

BOCO

Legal Terms and Policies

Website and Application · Coaches and Clients · Global

This single document contains the Terms and Conditions that govern use of the BOCO Platform, together with the two Schedules that form part of those Terms:

Part A — Terms and Conditions

Schedule 1 — Coach Credential Verification Process

Schedule 2 — Coach Payout Schedule and Process

Two further policies form part of these Terms and are published separately: the BOCO Privacy Policy and the BOCO Refund and Dispute Resolution Policy.

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Part A

Terms and Conditions

These Terms and Conditions govern all use of the BOCO website and application by Coaches and Clients worldwide.

1. Acceptance of These Terms

Welcome to BOCO. By accessing or using the BOCO website and application (the “Platform”), you agree to be bound by these Terms and Conditions (“Terms”). Please read them carefully before registering or using the Platform.

These Terms constitute a legally binding agreement between you and BOCO SA (Pty) Ltd (Registration No. 2025/967932/07), of 2 Highwoods, 10 Seventh Avenue, Highlands North, Johannesburg, Gauteng 2192, a company incorporated in the Republic of South Africa (“BOCO”, “we”, “us” or “our”).

These Terms apply to all users of the Platform, including Coaches and Clients, regardless of where you are located. These Terms include our Refund and Dispute Policy and must be read together with our Privacy Policy and our Refund and Dispute Resolution Policy, which form part of these Terms. **Schedule 1** (Coach Credential Verification Process) and **Schedule 2** (Coach Payout Schedule and Process) to this document also form part of these Terms.

If you do not agree to these Terms, you may not use the Platform. If you are using the Platform on behalf of a business or organisation, you represent that you have authority to bind that entity to these Terms.

2. Definitions

In these Terms, the following defined terms have the following meanings:

Term	Meaning
“BOCO”	BOCO SA (Pty) Ltd (Reg No. 2025/967932/07), the operator of the Platform.
“Platform”	The BOCO website and application at www.myboco.app, collectively.
“Coach”	A wellness, life, professional or other coach who is registered to the Platform and offers coaching services through the Platform.
“Client”	A registered user of the Platform, who accesses, or uses the Platform.
“User”	Clients and Coaches.
“Booking”	A confirmed coaching session between a Coach and a Client arranged through the Platform.
“Session”	A virtual coaching session delivered via a third-party video platform (e.g. Zoom, Google Meet or Microsoft Teams) in which services by the Coach are delivered to the Client.
“Session Fee”	The gross fee charged by the Coach for a Session, as listed on the Platform.
“Platform Fee”	The commission retained by BOCO from the gross Session Fee, currently set at 8%.
“Coach Earnings”	The net amount payable to the Coach being the Session Fee less the Platform Fee, subject to the Payout Schedule.
“PayGate”	The third-party payment gateway used by BOCO to process client payments.
“Payout Cycle”	BOCO’s bi-monthly EFT payment cycle for Coach Earnings, subject to completion of a session and the two-week holding period.

Term	Meaning
“Content”	Any text, images, videos, reviews or other material submitted to or published on the Platform by a User.
“CPA”	The Consumer Protection Act 68 of 2008.
“ECTA”	The Electronic Communications and Transactions Act 25 of 2002.
“POPIA”	The Protection of Personal Information Act 4 of 2013.
“GDPR”	The EU General Data Protection Regulation 2016/679 and/or the UK GDPR, as applicable.
“Personal Information”	Has the meaning given to it in POPIA and includes “personal data” as defined under GDPR.

3. Description of the BOCO Platform

BOCO is an online marketplace that connects Clients with Coaches across a range of wellness, professional and personal development disciplines. BOCO provides the technology, platform infrastructure and payment processing that enables these connections.

BOCO is a marketplace intermediary. BOCO does not employ Coaches, does not supervise coaching sessions, does not set session content or methodology, and is not responsible for the quality, accuracy, suitability or outcomes of coaching services delivered through the Platform. Each Coach is an independent service provider solely responsible for their coaching services.

BOCO does not provide video conferencing infrastructure. Virtual sessions are conducted via the third party video platform(s) as selected by the Coach. In-app video functionality may be introduced in a future version of the Platform.

BOCO is incorporated and operates from the Republic of South Africa. The Platform is available to Clients globally and to Coaches who meet BOCO's registration and verification requirements.

4. Account Registration and Eligibility

4.1 Eligibility — All Users

To register an account on the Platform, you must:

- Be at least 18 years of age. This minimum age applies globally without exception;
- Have full legal capacity to enter into a binding agreement under the laws of your country of residence;
- Provide accurate, current and complete information during registration and at all times thereafter; and
- Not be prohibited from using the Platform by any applicable law or these Terms.

4.2 Account Security

You are responsible for maintaining the confidentiality of your login credentials and for all activities that occur under your account. You must notify BOCO immediately of any unauthorised use of your account at support@myboco.app. BOCO is not liable for any loss or damage resulting from your failure to protect your account credentials.

4.3 Coach Registration Requirements

In addition to the general eligibility requirements above, Coaches must:

- Hold a recognised qualification or certification from an accredited professional coaching body;
- Successfully complete BOCO's credential verification process, including identity verification (KYC) and criminal background screening through our accredited third-party screening provider, before going live on the Platform;
- Agree to BOCO's Coach-specific terms, including the Platform Fee, Payout Cycle, and two-week holding period as set out in **Section 7**; and
- Maintain current professional accreditation and notify BOCO immediately if their accreditation status changes.

BOCO reserves the right to refuse or revoke Coach registration under any circumstances, including but not limited to where credentials cannot be verified, where a background check raises concerns, or where a Coach fails to meet BOCO's standards.

BOCO's verification of credentials does not constitute an endorsement of any Coach's services or guarantee of coaching outcomes.

