

TERMS AND CONDITIONS OF USE

Last updated: June 2026

1. Introduction and Legal Terms

By accessing or using our website, www.hive-evo.com or any related platform or application (collectively, “**the Platform**”), or any of our services, you agree that you have read, understood, and agree to be bound to the terms and conditions contained herein (“**Terms**”). All rights in and to the content of the Platform always remain expressly reserved by Hive Evo (“**the Company**”).

These Terms explain the conditions applicable to how you will use the Platform. Please read these Terms carefully before using the Platform. We will assume you have read and understood these Terms if you continue to access or make use of our Platform.

Please pay specific attention to the **BOLD paragraphs** of these Terms. These paragraphs limit our risk or liability, constitute an assumption of risk or liability by you, impose an obligation on you to indemnify us or is an acknowledgement of any fact by you.

The terms “user”, “you” and “your” are used interchangeably in these Terms and accordingly refer to anyone using the Platform for any reason whatsoever. Accordingly, the terms “us”, “our” or “we” refers to the Company or our possession.

2. Our Services

What Our Platform Offers

The Company and its Platform is an online tutoring and assessment service and operates as a marketplace where students can view tutor profiles, calendars, rates, and (where available) ratings and reviews to book sessions for various subjects. The Company does not screen, vet, or endorse tutors, and students are responsible for selecting tutors based on the information made available on the Platform.

Our lessons are offered virtually only, using WhereBy.com or a similar platform, and we may also make online assessments available to students via the Platform. Tutoring sessions are personalised to the student’s needs and may relate to any lawful subject or topic that a tutor chooses to offer. The Platform does not prescribe, define, or limit the subjects that may be offered; tutors select and input the subject(s) they will teach as part of their tutor profile, and those subjects are displayed on the Platform and may be searchable/browsable by students.

The Platform may offer three potential legs of the Services, namely one-on-one tutoring, group lecture rooms, and tests/assessments. Group lectures may be presented in “passive” mode (viewers only) or “active” mode (interaction allowed), as indicated on the Platform for the relevant lecture.

Tutors will provide feedback on the lessons to provide guidance on the student’s progress and understanding.

(collectively, “**the Services**”)

Service Disclaimer

We offer tutoring and assessment services and therefore cannot guarantee the success, results, or pass rate achievable by any student. We cannot be held responsible for the results or outcome obtained by any student following tutoring lessons or assessments.

Please ensure you or an adult is present with your minor student during all tutoring lessons. Our tutors are not responsible for your minor student and cannot be held responsible for chaperoning minors or monitoring a house and/or household effects whilst tutoring.

Without limiting any other disclaimer or limitation in these Terms:

- live virtual lessons, group lecture rooms, chats, video/audio feeds, and other user-generated content are controlled by the relevant users (including tutors and students), and we do not monitor, control, or guarantee the legality, accuracy, or appropriateness

of anything said, shown, shared, uploaded, or otherwise communicated by any user during or in connection with the Services. You must not use the Platform or Services to display, share, request, or promote any unlawful, harmful, or inappropriate content or conduct, including hate speech, harassment, discrimination, indecent or sexually explicit content (including pornography), violence, threats, impersonation/false pretence, fraud, or any content that infringes any third-party rights.

- assessments (including any online tests, quizzes or similar tools) are provided for educational and informational purposes only and do not constitute professional advice;
- any results, scores, reports or feedback generated through the Services are indicative only and may be affected by the information provided by you or the student and/or the student's performance on the day;
- you are responsible for ensuring the student has a suitable device, software, internet connection and a safe, appropriate environment to participate in lessons and/or complete assessments, and we are not responsible for any interruption, delay, reduced quality or failure of the Services caused by connectivity issues, device limitations or third-party platforms;
- where the Services are delivered through or rely on third-party platforms or tools, we do not control and are not responsible for their availability, functionality, security or content; and
- we are not responsible for any loss, damage, cost or injury arising from reliance on any content, feedback or materials made available through the Services, except to the extent that such liability cannot be excluded by applicable law.
- To the maximum extent permitted by law, you agree to indemnify, defend, and hold harmless the Company (including its founders, employees, contractors, and partners) from and against any claims, complaints, demands, proceedings, losses, damages, fines, penalties, liabilities, costs, and expenses (including reasonable legal fees) arising out of or related to (i) any content you display, say, share, upload, transmit, or otherwise make available on or through the Platform or during any session, and/or (ii) your conduct in connection with the Platform or Services, including any allegation that such content or conduct was unlawful, harmful, defamatory, infringing, obscene/indecent, discriminatory, harassing, fraudulent, or constituted impersonation/false pretence.

