

MYTECHIE SOUTH AFRICA (PTY) LTD ("THE COMPANY") CUSTOMER TERMS AND CONDITIONS ("CUSTOMER TERMS AND CONDITIONS")

**THESE TERMS AND CONDITIONS ARE EFFECTIVE AS OF 2019-04-01
"EFFECTIVE DATE"**

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

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 Customer who makes use of the Customer Services as made available to the Customer 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 Customer shall carry the definition as set out in clause 2.3.3 below as the case may be, and governs the Customer's relationship with the Company and the Supplier.

- 1.3. Accessing and/or use of the Website or the Application after the Effective Date as set out above will signify that the Customer has read, understands, accepts, and agrees to be bound, and is bound, by the Customer Terms and Conditions, in such Customer's individual capacity and/or for and on behalf of any entity for whom the Customer utilises the Website or the Application. Further, the Customer represents and warrants that it has the authority to do so and that in the case of a Customer being a natural person, the Customer 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 Customer Terms and Conditions and Privacy Policy with prospective effect without prior notice to the Customers, and any revisions to the Customer Terms and Conditions 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 Customer Terms and Conditions. A Customer's continued use of the Website or the Application and/or the Customer Services will be construed as a Customer's consent to the amended or updated Customer Terms and Conditions, and will be conditional upon the Customer Terms and Conditions and Privacy Policy in force at the time of use. A Customer's only remedy, should such Party not agree to the Customer Terms and Conditions and/or the Privacy Policy, is to stop the use of the Website or the Application.
- 1.5. These Customer Terms and Conditions will apply fully and affect a Customer's use of the Website or the Application. By using this Website or the Application, a Customer agrees to accept the Customer Terms and Conditions as contained herein in full.
- 1.6. Should a Customer not agree to the terms contained herein, a Customer must immediately desist from using this Website and the Application.

2. **INTERPRETATION**

In these Customer Terms and Conditions:

- 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. "**Browser**" shall mean any person who visits any page of the Website or Application, whether by landing at the home page or any other page through use of a hyperlink of another website or by direct access to the Website and who has no intention of using the Website or Application, or has not yet registered as a Customer;
 - 2.3.2. "**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;
 - 2.3.3. "**Customer**" means the Browser who completes the registration process on the Website thus enabling such person or entity to make use of the Customer Services as provided by the Supplier through the Platform;
 - 2.3.4. "**Customer Services**" mean the services as provided to the Customer by the Supplier as set out in paragraph 5 below;

- 2.3.5. "**Customer Terms and Conditions**" means these terms and conditions.
- 2.3.6. "**General Website Terms and Conditions**" mean the general website terms and conditions which are to be read as if specifically incorporated herein, and which may be found [here](#);
- 2.3.7. "**Log in Details**" shall mean the Customer's unique username and password used to access the Platform;
- 2.3.8. "**Party**" or "**Parties**" means the Customer or the Company, or both, as the context implies;
- 2.3.9. "**Platform**" shall mean the platform(s) as owned, hosted and managed by the Company on which the Customer Services are offered and which shall include the Website together with the Application.
- 2.3.10. "**Privacy Policy**" means the Privacy Policy which is to be read as if specifically incorporated herein, which may be found [here](#); and
- 2.3.11. "**Supplier**" means the person or entity providing the Customer Services to a Customer through the use of the Website (such as a registered technician).
- 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 Customer Terms and Conditions.
- 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 Customer Terms and Conditions, the Customer 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 Customer Terms and Conditions and the General Website Terms and Conditions the terms herein shall prevail to the extent of any inconsistency unless expressly provided otherwise herein.

3. A CUSTOMERS'S AGREEMENT TO THESE TERMS

- 3.1. By agreeing to these Customer Terms and Conditions, the Customer also agrees to be bound by the General Website Terms and Conditions together with the Privacy Policy.
- 3.2. Subject to, and on the basis of a Browser's acceptance of the Customer Terms and Conditions, and thus becoming a Customer, the Company grants the Customer a limited, revocable, non-transferable license to access and use the Platform in accordance with the various policies and agreements which may govern such use and access.