The full verification process is set out in **Schedule 1** (Coach Credential Verification Process) to these Terms.

5. Coach Obligations and Responsibilities

By registering as a Coach on the Platform, you agree to:

- Provide accurate, honest and complete information on your profile, including qualifications, experience, accreditation and service offerings;
- Maintain your professional accreditation and notify BOCO immediately if your status with any accrediting body changes;
- Act with reasonable care, skill, and professional competence, adhering at all times to applicable industry standards, legal requirements, and the codes of ethics prescribed by relevant professional organisations;
- Not record, screenshot or broadcast any Sessions without the explicit prior consent of the Client;
- Use the Platform for lawful purposes only;
- Ensure that all profile content, images, marketing materials, and coaching resources uploaded to the Platform or used during Sessions do not infringe upon the intellectual property, privacy, publicity, or other proprietary rights of any third party;
- Honour all confirmed Bookings or provide timely cancellation notice in accordance with BOCO's cancellation policy;
- Conduct Sessions using a reliable, professional-grade video platform and maintain appropriate professional standards throughout;
- Not charge Clients outside the Platform for Sessions booked through BOCO, and not solicit or encourage Clients to circumvent the Platform's booking and payment system. Any attempt to bypass the Platform will result in the immediate closure of your account;
- Maintain appropriate professional indemnity insurance where this is standard practice or required by your accrediting body;
- Be solely responsible for your own tax affairs, including income tax on Coach Earnings. BOCO does not deduct PAYE or any other tax on your behalf;
- Comply with all applicable laws, professional ethical standards, and the CPA where applicable; and
- Indemnify and hold BOCO harmless against any claims, losses, damages, or legal costs arising from (a) any misrepresentation of your qualifications, credentials, or experience; and/or (b) any actual or alleged infringement of third-party intellectual property or proprietary rights caused by your profile content, materials, or services.

Coaches are not employees of BOCO. Nothing in these Terms creates an employment relationship, agency, partnership or joint venture between BOCO and any Coach. Coaches may provide services on other platforms

simultaneously and are not subject to exclusivity.

6. Client Obligations and Responsibilities

By registering as a Client on the Platform, you agree to:

- Provide accurate, current and complete information when creating your account, maintaining your profile and booking Sessions;
- Attend confirmed Sessions at the agreed time, or cancel strictly in accordance with the cancellation policy in **Section 7.5**;
- Treat Coaches with courtesy, dignity and professionalism at all times;
- Ensure technical readiness prior to every Session, which includes maintaining a stable internet connection, compatible hardware, and functioning audio/video equipment. BOCO is not liable, and refunds will not be issued, for Sessions missed or disrupted due to Client-side technical failures;
- Not record, screenshot or broadcast any Sessions, nor distribute, publish, or commercially exploit any Content or any other proprietary materials, documents, or resources shared by a Coach during or in connection with a Session, without the explicit prior written consent of the Coach;
- Strictly utilise the Platform's booking and payment systems for all interactions with Coaches met through BOCO. You must not solicit, suggest, or accept off-platform payments or circumvent BOCO's billing framework. Any attempt to bypass the Platform will result in the immediate closure of your account;
- Use the Platform and coaching services for lawful purposes only and never book a Session on behalf of a third party or minor; and
- Acknowledge that coaching is a professional support service and does not constitute medical, psychological, legal, therapeutic or financial advice (unless provided by a financial advisor for the explicit purpose of financial advice). Clients with specific clinical, legal, financial or other professional needs must seek appropriately qualified and registered practitioners. BOCO provides an intermediary marketplace and is not responsible for any personal, professional, or financial decisions made following a coaching interaction.

7. Bookings, Payments and Payouts

7.1 Making a Booking

Clients may search for and book Coaches through the Platform. A Booking is confirmed when: (a) the Client has selected an available Session from the Coach's available calendar; (b) payment of the Session Fee has been successfully cleared through the PayGate; and (c) BOCO has issued a confirmation notification to both parties. No Booking is confirmed until payment is successfully processed.

A confirmed Booking constitutes a direct, legally binding contract for services strictly between the Client and the Coach. BOCO is a marketplace intermediary, is not a party to this transaction, and bears no contractual liability for the delivery or outcome of the coaching services.

Selecting a calendar slot creates a temporary, short-term hold on the system to allow for payment processing. If payment fails, terminates, or times out, the hold is automatically released. BOCO is not liable for slots that become unavailable during the payment window or for simultaneous payment attempts that result in an overbooking; in the rare event of an unresolvable calendar conflict, BOCO will return the processing funds to the unsuccessful Client.

7.2 Session Fees and Platform Commission

Coaches independently set their own Session Fees on the Platform. The following applies to every confirmed Booking:

Item	Detail
Session Fee	Gross fee set by the Coach and displayed to the Client before booking. All displayed Session Fees must be entirely inclusive of all applicable taxes, including South African Value-Added Tax (VAT), where the Coach is a registered VAT vendor.
Platform Fee	8% of the gross Session Fee, retained by BOCO as its marketplace commission and for payment of PayGate and other platform related overheads.
Coach Earnings	92% of the gross Session Fee, payable to the Coach subject to the Payout Cycle and holding period.
VAT	BOCO is not currently VAT registered. BOCO will register for VAT when it becomes legally mandatory to do so in accordance with the Value-Added Tax Act 89 of 1991.
Currency	Session Fees are set and charged in South African Rand (ZAR). International clients pay in ZAR via the PayGate at the prevailing exchange rate. BOCO is not responsible for foreign transaction fees charged by your bank or card issuer.

7.3 Payment Processing

All Client payments are processed securely through BOCO's designated PayGate.

