



Terms and Conditions

Version 8



Sirve Zone (Pty) Ltd

Terms and Conditions

This document outlines the terms and conditions of use of the SIRVE ZONE (PTY) LTD website, any associated applications as well as the use of and provision of goods/ services. Before proceeding, you are required to read, understand, and agree to these terms and that you intend to be bound by them. Your continued use of the site, associated application, and use/ provision of goods/ services means that you accept these Terms without qualification and intend to be bound thereby. If you do not intend being bound by these Terms, or by any future amendment thereof, please do not continue to use the site or associated applications.

Users:

- Subject to the right to comply with the terms of this agreement, the user is granted a non-exclusive, non-transferable, non-sharable, revocable licence to use the App in accordance with this agreement.
- This licence does not include any right to sell, copy, reproduce, distribute, publicly perform, or distribute or remove any proprietary rights, notices or markings or make use of the licence other than for the intended purpose.
- Prohibited conduct:
When making use of the App, the user agrees to make use thereof in accordance with these terms and conditions and the laws of the Republic of South Africa. The user is solely responsible for his/her conduct while assessing and/or using the App.
- When using the App, or associated services, **the user shall not:**
 - Engage in any harassing, threatening, intimidating, predatory or stalking conduct;
 - Use the platform to distribute any material that is defamatory, offensive, unlawful, contains hate speech or depicts any such actions.
 - Impersonate anyone or log into an account which you are not authorised to access;
 - Create multiple profiles;



- Use the App in any manner which may interfere, disrupt or negatively affect other users from fully enjoying the use of the App;
- Interfere or attempt to interfere with the service of a Service Provider to any user;
- Sirve Zone (Pty) Ltd shall not be liable for any direct, indirect or consequential damages caused by a Service Provider to a user. The user is herewith advised of the possibility of such damages and acknowledges that this reflects as an informed agreement as to the risks associated therewith between the parties, and that the user waives any claim s/he may hold against Sirve Zone (Pty) Ltd.
- Sirve Zone (Pty) Ltd further limits its liability and confirm that it will not be liable for any damages suffered by the user as a result of theft or damage by a Service Provider at the address of the user.
- The user confirms that it acknowledges that Sirve Zone (Pty) Ltd acts solely as an intermediary and its sole obligation is to ensure payment is made by the user to the Service Provider.
- Sirve Zone (Pty) Ltd reserves the sole and absolute right to remove a user from the App and/or system without any reason or warning. The user acknowledges that specific conduct that may trigger such removal may include, but not be limited to, where the user does not act in accordance with these terms and conditions; constantly cancelling appointments, writing bad reviews on the internet about Service Providers or indirectly keeping Sirve Zone (Pty) Ltd liable for non-performance/ poor performance by a Service Provider.
- Where a Service Provider does not to attend to an appointment as arranged with the user, Sirve Zone (Pty) Ltd takes no responsibility therefore and reserves its rights to make a refund to the user, taking into account whether the user had any contribution to the Service Provider not being able to provide a service or attend to an appointment.
- Sirve Zone (Pty) Ltd reserves the sole and absolute right to remove a user from the App and/ or system in the event that the profile is inactive for a period of six (6) months or longer.
- Inactive shall be understood to constitute no transactions taking place on that profile.



Service Providers:

- Sirve Zone (Pty) Ltd is not liable to ensure that users make use of the Service Provider's services.
- Sirve Zone (Pty) Ltd is solely an intermediary between introducing users and Service Providers, and the sole obligation on Sirve Zone (Pty) Ltd is to ensure that the user makes payment of the initial appointment fee.
- Sirve Zone (Pty) Ltd reserves the sole and absolute right to remove a Service Provider from the App and/or system without any reason or warning where the Service Provider does not act in accordance with these agreed terms and conditions. Sirve Zone (Pty) Ltd reserves its rights to remove Service Providers where their Services are sub-standard and where bad ratings are provided by users.
- The Service Provider hereby gives Sirve Zone (Pty) Ltd the necessary permission to distribute it/her/his personal information to do the necessary marketing of the Service Provider's services. This is as in accordance with the Sirve Zone (Pty) Ltd privacy policy.
- The Service Provider acknowledges that Sirve Zone (Pty) Ltd can amend any fees due and payable to it/her/him in accordance with the agreed commission structure and that Sirve Zone (Pty) Ltd will inform the Service Provider about the intended amendment with reasonable notice.
- The Service Provider takes full responsibility for all damages caused by it/her/his rendering a service, or inability to deliver a service, to a user and Sirve Zone (Pty) Ltd shall not be liable for any damages suffered by a user as a result of the negligence, gross or otherwise, of the Service Provider.

