform constitutes acceptance of the updated Terms. It is your responsibility to keep up to date with the updated Terms on our website.

## **22. Contact**

If you have questions or concerns about these Terms, contact us at [info@kandua.com](mailto:info@kandua.com).