3. **Registering a Profile with the Platform**

Creating a Profile/Account as a Student: To sign up to the Services, we require the student or the student's parent/legal guardian to create a profile/account on the Platform. Creating a profile/account is free of charge. We ask you to provide us with all the requested information in the on-boarding process.

Creating a Profile/Account as a Tutor: Creating a Profile/Account as a Tutor: To offer tutoring services through the Platform, you must create a tutor profile/account and provide the information requested during the on-boarding process (which may include your name, subjects offered, qualifications and/or experience, availability, and rates).

You may choose to upload a profile picture, which is optional. To maintain a controlled environment and the integrity of the Platform, you may not include direct links to external social media sites (including URLs, "link in bio" references, handles/usernames intended to direct users off the Platform, or similar) in your biography or any part of your tutor profile. We reserve the right to remove or edit non-compliant profile content and/or suspend or restrict your tutor profile/account in accordance with these Terms.

Minor Use: Any minor under 18 years of age, must have the consent of their parents or legal guardians to your use of the Platform and will be responsible for all their actions taken on the Platform and with the Services.

Email Verification: Email Verification: To maintain the integrity and security of the Platform, we implement email verification. When creating a profile/account, you must provide a valid email address and complete the verification steps we send to that email address in order to finalise

registration and/or access certain features of the Platform and Services. We may refuse, suspend, limit, or terminate any profile/account that is not verified, uses an invalid or inaccessible email address, or is suspected (in our reasonable discretion) to be automated, fraudulent, abusive, or created for improper purposes. You are responsible for keeping your email address current and for maintaining access to it.

Accurate Information: When signing up you agree to provide true, accurate, current, and complete information and to update this information as and when it changes. To protect your privacy and security, we take reasonable steps to verify your identity by requiring your password together with your email address to grant you access to your account and information. Please update your information yourself through your profile or contact us to view or change your personal information provided.

Warranty: By sharing your personal information with us, you warrant that the person using the Platform is you or you have the authority to act on behalf of a juristic entity. You are responsible for the information you provide, and all the actions taken on the Platform. Please see our Privacy Policy for more details on how we use and processes personal information.

Unlawful Access: Please let us know if you have reason to believe that your profile is no longer secure (for example, in the event of a loss, theft or unauthorized disclosure or use of your username, password, or any payment card information) to avoid possible liability for any unauthorized charges to your account.

4. **Bookings**

Students may view tutor profiles, availability calendars, and published rates and may request and/or book tutoring sessions through the Platform.

All tutoring sessions are provided virtually only (online) and no in-person sessions are offered.

Students may also choose to purchase and/or complete online assessments via the Platform at the cost displayed on the Platform/website from time to time, and such costs form part of the applicable fees payable for the Services.

5. **Cancellations and Postponements**

Cancellations: For any paid lesson (including lessons booked as part of a package or otherwise paid for), a 48 (forty-eight) hour non-cancellation window applies.

If you cancel a scheduled lesson less than 48 (forty-eight) hours before the scheduled start time, you will be charged a cancellation fee equal to 50% (fifty percent) of the applicable lesson fee (as displayed on the Platform at the time of booking and/or reflected in your package pricing), and you authorise us to debit and/or charge that amount using your selected payment method and/or to deduct it from any available lesson/package credits.

Cancellations made 48 (forty-eight) hours or more before the scheduled start time will not attract the 50% cancellation fee (subject to any other non-refundable fees stated in these Terms and/or on the Platform).

Postponements of Sessions: A student (or the student's parent/legal guardian) may request to postpone/reschedule a booked session only via the Platform (or via such other method as we may approve in writing) and must propose alternative dates/times based on the tutor's availability calendar.