- Every Coach explicitly appoints BOCO as their limited commercial collection agent solely for the purpose of accepting, holding, and distributing Session Fees on the Coach's behalf.
- When a Client pays a Session Fee to BOCO via the PayGate, that payment constitutes complete legal satisfaction of the Client's financial obligation to the Coach for that Booking. The Client's legal liability to the Coach is discharged immediately upon successful payment confirmation.
- BOCO collects funds as the Coach's authorised agent, all revenue received into BOCO's corporate banking accounts constitutes commercial marketplace receipts belonging legally to BOCO, subject to a contractual debt obligation owed to the Coach. These funds do not constitute consumer deposits, nor are they held in an attorney-style trust account. BOCO is not a bank, financial services provider, or remittance utility.
- BOCO does not store, process, or view full credit card numbers or raw payment credentials. All transaction telemetry is handled strictly by the PayGate in accordance with Payment Card Industry Data Security Standards (PCI DSS).

7.4 Coach Payout — Bi-Monthly EFT Cycle

BOCO distributes verified Coach Earnings via Electronic Funds Transfer (EFT) into the South African bank account provided by the Coach, strictly adhering to a bi-monthly Payout Cycle and the following core parameters:

- A fixed 14-day security holding period applies to all transaction revenue, commencing on the calendar date the underlying Session was recorded as completed. This holding window serves as a fraud prevention, dispute resolution, and banking chargeback buffer.
- The 8% Platform Fee is automatically calculated and sliced from the gross Session Fee prior to processing the payout. Payout batches reflect net Coach Earnings only.
- Payout of Coach Earnings for any specific Booking is strictly contingent upon there being no active refund request, customer complaint, transaction review, or banking chargeback flagged against that transaction. Where an active dispute exists, the corresponding funds will be frozen on the Platform until a formal resolution is reached under **Section 15**.
- Verification and maintenance of valid South African banking details remain the sole responsibility of the Coach. BOCO accepts no liability for delayed payouts, misdirected transfers, or permanent financial loss resulting from inaccurate or outdated banking profiles submitted by a User.

Full details of the payout process, dates and conditions are set out in **Schedule 2** (Coach Payout Schedule and Process) to these Terms.

7.5 Cancellations

Cancellation rights are governed by the [BOCO Refund and Dispute Resolution Policy](#), which forms part of these Terms, and by the Consumer Protection Act 68 of 2008 (section 17 — right to cancel advance bookings). In summary:

Cancellation Notice Window	Client Refund Entitlement	Coach Payout Entitlement
More than 24 hours before scheduled Session start time.	Full refund.	No payout generated. The calendar slot is returned to the platform marketplace.
Less than 24 hours before scheduled Session start time.	50% minus the 8% Platform fee, net 42% Refund issued to Client.	Coach receives 50% of the standard Coach Earnings for that booking as compensation for lost opportunity.
No-Show (Client fails to log in within 15 minutes of start time).	0% Refund.	Coach receives 100% of standard Coach Earnings (minus the 8% Platform Fee).

- Coaches who cancel confirmed Sessions must notify Clients and BOCO with as much advance notice as possible but not less than 24 hours in advance. Repeated cancellations by a Coach will result in suspension or potential removal from the Platform;
- If a Client fails to join the Coach’s preferred third-party video platform session within 15 (fifteen) minutes of the confirmed start time, the Session is legally classified as a “No-Show.” The Coach is released from their obligation to wait, and the Client completely forfeits the Session Fee and is not entitled to any reimbursement for that Session; and
- Where BOCO cancels the Platform or suspends a Coach account, affected Clients will receive a full refund of any prepaid Session Fees.

Further details are set out in the [BOCO Refund and Dispute Resolution Policy](#).

8. Cooling-Off Period (ECTA Section 44)

In terms of Section 44 of the Electronic Communications and Transactions Act 25 of 2002 (“ECTA”), a Client who is a natural person is entitled to cancel any electronic transaction for services, without providing a reason and without incurring a contract penalty, within 7 (seven) calendar days calculated from the date on which the Booking confirmation was formally issued by the Platform.

In accordance with Section 42(2)(d) of ECTA, the 7-day cooling-off period does not apply to any Booking where the performance of the coaching services begins with the Client’s explicit consent prior to the expiration of the 7-day window.

By selecting, confirming, and paying for a Session that is scheduled to take place within 7 (seven) calendar days of the booking date, the Client explicitly waives their statutory ECTA cooling-off right. Any subsequent cancellation of such close-dated Bookings will be governed strictly by the standard marketplace cancellation fees outlined in **Section 7.5**.

To legitimately exercise a cooling-off right for an eligible far-dated Booking (where the underlying Session is scheduled outside the 7-day window), the Client must submit a clear, written notice of cancellation to support@myboco.app within 7 (seven) calendar days of making the booking.

Where a valid ECTA cancellation notice is received, BOCO will process a full refund of the processed Session Fee directly to the Client's original payment method within 30 (thirty) calendar days of receiving the cancellation notice, as prescribed by Section 44(3) of ECTA. No administrative or transaction cancellation fees, including Platform Fees will be levied for valid, statutory cooling-off cancellations.

9. Reviews and Ratings

Clients are encouraged to leave honest, first-hand reviews and ratings after completed Sessions. Reviews must be genuine, accurate and not false, misleading, defamatory or unlawful.

BOCO reserves the right to remove reviews that violate these standards, breach applicable law, or are determined to be fraudulent or fabricated. Coaches may not incentivise, encourage, coerce, threaten or manipulate Clients into leaving positive reviews or withdrawing negative ones. Any attempt to manipulate the review system may result in account suspension or termination.