4. REGISTRATION PROCESS FOR A CUSTOMER

- 4.1. Only a Customer may make use of the Customer Services through the Platform.
- 4.2. In order to register as a Customer, a Browser will follow the registration process as provided through the Platform, be prompted to provide Log in Details as well as submit certain personal information which is set out in more detail in the Privacy Policy.

5. CUSTOMER SERVICES

- 5.1. The Company shall provide to the Customer the Platform through which the Customer may make use of the various Customer Services as offered by a Supplier through the Platform.
- 5.2. The Customer is able view the various Supplier profiles on the Platform;

- 5.3. The Customer is able to request Customer Services as proffered by various Suppliers on the Platform to be rendered to it, or on its behalf.
- 5.4. The ability to liaise directly with the Supplier as to the Customer's exact needs and budget for the Customer Services, and if necessary, negotiate a more favourable price than that initially put forward by a Supplier.

6. **PAYMENT**

- 6.1. Registration on the Platform is subject to: -
 - 6.1.1. a once off fee of eight thousand Rand (R8 000) and
 - 6.1.2. a monthly fee of five thousand Rand (R5 000)
- 6.2. fees may be adjusted by the Company from time to time.

7. **PAYMENT PROCEDURES**

- 7.1. 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:
 - 7.1.1. A private individual:
 - 7.1.1.1.1. 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;
 - 7.1.1.1.2. once the Customer has made payment of the full amount, such amount shall be held in escrow; and
 - 7.1.1.1.3. 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;

7.1.1.1.4. The Company shall within **21** days upon receipt of the completion form by the Supplier, release payment to the Supplier.

7.1.2. Legal Entity:

7.1.2.1.1. The Customer shall engage the Supplier of its choice through the Platform;

7.1.2.1.2. 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; and

7.1.2.1.3. the Company shall invoice the Customer (where applicable) on behalf of the Supplier in arrears during its next billing run, which billing run occurs twice a month. Payments are to be made by the Customer within 7 (seven) days of receipt of such invoice.

8. COSTS 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 in this regard.

8.2. 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.

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 Customer has the choice when engaging on the Platform whether to utilise its own 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 Customer Terms and Conditions and a Supplier's own terms, the provisions herein shall prevail to the extent of such inconsistency.

10. LIMITATION OF LIABILITY

- 10.1. As the Company only provides the Platform on which Suppliers and Customers do business, to the fullest extent permitted by law, the Customer agrees that the Company shall not be liable for any Losses however arising and whatever the cause in respect of the Customer 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 Supplier's misconduct, negligence and/or gross negligence.
- 10.2. Notwithstanding the foregoing, should the Company not be permitted to lawfully limit its liability as referred to in 10.1 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.
- 10.3. 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.

11. SURVIVAL

- 11.1. Clauses which out of necessity or by implication herein survive termination of these Customer Terms and Conditions, shall remain in full and effect despite the termination hereof.

12. **BREACH**

- 12.1. 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.

13. **VALIDITY**

- 13.1. 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.

14. **WHOLE AGREEMENT**

- 14.1. These Customer 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.

15. **DOMICILIUM CITANDI ET EXECUTANDI AND CONTACT INFORMATION**

- 15.1. The Customer 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 Customer Terms and Conditions, the following:

15.1.1. The Company

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

15.1.2. Customer

The address as provided during the registration process

15.2. Any notice given in terms of this Customer Terms and Conditions shall be in writing and shall –

15.2.1. if delivered via email, on the date of dispatch;

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

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

15.3. Notwithstanding anything to the contrary contained in this Customer Terms of Service, a written notice or communication actually received by a Party from another shall be adequate written notice or communication to such Party.

16. PREPARATION

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