A postponement only counts once it is confirmed on the Platform and shows as rescheduled/confirmed. If you ask to postpone less than 48 (forty-eight) hours before the session starts, we will treat it as a late cancellation and the 50% (fifty percent) cancellation fee may apply, unless we confirm in writing that you can postpone without a fee.

We may limit how many times you can postpone a session. We may also require you to rebook and complete the postponed session within a reasonable time (or within any package validity period shown on the Platform). If you do not, the session may be lost and treated as cancelled.

If the tutor is not available at the new times you suggest, you must choose another available time and/or a different tutor. If you do not, the booking will stay as originally scheduled.

If the tutor or the Company needs to postpone a session (for example due to unavailability, technical issues, illness, or an emergency), we will try to let you know and reschedule the session at no extra cost. You will not be entitled to a refund only because the session was postponed, unless the law says otherwise.

6. Missed Lessons

To maintain the integrity and safety of the Platform and Services, a user profile/account will automatically be made inactive (suspended) if the user:

Student lateness/no-shows: If a student joins late or does not attend a scheduled lesson for any reason, the lesson will still be charged in full and is non-refundable, and the tutor will be paid as normal. If the student has not logged into the lesson within 10 (ten) minutes after the scheduled start time, the tutor may end/leave the lesson without further obligation, and the lesson will be treated as delivered for payment purposes.

- If you cancel a scheduled lesson less than 24 (twenty-four) hours before the scheduled start time, you will be charged a cancellation fee equal to 100% (one hundred percent) of the applicable lesson fee (as displayed on the Platform at the time of booking and/or reflected in your package pricing), and you authorise us to debit and/or charge that amount using your selected payment method and/or to deduct it from any available lesson/package credits.
- receives 3 (three) reports/complaints of misconduct (including conduct that, in our reasonable discretion, breaches these Terms, the Lesson Etiquette requirements, or constitutes harassment, abuse, dishonesty, or inappropriate behaviour).

An inactive account is a suspension and not a deletion of the user's profile/account. Reactivation requires administrative review and action by the Company and may be granted or refused in the Company's sole discretion and may be subject to additional conditions (including verification steps or undertakings) before access is restored.

7. Payment Terms

Tutor Fees: Tutors may choose whether to accept payment for tutoring sessions (and any other paid Services) through the Platform using our designated payment methods, or privately/off-Platform. Where a tutor elects to be paid privately/off-Platform, payment terms (including timing, method, proof of payment, refunds, and disputes) are agreed directly between the tutor and the student (or the student's parent/legal guardian), and the Company is not a party to and is not responsible for such payment arrangements.

You acknowledge and agree that, where a tutor elects to use the Platform's payment service, the Company facilitates payments between users and tutors and may charge and retain an admin fee/service fee by deducting 15% (fifteen percent) of the applicable session fees (and any other charges disclosed on the Platform from time to time) before remitting the balance to the tutor.

Commission: Where a tutor elects to use the Platform's payment service, the Company may change its admin fee/service fee and/or the manner of calculation from time to time by updating the information on the Platform, and such change will apply to bookings made after the update.

Invoices: You will receive an invoice for any payments made which are also available in your account.

Limitation: Your right to use our Platform is subject to any limits we or your credit card issuer may establish. If payment cannot be charged to your payment card or a charge is returned for any reason, including chargeback, we reserve the right to either suspend or terminate your account and access to the Platform.

Secure Payments: We are committed to providing secure online payment facilities. All transactions are processed using an authorised payment service provider.

Refunds and Cancellations: Unless otherwise required by applicable laws, **the Company does not refund any fee which has been paid for any sessions. For paid services, there will be a 48-hour non-cancellation window, where users will be charged 50% of the lesson fee if they cancel within that period.**

8. **Materials and Equipment**

Tutors are solely responsible for sourcing, supplying, and maintaining all tutoring materials, content, and equipment required to deliver the Services (including, without limitation, lesson plans, textbooks, worksheets, stationery, software, hardware, a suitable device, and a stable internet connection).

The Company does not provide, reimburse, or guarantee the availability, quality, or suitability of any tutoring materials or equipment used by tutors, and the tutor remains responsible for ensuring that any materials they use or share during lessons are lawful, appropriate, and do not infringe any third-party rights.