10. Intellectual Property

10.1 BOCO Proprietary IP

The Platform, including its underlying source code, object code, software architecture, algorithms, user interfaces, visual designs, logos, trademarks, trade names, brand identity, databases, text, graphics, and audio-visual materials (collectively, "BOCO IP"), is the exclusive property of, or is licensed to, BOCO SA (Pty) Ltd. BOCO IP is protected under the South African Copyright Act 98 of 1978, the Trademarks Act 194 of 1993, common law rights protecting against passing-off, and all applicable international intellectual property treaties and conventions (including the Berne Convention and WIPO protocols).

- Subject to strict compliance with these Terms, BOCO grants Users a personal, non-exclusive, non-transferable, revocable, and limited license to access and utilise the Platform solely for its intended purpose of booking, managing, and executing coaching sessions.
- Users must not copy, reproduce, modify, decompile, reverse-engineer, distribute, sell, lease, or create derivative works of any BOCO IP. Furthermore, the use of automated systems, bots, spiders, scripts, or scrapers to extract data, text, or profile information from the Platform for commercial use, indexation, or the training of artificial intelligence systems is strictly prohibited without BOCO's explicit prior written consent.

10.2 User-Generated Content License

Users retain primary ownership of the intellectual property rights inherent in the text, data, profile biographies, photographs, resources, and reviews they submit or upload to the Platform (collectively, "User Content").

- By publishing User Content on the Platform, you grant BOCO a perpetual, irrevocable, worldwide, non-exclusive, royalty-free, fully paid-up, and sublicensable license to use, host, store, reproduce, modify, adapt, publish, translate, publicly display, distribute, and promote such content across any digital or physical marketing channels in connection with the operations, optimisation, and scaling of the BOCO marketplace.
- This license explicitly survives the deactivation, suspension, or deletion of your User account in respect of content that has been integrated into platform analytics, structural data, historical booking records, or aggregated customer reviews.
- You represent, warrant, and covenant that you possess the undisputed legal right, title, and authority to grant the foregoing license, and that no uploaded User Content infringes upon the copyright, trademark, patent, trade secret, privacy, or proprietary rights of any third party.

10.3 Unsolicited Feedback Assignment

If you submit ideas, feature requests, structural suggestions, architectural criticisms, or promotional concepts to BOCO regarding the Platform ("Feedback"), you acknowledge and agree that: (a) such Feedback is entirely non-confidential; (b) BOCO assumes no obligation of review, implementation, or return; and (c) you hereby irrevocably transfer and assign to BOCO all right, title, and interest globally in and to such Feedback, permitting BOCO to utilise, monetise, and deploy the concepts without restriction, attribution, or financial compensation to you.

10.4 DMCA and ECTA Section 77 Take-Down Notification

BOCO respects the intellectual property rights of third parties and operates as an intermediary host. In accordance with Section 77 of the Electronic Communications and Transactions Act 25 of 2002 ("ECTA"), any party who believes their intellectual property rights have been infringed by User Content hosted on the Platform may submit a formal, written Take-Down Notification to our designated IP compliance funnel at support@myboco.app.

The notification must include:

- The full legal name, physical address, and electronic contact details of the rightsholder or their authorised agent;
- Clear identification of the specific copyrighted work or trademark allegedly infringed;
- The exact URL link or system location on the Platform where the infringing material is located;
- A statement confirming that the complainant has a good-faith belief that use of the material is unauthorised; and
- A signature (digital or physical) executed by the rightsholder or their legal representative.

Upon receipt of a compliant statutory notification, BOCO will immediately remove or disable access to the disputed material and act in accordance with its regulatory safe-harbor obligations.

11. Prohibited Conduct

You may not use the Platform to:

- Impersonate any person or entity, or misrepresent your qualifications, identity or affiliation;
- Post false, misleading, deceptive or fraudulent information;
- Harass, abuse, threaten, stalk, defame or harm any other User;
- Circumvent or attempt to circumvent the Platform's booking and payment system, including by soliciting or accepting off-platform payments for Sessions booked through BOCO;
- Engage in any fraudulent, illegal or unauthorised activity;
- Upload, transmit or distribute viruses, malware or any other harmful or disruptive code;
- Scrape, copy, reproduce or commercially exploit any Platform content without BOCO's prior written consent;
- Violate any applicable South African law or the law of your country of residence; or
- Interfere with the security, integrity or performance of the Platform.

BOCO reserves the right to suspend or permanently terminate the account of any User who violates these prohibitions, without notice and without refund of any prepaid fees, where the violation is material.

12. Disclaimers and Limitation of Liability

The clauses below limit the legal risk and liability of BOCO, require you to assume certain commercial risks, and restrict your right to claim damages. Please read this section with care before utilising the Platform.

12.1 No Warranties

BOCO DOES NOT MAKE ANY PROMISES OR GIVE ANY WARRANTIES ABOUT THE PLATFORM. IN PARTICULAR, BOCO DOES NOT WARRANT THAT:

- THE PLATFORM OR THE CONTENT ARE VIRUS-FREE;
- THE PLATFORM IS ACCURATE, COMPLETE, OR FIT FOR A PARTICULAR PURPOSE;
- THE PLATFORM OR ANY CONTENT THEREON PROVIDES LEGAL, FINANCIAL OR PROFESSIONAL ADVICE OF ANY KIND;
- THE PLATFORM WILL BE CONSTANTLY ACCESSIBLE OR UNINTERRUPTED; OR
- THE PLATFORM WILL BE AVAILABLE AND ACCESSIBLE AT ALL TIMES.

12.2 Platform Intermediary

BOCO provides a marketplace platform only. BOCO does not make representations about the quality, suitability, accuracy or outcomes of any coaching service. Each Coach is independently responsible for the services they provide. Clients acknowledge that BOCO does not guarantee that a Coach's credentials remain continuously valid or that their advice is accurate, fit for a specific purpose, or legally compliant.