Reward system (Sirve Zone Chams)

- When a user creates a new account on the Sirve Zone platform, they receive 50 free Chams.
- Chams will be earned when a new user signs up for the platform by scanning an existing user's QR code, and proceeds to use the platform to order services.
- Chams can only be earned when a new user signs up by scanning an existing user's QR code.



- An existing user will earn Chams when the new user orders and pays for services on the platform, up to a maximum total of 10 service requests.
- Chams are earned at a rate of 5% of the transaction value that is ordered and paid for, and each cham is equivalent to R1.00.
- Should a new user cancel the transaction and receive a refund, all associated Chams will immediately be re-claimed by Sirve Zone (Pty) Ltd and it is explicitly acknowledged that no user shall have a claim against Sirve Zone (Pty) Ltd in this respect.
- Chams can only be redeemed to receive a discount on services listed on the Sirve Zone application/ website. This discount is applied at check out.
- Chams cannot be exchanged, transferred and/ or refunded.
- Chams cannot be redeemed for cash.
- Sirve Zone (Pty) Ltd reserves the right to remove any user profile created for the purpose of obtaining additional chams.
- In the event that a user profile is inactive for a period of six (6) months or longer, Sirve Zone reserves the right to re-claim the chams from the profile with no compensation to the User.

Promoters:

- Sirve Zone (Pty) Ltd reserves the sole and absolute right to remove a promotor from the App and/or system without any reason or warning where the promotor does not act in accordance with the agreed terms and conditions. Sirve Zone (Pty) Ltd reserves its rights to remove a promotor where they receive consistent bad ratings. The promoter acknowledges that this is subjective and within the sole discretion of Sirve Zone (Pty) Ltd.
- The promotor hereby gives Sirve Zone (Pty) Ltd the necessary permission to distribute her/his personal information in order to ensure effective marketing of the services of Service Providers to users. This is as in accordance with the Sirve Zone (Pty) Ltd privacy policy.



General:

All users, Service Providers and promoters hereby acknowledge that they confirm that they have been made aware of the fact that they can be removed from the App and/or system were they to submit fake and/or forged documentation.

These Terms constitute the entire agreement and understanding between you and SIRVE ZONE (PTY) LTD. The failure of SIRVE ZONE (PTY) LTD to enforce any right or provision of these Terms will not constitute a waiver of such right or provision.

You are not permitted to assign any of your rights or obligations under these Terms of use without the prior written consent of SIRVE ZONE (PTY) LTD, and any such attempted assignment will be void and unenforceable. No waiver by SIRVE ZONE (PTY) LTD of any breach or default hereunder shall be deemed a waiver of any other breach or default.

Force Majeure – SIRVE ZONE (PTY) LTD will not be liable for any failure to perform our obligations hereunder, where such failure results from any cause beyond our reasonable control, including, without limitation, mechanical, electronic, or communications failure or degradation.

Severability – If any provision of these Terms is held unenforceable, then such provision will be modified to reflect the parties' intention. All remaining provisions of these Terms will remain in full force and effect. The failure of either party to exercise in any respect any right provided for herein will not be deemed a waiver of any further rights hereunder.

Relationship – No agency, partnership, joint venture, employee-employer, or franchiser-franchisee relationship will be created by these Terms.

Date of last update to this policy: 20 January 2023