9. **Responsibilities and Warranties**

Lesson Etiquette: When undertaking a lesson, students and/or parents agree that they will:

- provide all necessary information to the tutor and assist them in identifying the areas which the student needs specific tutoring and guidance with;
- attend all scheduled tutoring sessions and where unable to, cancel the lesson no less than one hour before its scheduled time;
- ensure they have all materials necessary for the session including textbooks, workbooks or assignments,
- participate actively with the tutor during the tutoring session;
- only use language that is appropriate and not offensive or discriminatory and treat the Tutor fairly and with respect;
- ensure that all their communications with a tutor are professional and appropriate and does not amount to any form of harassment or discrimination; and
- ensure that a parent or guardian is present during a lesson or that the student is comfortable continuing any lesson without the parent being present.

Tutor Conduct: Tutors must at all times:

- act professionally, respectfully, and in good faith when using the Platform and when delivering any virtual lessons, group lectures (whether “passive” or “active”), and/or assessments;
- tutors must: be punctual and prepared for scheduled sessions; communicate in a polite, non-discriminatory, non-harassing, and age-appropriate manner; maintain appropriate boundaries with students and avoid any conduct that could reasonably be considered grooming, exploitation, intimidation, or otherwise inappropriate;
- comply with all applicable laws and any guidelines or policies we publish on the Platform from time to time; refrain from requesting or sharing unnecessary personal information (including banking details) with students/parents/guardians;
- not record, screenshot, or otherwise capture any session or communications unless prior written consent has been obtained from the Company and all participants (and, where applicable, a parent/legal guardian), and such recording is permitted by law;
- not use the Platform or any lesson to promote unrelated products/services or solicit business outside the Platform; and promptly report any safety concern, suspected abuse, or misconduct to the Company.

We may, in our sole discretion, remove content, investigate complaints, and restrict, suspend (including by making a profile/account inactive), or terminate a tutor’s access to the Platform/Services for any breach of this clause or any other provision of these Terms.

Platform Warranties: by using the Platform and/or the Services, you warrant that -

- you have read and agreed to these Terms and will use the Platform and Services in accordance with them;

- you have not made any misrepresentations and the information provided in the registration process about you, is true, accurate and complete in every aspect;
- you are above the age of 18 (eighteen) years old and have the legal capacity to understand, agree with and be bound with these Terms. Where you are under the age of 18 you have the consent of your parent or guardian to use the Platform/Services who understands that they will be responsible for all your actions on the Platform and any associated expenses;
- you lawfully possess and submit all information to the Company for the use of the Platform and the Services and hereby indemnify the Company against any third-party claims that may arise due to the processing of the information shared by you with the Company;
- you will not post, upload, replicate or transmit any abusive content on the Platform or communicate with a tutor/student in a manner, that is or could reasonably be considered to be threatening, harassing, defamatory, abusive, racist, sexist, discriminatory, in breach of confidence, in breach of privacy or restrict any other user in any way from properly using the Platform or Services;
- you will not share any confidential information on the Platform or during lessons including banking or other personal information not made publicly available;
- you will not send any unsolicited electronic messages or use any software, routine or device to interfere or attempt to interfere electronically or manually with the operation or functionality of the Platform including but not limited to uploading or making available files containing corrupt data or viruses via whatever means or deface, alter or interfere with the front end 'look and feel' of the Platform or the underlying software code;
- you will not infringe the intellectual property or other rights of any third party or the Platform or transmit content that you do not own or do not have the right to publish or distribute;
- you will not use the Platform for any commercial purpose other than as expressly provided for by the Company herein;
- you will not use the Platform to breach any applicable law or regulation or perform or encourage any illegal activity including (without limitation) promoting or facilitating money laundering or financial crimes; and/or
- you will not facilitate or assist any third party to do any of the above,
- you acknowledge the Platform operates as a marketplace and that tutors and students may, by mutual agreement, arrange tutoring sessions and/or payments privately/off-Platform. Where any session and/or payment is arranged or made off-Platform, the Company is not a party to that arrangement and is not responsible or liable for any dispute, loss, damage, chargeback, non-payment, fraud, misconduct, injury, or other claim arising from or in connection with such off-Platform dealings;
- you will attend and participate in booked virtual sessions on time, and you are responsible for ensuring you have a compatible device, required software, and a stable internet connection to access the Services;
- you will not request, post, or include any direct links to external social media sites (including URLs, "link in bio" references, handles/usernames intended to direct users off the Platform, QR codes, or similar) in any profile biography or other user-generated content on the Platform;
- where you upload a profile picture or other content, you have all necessary rights, consents, and permissions to do so and such content will not infringe any third-party rights or violate any applicable law;