12.3 Platform Availability

BOCO strives to provide a reliable Platform but does not guarantee uninterrupted, error-free access. Scheduled maintenance, technical issues, force majeure events or circumstances beyond BOCO's reasonable control may result in downtime. BOCO will use reasonable efforts to provide advance notice of scheduled maintenance.

12.4 Limitation of Liability

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW (INCLUDING SECTION 48 OF THE SOUTH AFRICAN CPA), BOCO'S MAXIMUM TOTAL AGGREGATE LIABILITY TO ANY USER FOR ALL CLAIMS, LOSSES, DAMAGES, COSTS, OR CAUSES OF ACTION ARISING OUT OF OR IN CONNECTION WITH THESE TERMS, THE PRIVACY POLICY, OR THE USE OF THE PLATFORM SHALL BE STRICTLY LIMITED TO THE EXACT AMOUNT PAID BY THAT SPECIFIC USER FOR THE SINGLE CONFIRMED BOOKING DIRECTLY GIVING RISE TO THE INITIAL CLAIM.

BOCO SHALL UNDER NO CIRCUMSTANCES BE LIABLE TO ANY USER FOR INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF INCOME, PROFESSIONAL REPUTATIONAL DAMAGE, EMOTIONAL DISTRESS, LOSS OF DATA, BUSINESS INTERRUPTION, OR COMPUTER FAILURE.

Without limiting the generality of the above, BOCO assumes absolutely no civil, criminal, or regulatory liability for: (a) the direct or indirect actions, errors, professional malpractice, omissions, or misconduct of any Coach during or outside a Session; (b) any technical failures, cybersecurity breaches, privacy violations, data leaks, or unauthorised third-party interceptions occurring on or through independent video conferencing utilities (e.g. Zoom, Google Meet, Microsoft Teams); (c) operational downtime, security errors, or payment processing failures experienced by the PayGate provider; or (d) any personal injury, psychological distress, or financial loss resulting from a User's direct misinterpretation or execution of guidance received during a coaching interaction.

12.5 Consumer Protection Act and International Statutory Rights

Nothing in these Terms purports to exclude, restrict, or modify any statutory consumer rights or remedies possessed by a User under the Consumer Protection Act 68 of 2008 or ECTA that cannot lawfully be contracted out of. Crucially, nothing in this Section 12 excludes or limits BOCO's liability for death, personal injury, fraud, fraudulent misrepresentation, gross negligence, or wilful misconduct directly caused by BOCO's own corporate entities or employees.

If you access or use the Platform as a consumer residing in a jurisdiction where mandatory consumer protection laws, statutory guarantees, or implied warranties cannot be lawfully waived, restricted, or modified by contract, nothing in these Terms operates to exclude, limit, or override those statutory rights.

Where any provision within this Section 12 is determined to be invalid or unenforceable under the mandatory consumer frameworks of your country of primary residence, that specific provision will automatically be deemed modified to the absolute minimum extent necessary to comply with those local laws. The remainder of these Terms will continue in full force and effect.

In any jurisdiction where liability for a breach of a statutory guarantee or consumer protection right cannot be completely excluded but can be limited, BOCO's maximum liability to you shall be strictly capped, at BOCO's sole option and discretion, to the absolute minimum remedy permitted under that local legislation. This includes, where legally permissible, (a) the re-supply of the Platform services; or (b) the payment of the verified, reasonable commercial cost of having the Platform services re-supplied.

13. Indemnification

You agree to indemnify, defend and hold BOCO, its directors, officers, employees and agents harmless from and against any claims, losses, damages, costs and expenses (including reasonable legal fees on the attorney-and-own-client scale) arising from: (a) your use of the Platform in breach of these Terms; (b) any Content you submit to the Platform; (c) your violation of any applicable law; or (d) in the case of Coaches, any misrepresentation of your qualifications, credentials or experience.

This indemnity does not apply to the extent that any claim arises from BOCO's own negligence, fraud or wilful misconduct.

14. Data Protection and Privacy

BOCO processes personal information in accordance with POPIA, GDPR (where applicable), the Australian Privacy Act 1988 (where applicable), the CCPA/CPRA (where applicable), and all other applicable data protection laws. Our full [Privacy Policy](#) is available at www.myboco.app/privacy and forms part of these Terms.

By using the Platform, you acknowledge that BOCO will collect and process your personal information as described in the Privacy Policy. You have the right to access, correct, delete or object to the processing of your personal information as set out in the Privacy Policy.

15. Disputes Between Users

15.1 Direct Resolution First

BOCO is a marketplace intermediary and is not a party to the independent contract concluded between a Client and a Coach. Accordingly, in the event of a dispute, service failure, or dissatisfaction relating to a Session, the Client and Coach must first attempt, in good faith, to resolve the matter directly between themselves.

15.2 Escalation to Platform Adjudication

Where a dispute cannot be resolved informally within 14 business days after the scheduled Session, either party may formally escalate the matter to BOCO by filing a dispute ticket in accordance with the [BOCO Refund and Dispute Resolution Policy](#).

You explicitly acknowledge and agree that BOCO does not act as a formal arbitrator, legal mediator, or judicial authority. Instead, BOCO acts strictly as an administrative marketplace referee and will apply decisions strictly in accordance with these Terms.

BOCO's authority is confined entirely to determining the administrative allocation, withholding, refunding, or clawback of the disputed Session Fees held within our platform ecosystem, and managing corresponding platform

access privileges. BOCO will review system telemetry, chat logs, booking data, and written submissions impartially.

BOCO's administrative decision regarding the allocation of the disputed funds or the status of a User's account is final and binding strictly within the operational boundaries of the Platform.

15.3 Limitation of Liability for Dispute Decisions

BY UTILISING THE PLATFORM, BOTH COACHES AND CLIENTS EXPLICITLY RELEASE BOCO, ITS DIRECTORS, AND EMPLOYEES FROM ANY LIABILITY, CLAIMS, LOSSES, COSTS, OR DAMAGES ARISING DIRECTLY OR INDIRECTLY FROM BOCO'S GOOD-FAITH REVIEW, ADJUDICATION, ADJOURNMENT, REFUND DISTRIBUTION, OR RESOLUTION OF ANY USER DISPUTE.

BOCO's internal administrative determination does not constitute a formal legal judgement on the substantive legal merits of the dispute. If a User is dissatisfied with BOCO's administrative allocation of funds, they retain all statutory rights to pursue civil remedies against the other party (Coach or Client) in a court or statutory tribunal of competent jurisdiction, entirely at their own commercial expense.

15.4 External Consumer Jurisdictions

For transactions anchored in South Africa, users may approach external regulatory bodies, including the National Consumer Commission (NCC) at www.thencc.org.za or applicable industry ombudsmen, to the extent permitted under the Consumer Protection Act 68 of 2008.

For international Users, consumer rights complaints and marketplace disputes may be referred to the mandatory statutory consumer protection authorities, fair trading boards, or consumer tribunals established within your specific country, state, or territory of primary residence.

16. Governing Law and Jurisdiction

These Terms are governed by and construed in accordance with the laws of the Republic of South Africa. You agree to submit to the jurisdiction of the South African courts in respect of any dispute arising out of or in connection with these Terms or the Platform.

This governing law clause does not affect any statutory rights you may have under the mandatory consumer protection laws of your country of residence that cannot be excluded or limited by contract. BOCO acknowledges its obligations to consumers under the CPA (South Africa), GDPR (EU/UK), Australian Consumer Law (Australia), and CCPA/CPRA (California, USA).

17. Amendments to These Terms

BOCO may amend these Terms from time to time to reflect changes in our Platform, business model, or applicable law. Where changes are material, BOCO will provide at least 20 (twenty) business days' notice by publishing the updated Terms on the Platform and notifying registered Users by email. For EU/UK Users, material changes that affect your rights will be communicated at least 30 days before taking effect.

Your continued use of the Platform after the effective date of any amendment constitutes your acceptance of the revised Terms. If you do not accept the amended Terms, you must cease using the Platform before the effective date of the changes.

18. ECTA Section 43 Mandatory Disclosures

In compliance with section 43 of the Electronic Communications and Transactions Act 25 of 2002, the following information is disclosed:

Disclosure	Detail
Legal entity name	BOCO SA (Pty) Ltd
Registration number	2025/967932/07
Physical address	2 Highwoods, 10 Seventh Avenue, Highlands North, Johannesburg, Gauteng 2192, South Africa
Email address	support@myboco.app
Website	www.myboco.app
Description of services	An online marketplace connecting clients with professional coaches across wellness, life, business and personal development disciplines.
Session fees	Set by each Coach and displayed before booking confirmation. Fees are in South African Rand (ZAR).
Payment method	Secure PayGate: Card payments processed via PCI DSS-compliant PayGate.
Service delivery	Sessions are delivered virtually via third-party video platforms. Booking confirmation is issued by email immediately on successful payment.
Refund and returns policy	See BOCO Refund and Dispute Resolution Policy at www.myboco.app/refunds
Dispute resolution	BOCO internal process (see Section 15); National Consumer Commission: www.thencc.org.za

19. General Provisions

- **Entire Agreement:** These Terms, together with the Privacy Policy, Refund and Dispute Resolution Policy, and the Coach Credential Verification Process and Coach Payout Schedule and Process Schedules, constitute the entire agreement between you and BOCO relating to the Platform and supersede all prior agreements.
- **Severability:** If any provision of these Terms is found to be invalid, unlawful or unenforceable, that provision shall be severed and the remaining provisions shall continue in full force and effect.
- **No Waiver:** Failure by BOCO to enforce any provision of these Terms does not constitute a waiver of that provision or of BOCO's right to enforce it at a later date.
- **Assignment:** BOCO may assign its rights and obligations under these Terms without your consent. You may not assign your rights under these Terms without BOCO's prior written consent.
- **Force Majeure:** BOCO is not liable for any failure to perform its obligations arising from circumstances beyond its reasonable control, including acts of God, government actions, internet outages, or natural disasters.
- **Language:** These Terms are written in English. In the event of any conflict between an English version and any translated version, the English version prevails.

20. Contact Details

For questions about these Terms, to exercise any rights, or to contact us for any reason:

Contact	Detail
Entity	BOCO SA (Pty) Ltd, Reg No. 2025/967932/07
Email	support@myboco.app

Contact	Detail
Physical Address	2 Highwoods, 10 Seventh Avenue, Highlands North, Johannesburg, Gauteng 2192, South Africa
Website	www.myboco.app
Information Officer	Cindy Seabrook — support@myboco.app
National Consumer Commission	www.thencc.org.za 012 428 7000 ncc@thedti.gov.za
National Consumer Tribunal	www.thenct.org.za

Schedule 1

Coach Credential Verification Process

This Schedule forms part of the BOCO Terms and Conditions and is referred to in Section 4.3 of Part A.

1. Purpose

This Schedule sets out the process by which BOCO verifies the professional qualifications, credentials and identity of Coaches before they are approved to offer services on the BOCO Platform. The purpose of this process is to:

- Provide transparency to Clients in relation to the credentials of Coaches;
- Protect BOCO from reputational and legal risk associated with unqualified practitioners;
- Meet BOCO's obligations under its Terms and Conditions, Privacy Policy and applicable South African law; and
- Provide a consistent, auditable, fair and transparent onboarding experience for Coaches.