- you understand that assessments/tests and any results, scores, or feedback are provided for educational and informational purposes only, may be indicative, and must not be relied upon as a guarantee of academic performance or outcomes;

failing which, such action will automatically and immediately be deemed to be a material breach of these Terms, allowing the Company to manifest all of our rights in the case of breach, including but not limited to denying you access to the Platform/Services, reporting your actions to an applicable authority or instituting legal proceedings against you.

Connected Devices: The Platform is only available on compatible devices connected to the internet. It is your responsibility to obtain these devices and any connectivity necessary to use the Platform. We do not guarantee that the Platform, or any portion thereof, will function on any particular hardware or device.

Access to Platform in Breach: Without prejudice to any of our other rights (whether at law or otherwise), we reserve the right to deny you access to the Platform/Services where we believe (in our reasonable discretion) that you are in breach of any of these Terms.

10. Messages and Advertising

Data Messages between You and the Company

Data messages, including email messages, you send to us will be considered as received only when we acknowledge or respond to these messages.

Data messages we send to you will be regarded as received when the data message enters your email sever inbox and is capable of being retrieved and processed by you.

We reserve the right not to respond to any email or other data message that contains obscene, threatening, defamatory or otherwise illegal, unlawful, or inappropriate content, and to take appropriate action against the sender of such email or data message if necessary.

Messages sent over the internet cannot be guaranteed to be completely secure as they can be intercepted, lost, or corrupted. We are therefore not responsible for the accuracy or safety of any message sent by email or over the internet.

Hyperlinks, Deep Links, Framing

The Platform may include links to other websites ("**other sites**"). We do not own or endorse these other sites and are not responsible for the information, material, products, or services contained on or accessible through these other sites. Any hyperlinks do not imply any endorsement, agreement on or support of the content or products of these other sites.

We do not own the content on any other site which may be shown on the Platform. Should the owner of any content showcased on the Platform want the content to be removed, please contact us to request the removal of such content.

Your access and use of the other sites remain solely at your own risk and on the terms set by the operator of any other site.

11. Intellectual Property

Platform IP: Everything on the Platform (including the layout, text, images, videos, logos, trademarks, designs, data, software and the underlying code) is owned by, or licensed to, the Company (or its partners). This content is protected by law.

User submitted IP: You still own the content you provide to us. However, you give us permission (a non-exclusive, non-transferable licence) to use it on the Platform and to provide the Services.

No Modification of IP: Except for the limited rights given to you in these Terms, we keep all rights in the Platform content. **You may not copy, download, print, change, publish, share, sell, or redistribute any Platform content (or the underlying code), in whole or in part, unless we give you written permission (which we may refuse). You also may not use Platform content to (a) direct users to book or pay outside the Platform, or (b) share direct links to external social media or other external communication channels to bypass the Platform. If you**

break this rule, we (and/or the relevant rights owner) may take legal action and claim damages.

Updates: We may update or change the Platform and its content at any time, and we may suspend or stop the Platform, with or without notice. If you have already completed a transaction or function on the Platform, it will not be affected by a later suspension or termination.

Third Party IP: Some content may belong to third parties or be licensed to us. If so, you must follow any rules those third parties apply to that content.

User License: As long as you follow these Terms, we give you a limited, personal permission to access and view the Platform content for your own use. This does not give you ownership of, or any broader rights to use, our intellectual property unless we agree in writing.

12. **Indemnities and Disclaimers**

Disclaimers

The Platform and Services, including intellectual property appearing therein, are provided "as is" and "as available". We make no representations or warranties, express or implied, including but not limited to warranties as to the accuracy, correctness, or suitability of either the Platform or the Services.

All content, information, and/or opinions of users made available on the Platform in relation to any of the Services are those of the authors and not the Company. While we make every reasonable effort to present such information accurately and reliably on the Platform we do not endorse, approve, or certify such information, nor guarantee the accuracy or completeness of such information on the Platform.

The Company (including its founders, employees, contractors, and partners) is not responsible for any loss you may suffer (directly or indirectly) from information on the Platform, your use of the Platform, or any transaction, action, or decision you make because of the Platform or the Services.

The Company (including its founders, employees, contractors, partners, and affiliates) is not responsible for any costs, expenses, fines, or damages you may suffer (including loss of profits or other indirect or consequential loss) that result from using the Platform or from the Services being offered or facilitated through the Platform.

We take reasonable steps to keep the Platform secure. However, we cannot promise that the Platform will always work without interruptions or errors, or that it will always be free from bugs, viruses, or other harmful components. You use the Platform at your own risk and you should take your own precautions.

Indemnities

You indemnify and hold harmless the Company, its founders, contractors, employees, and partners from any demand, action or application or other proceedings, including for attorneys' fees and related costs such as tracing fees, made by any third party, and arising out of or in connection with your use of the Platform and/or Services offered or transactions concluded through the Platform in any way.

You agree to indemnify, defend, and hold the Company, its founders, contractors, employees, and partners harmless from any direct or indirect liability, loss, claim and expense (including reasonable legal fees) related to your use of the Platform/Services or the breach of these Terms.

This clause will survive termination of these Terms.

13. **Dispute Resolution**

Negotiation: Should any dispute, disagreement or claim arise between you and the Company concerning the use of the Platform or the Services, the parties shall endeavour to resolve the dispute amicably, by negotiation, and with the best interests of both parties in mind.

Mediation: Should these parties fail to resolve such dispute in the aforesaid manner or within such further period as the parties may agree to in their negotiation, the parties will approach an independent third party who shall mediate the discussions between them to find a mutually beneficial solution.

Arbitration: If the dispute is still not resolved after such mediation, the parties will commence and be party to binding and confidential arbitration in terms of the expedited rules of the Arbitration Foundation of Southern Africa (“**AFSA**”), with an arbitrator selected by the Company.

Jurisdiction: Notwithstanding the above, both parties' consent to the jurisdiction of an appropriate South African court. Either party may also always use the dispute resolution services of any applicable legislative tribunal or ombud, as provided for in applicable legislation.

No publication: The parties both agree that in no circumstance will either party publicise the dispute on any social media or other public platforms. The parties understand that any publicity of this nature can cause serious damage to the other party, which damage may result in a financial claim against the infringing party.

14. **Termination of Use**

IN ADDITION TO OUR OTHER RIGHTS HEREIN, WE RESERVE THE RIGHT TO RESTRICT, SUSPEND (INCLUDING BY MAKING YOUR PROFILE/ACCOUNT INACTIVE), AND/OR TERMINATE YOUR USE OF OUR PLATFORM/SERVICES IF YOU BREACH ANY OF THESE TERMS, OR FOR ANY OTHER REASON IN OUR SOLE DISCRETION PROVIDED THAT WE GIVE REASONABLE NOTICE TO YOU. ANY SUSPENSION/INACTIVATION IS NOT A DELETION OF YOUR PROFILE/ACCOUNT AND REACTIVATION (IF ANY) REQUIRES ADMINISTRATIVE ACTION BY THE COMPANY IN ITS SOLE DISCRETION.

If you wish to terminate your agreement with us and these Terms, you may do so by ending your subscription and/or use of our Platform. Such termination will however not have any effect on the continued and comprehensive functioning or legitimacy of any lawful rights which we may have at the time of said termination.

In the event of termination of your agreement with these Terms we will remove you from the Platform and delete your profile.

15. **Notices and Service Address**

Each of the parties chooses their service address for the purposes of the giving of any notice, the serving of any process and for any other purposes arising from these Terms as being:

- in the case of the Company, at 12 Stibitz Street, Westlake, Cape Town, Western Cape, 7945 or
- in the case of the user, at the e-mail, cellphone number, and/or address provided when registering with us.