2. Scope

This process applies to all coaches who apply to offer services on the BOCO Platform, including:

- Founding coaches onboarded during Phase 1 of the platform launch;
- All coaches onboarded during Phase 2 and beyond; and
- Existing coaches who update or add new service categories.

This process applies to all coaching modalities offered on the Platform, including but not limited to: wellness, life, executive, career, financial, family, parenting and learning coaching.

3. Recognised Qualifications and Accrediting Bodies

BOCO requires all Coaches to hold a qualification or certification from a recognised professional body. The following is a non-exhaustive list of recognised institutions and bodies. This list will be updated from time to time.

3.1 South African and International Coaching Bodies

Accrediting Body	Abbreviation	Notes
International Coaching Federation	ICF	ACC, PCC or MCC designation accepted
European Mentoring and Coaching Council	EMCC	Foundation, Practitioner, Senior Practitioner or Master levels
Coaches and Mentors of South Africa	COMENSA	Registered Coach or Mentor designation
Association for Coaching	AC	Member or accredited coach
Global Coach Federation	GCF	Relevant certification
SABPP (SA Board for People Practices)	SABPP	Where coaching is within HR or people practice
Recognised SA university or NQF programme	NQF 5+	Relevant coaching or wellness qualification at NQF Level 5 or above

3.2 Other Professional Qualifications

Coaches offering services in specialised fields (e.g. financial wellness, nutrition, occupational therapy) may hold qualifications from relevant professional bodies such as:

- Financial Planning Institute of Southern Africa (FPI);
- Association for Dietetics in South Africa (ADSA);
- Health Professions Council of South Africa (HPCSA) — for health-adjacent professions; and
- South African Council for Educators (SACE) — for learning or education coaches.

4. Required Documents

All coaches must submit the following documents as part of the verification process. Documents must be clear, legible copies. BOCO may request original documents or certified copies where necessary.

4.1 Mandatory Documents (All Coaches)

Document	Acceptable Format	Notes
Government-issued ID or Passport	PDF / JPG	South African ID card, Smart ID or valid passport
Professional qualification certificate(s)	PDF	Certificate from recognised body listed in Section 3
Proof of current accreditation/membership	PDF	Membership certificate, letter or current registration confirmation
Banking confirmation letter	PDF	For payout processing — must match registered name
Professional profile photo	JPG / PNG	Clear, professional, recent photograph
Completed coach profile form	Online form	Via BOCO onboarding portal

4.2 Additional Documents (Where Applicable)

- CIPC Company Registration Certificate (if coaching under a registered entity); and
- VAT registration certificate (if VAT-registered).

5. Verification Process (Step by Step)

Step 1: Initial Application (Day 1–2)

- Coach submits application via the BOCO online onboarding on the BOCO platform and uploads required documents.
- Coach receives an acknowledgement email within approximately 1 business day of submission.

Step 2: Document Collection (Day 1–5)

- Operations team checks that all required documents have been received and are legible.
- If documents are incomplete, notification is sent to the Coach via the platform detailing outstanding items within 1 business day, allowing 5 business days for the coach to respond.
- If there is no response from the coach after 5 business days, the application is placed on hold and the coach is notified.

Step 3: Identity Verification (Day 3–7)

- Operations verifies the coach's identity document against the name on all other submitted documents.
- BOCO uses a third-party KYC service to verify identity.
- Any discrepancy between the ID and qualification documents must be queried in writing with the coach before proceeding.

Step 4: Qualification Verification (Day 3–10)

- Operations verifies the authenticity of qualification certificates by checking against the accrediting body's public register or member lookup where available.
- For ICF credentials: verify at icfcredentialcheck.org.
- For COMENSA: verify at comensa.org.za/member-search.
- For other bodies: direct email verification or public register search.
- Verification activity is documented (screenshot or email confirmation saved to coach file).

Step 5: Review and Decision (Day 10–14)

- Once all documents are verified, Operations prepares a summary review for each coach.
- Standard approvals: Operations approves and proceeds to Step 6.
- Edge cases or concerns: Operations escalates to the COO for a final decision.
- Refusals: notification is provided to the coach in writing via the platform, providing reasons and advising of the right to reapply if additional evidence can be provided.

Step 6: Activation (Day 14–21)

- Upon approval, the coach's profile setup is completed in their Coach profile on the BOCO platform.
- Coach receives a welcome email from BOCO confirming activation.
- A verification completion date is recorded in the coach's BOCO profile.

6. Ongoing Compliance and Re-verification

Coach verification is not a once-off event. BOCO requires ongoing compliance as follows:

- **Annual confirmation:** Coaches must confirm their accreditation status annually and submit updated membership certificates if applicable.
- **Lapsed accreditation:** If a coach's accreditation lapses, their profile will be suspended until renewed accreditation is confirmed.
- **Change in services:** Coaches who wish to add new coaching modalities must submit relevant additional qualifications.
- **Complaints:** If a client complaint raises questions about a coach's qualifications or conduct, BOCO may re-initiate the verification process.

7. Data Handling and Records

All documents and records collected during the verification process are personal information subject to POPIA. The following rules apply:

- All coach documents are stored in a secure, access-controlled digital environment.
- Access is limited to authorised members of the BOCO operations and compliance team.

- Verification records are retained for 5 years from the date of verification, as required by POPIA and BOCO's internal retention schedule.
- Documents are not shared with third parties except where required for identity verification services.

For further information on how BOCO processes coach data, please see the [BOCO Privacy Policy](#).

8. Consequences of Non-Compliance

Any coach who provides false or misleading documentation during the verification process, or whose accreditation lapses without notification, may be subject to:

- Immediate suspension of their BOCO profile;
- Termination of their Coach Agreement;
- Referral to the relevant accrediting body; and
- Legal action where applicable.

Schedule 2

Coach Payout Schedule and Process

This Schedule forms part of the BOCO Terms and Conditions and is referred to in Section 7.4 of Part A.

1. Purpose and Scope

This Schedule sets out the payout schedule, fee structure and payment process for Coaches. It is a binding commitment by BOCO to coaches and must be read together with **Part A** (Terms and Conditions).

This Schedule applies to all Coaches, regardless of modality, tier or network status.

2. BOCO Fee Structure

BOCO operates as a marketplace and earns a Platform Fee from each completed booking. The fee structure is as follows:

Component	Percentage	Example (R1,000 session)
Gross Session Fee (charged to client)	100%	R1,000.00
BOCO Platform Fee	8%	R80.00
Coach Earnings (paid to coach)	92%	R920.00

3. Payout Schedule

BOCO commits to the following payout schedule for all completed sessions:

Payout Frequency	Twice monthly (bi-monthly)
Payout Day	1st or 15th of the month — post mandatory 14 day hold period
Processing Cutoff	17th of the month for payment by the 1st; 30th / 31st of the month for payment by the 15th
Minimum Payout Threshold	R350 — payouts below this amount are rolled over to the next period
Payment Method	EFT direct to coach's South African bank account
Currency	South African Rand (ZAR)
Statement	Payout schedule viewable on the platform

Hold and payment dates by session completion date

Session completed	14-day hold ends	Payment date	Session completed	14-day hold ends	Payment date
1	14	15	16	29	1
2	15	1	17	30	1
3	16	1	18	1	15
4	17	1	19	2	15
5	18	1	20	3	15
6	19	1	21	4	15
7	20	1	22	5	15
8	21	1	23	6	15
9	22	1	24	7	15
10	23	1	25	8	15
11	24	1	26	9	15
12	25	1	27	10	15
13	26	1	28	11	15
14	27	1	29	12	15
15	28	1	30	13	15

Dates shown are days of the month.

4. Payout Process (Step by Step)

Step 1: Session Completion

A payout is triggered when a session is marked as completed on the Platform by the Coach. If a session is disputed, the payout for that session is held until the dispute is resolved (see **Section 7** of this Schedule).

Step 2: Payout Calculation

On the payout processing day, BOCO calculates the total Coach Earnings for all completed (and undisputed) sessions in the period. The calculation is: Gross Session Fee × 92% = Coach Earnings, and Gross Session Fee × 50% for sessions cancelled by Clients less than 24 hours in advance. The BOCO platform provides a payout schedule for the coach showing each session, the gross amount, the Platform Fee deducted and the net amount paid.

Step 3: Payment

BOCO processes EFT payment to the Coach's registered South African bank account. Payments will reflect in the Coach's account within 1–5 business days of the processing date, depending on the coach's bank.

Step 4: Statement

The payout schedule is available on the BOCO platform, detailing:

- Session date and Client;
- Gross session fee;
- BOCO Platform Fee (8%);
- Net Coach Earnings (92%);
- Total paid this period; and
- Running total for the current month (for the coach's own record-keeping).

5. Banking Details Requirements

To receive payouts, Coaches must provide and maintain current, accurate South African banking details. The following information is required to be provided when signing up as a Coach on the BOCO platform:

- Bank name;
- Account holder name (must match the name on the coach's verified ID);
- Account type (cheque/current or savings);
- Account number; and
- Branch code.

Coaches must notify BOCO of any changes to their banking details at least 5 business days before the next payout date. BOCO accepts a bank-stamped letter or a bank confirmation document as proof of banking details.

Security note: BOCO will never change a Coach's banking details based solely on an email request. Any change to banking details requires the Coach to submit a new bank confirmation letter and will be confirmed via a verification call to the coach's registered phone number. This is to protect against fraud.

6. Tax Obligations

BOCO pays Coach Earnings gross (before personal income tax). It is the Coach's sole responsibility to:

- Register as a provisional taxpayer with SARS if applicable;
- Declare all income earned via BOCO in their annual tax return;
- Pay any income tax, VAT (if VAT-registered) or other taxes due on their coaching income; and
- Maintain their own financial records as required by SARS (typically 5 years).

7. Held Payouts and Disputes

BOCO may hold a Coach's payout in the following circumstances:

- A Client has raised a dispute regarding the session;
- A refund has been requested and is under review;
- BOCO has reasonable grounds to suspect fraud, policy violation or misrepresentation;
- The Coach's banking details cannot be verified; or
- Required compliance documentation is outstanding.

BOCO will notify the Coach in writing (email) within 1 business day of placing a payout on hold, stating the reason. Held payouts will be released or forfeited at the next payout date post resolution.

8. Requesting a Payout Review

If a Coach believes a payout is incorrect, they may submit a payout review request to support@myboco.app within 10 business days of receiving their payout statement, with the subject line: "Payout Query – [Your Name] – [Date]". The request must include:

- The payout statement date in question;
- The specific session(s) in dispute;
- The Coach's calculation of the expected amount; and
- Any supporting documentation.

BOCO will review and respond within 5 business days. Where an error has occurred, BOCO will correct the payout in the next scheduled payout cycle.

9. Platform Fee Changes

BOCO commits to providing at least 30 (thirty) days' written notice to Coaches before any change to the Platform Fee. Coaches who do not accept a revised fee may close their account. Existing bookings made before the effective date of any fee change will be processed at the original rate.

10. Contact

For all payout queries, contact:

- **Email:** support@myboco.app
- **Subject line:** "Payout Query – [Your Name] – [Date]"

End of document. BOCO Legal Terms and Policies | Version 3.0 | Effective 1 August 2026