Each of the parties will be entitled from time to time, by written notice to the other to vary its service address to any other address which is not a post office box or poste restante, provided that the change will become effective only 14 (fourteen) days after service of the notice in question.

Notwithstanding the above, any notice given in writing in English, and actually received by the party to whom the notice is addressed, will be deemed to have been properly given and received, notwithstanding that such notice has not been given in accordance with this clause.

16. **Company Information**

- **Site owner:** Heindrich Fritz
- **Legal status:** Private Company
- **Registration number:** 2026/423890/07
- **Platform address:** www.hive-evo.com
- **Email address:** info@hive-evo.com

- **Telephone number:** +31684721033
- **Registered address:** 12 Stibitz Street, Westlake, Cape Town, Western Cape, 7945
- **Postal address:** Same as above

17. General

Relationship Between the Parties: The relationship of the parties shall be governed by these Terms and nothing contained herein shall be deemed to constitute a partnership, joint venture, employer/employee agreement, agency agreement, or the like between them. No party shall by the reasons of the actions of the other party incur any personal liability as co-partner to any third party.

Force Majeure: If either party is prevented, whether in whole or in part, or delayed from performing any of its duties, functions or obligations under these Terms, whether timeously or at all, due to an event out of their control (which for the purposes hereof shall mean war, political riots, civil commotions, electrical load-shedding or surges, legal prohibitions or restrictions, epidemics, pandemics, governmental lockdowns, fire, floods or other similar natural disasters), then such failure shall not constitute a breach under these Terms, and the obligation to perform shall be suspended to the extent and during the continuance of such prevention provided that the parties shall use their reasonable commercial endeavours to minimise any delay occasioned

Change Without Notice: The Platform and these Terms are subject to change without notice. These Terms are updated or amended from time to time and will be effective once we upload the amended Terms to the Platform. Your continued access or use of the Platform constitutes your acceptance to be bound by these Terms, as amended. It is your responsibility to read these Terms periodically to ensure you are aware of any changes.

Entire Agreement: This document contains the entire agreement between the parties in relation to the subject matter hereof. Save as contemplated above, no alteration, cancellation, variation of, or addition hereto will be of any force or effect unless published on the Platform.

No Indulgence: No indulgence, leniency or extension of time granted by the Company shall constitute a waiver of any of the Company's rights under these Terms and, accordingly, the Company shall not be precluded as a consequence of having granted such indulgence, from exercising any rights against the client which may have arisen in the past or which might arise in the future.

Importation of Words: Words importing the singular will include the plural and *vice versa*. Words importing one gender will include the other genders, and words importing persons will include partnerships, trusts, and bodies corporate, and *vice versa*.

Headings as Reference: The headings to the paragraphs in these Terms are inserted for reference purposes only and will not affect the interpretation of any of the provisions to which they relate.

Governing Law: Your access and/or use of the Platform and/or the Services, any downloaded material from it and the operation of these Terms (including any transaction concluded pursuant thereto) shall be governed by and construed in accordance with the laws of the Republic of South Africa.

Failure to Pay: In the event of a client failing to pay any amount timeously or breaching these Terms, the client shall be liable for all legal costs (on the scale as between attorney and client) (including collection commission) which may be incurred by the Company in relation to the payment failure or breach.

Severability: Each sentence, paragraph, term, clause and provision of these Terms and any portion thereof shall be considered severable and if for any reason, any such sentence, paragraph, term, clause or provision is held to be invalid, contrary to, or in conflict with any applicable present or future law or regulation or in terms of a final, binding judgment issued by any court, it shall to that extent be deemed not to form part hereof and shall not impair the

operation of, or have any effect upon such other sentence, paragraph, term, clause or provision hereof as may otherwise remain valid or intelligible, which shall continue to be given full force and effect and bind the parties hereto.

Prohibited Provision: No term or condition of these Terms is intended to breach any peremptory provisions of any consumer protection legislation and any regulations thereto ("**Prohibited Provision**"). Any breach of any such Prohibited Provision shall be governed by the provisions above.