



Client Terms and Conditions

Our Terms

1. THESE TERMS

1.1. These are the terms and conditions on which we supply services to you via the DOTS App mobile application (**App**) and our website www.jdots.co.za (**Website**) (**Terms**), (together the **Platform**). Please read these terms carefully before you start to use the Platform or register with us.

1.2. The following terms also apply to your use of the Platform; the App and Website **General Terms and Conditions**, our **Fair/Acceptable Use Policy, Privacy Policy, Complaints and Claims Procedure, and Cancellation Policy**

1.3. We may amend these Terms from time to time. For a list of changes and when they were made, please contact us by email at support@jdots.co.za

2. INFORMATION ABOUT US AND HOW TO CONTACT US

2.1. **Who we are.** We are Jdots Pty Ltd, T/A DOTS App (**DOTS App/we/us/our**) a company registered in South Africa. Our company registration number is 2020/870804/07 and our registered office is at Unit 15 Block B, Eco Fusion Office Park 4, 300 Witch-Hazel Avenue, Highveld, Centurion, 0157. Our registered VAT number is [REDACTED].

2.2. **What we do.** We provide an online Platform to connect clients with specialised consultants. You can submit requests for Consulting Services via the Platform (**Job Requests**) by registering as a client. We are not a provider of any consulting services and at no time will a contract come into existence between you and us for the provision of Consulting Services. Any job request you enter into with a Consultant will be solely between you and the Consultant.

2.3. **How to contact us.** You can contact us by email at support@jdots.co.za

2.4. **How we may contact you.** If we have to contact you, we will do so using the contact details provided when you registered, for Consulting Services with us.

3. REGISTERING AND REQUESTING CONSULTING SERVICES

3.1. Upon registration, you are able to access the Platform in full to place any job requests. These DOTS App Customer Terms and Conditions and all other DOTS App terms (as summarised above at clause 1.2) are applicable to each and every user of the Platform, irrespective of the nature of their registration with DOTS App.

3.2. To submit a Job Request on the Platform, you can register for an account on the Platform and place Job Requests on the Platform.

3.3. You must be over the age of 18 to register for an account with us.

3.4. When submitting a Job Request on the Platform, you will be required to provide various detail will includes (as applicable):

(a) the type of a Job Request; name, contact number, email address and company name (optional);

(b) the date, time and correct location(s) where the Consulting Services are to be provided (see clauses 3.5 and 3.10 below);

(c) as much information as possible regarding the specific instructions relevant to the Consulting Services (also see clause 3.9 below);

(d) any issues that may hinder the provision of the Consulting Services to you such as PPE requirements, medical fitness, travel requirements, arrival times and anticipated duration of the meeting/site inspection time.



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(e) yours and the recipients contact details;

(f) any other information, that might be crucial for the provision of the Consulting Service.

3.5. Please ensure the correct address for each and every stop is entered accurately on the Job Request. Consultants reserve the right to charge you in full for any job that has to be cancelled/abandoned in such instances. If the Consultant accepts the change of address that results in additional mileage, you will be liable for any additional travel charges caused by incorrect location(s) being specified on the Job Request and any waiting time.

3.6. If Consultant are required to do a work and this has not been specified on the initial Job Request, the Consultant reserves the right to cancel their Consulting Services and cancellation charges will be applied as per our Cancellation Policy. In the event where Consultant agrees to undertake the work, additional charges will apply as per our Additional Charges. Please be mindful that some Consultants may have a disability that may impair their ability to perform certain works. Please therefore ensure that you accurately complete the Job Request, giving as much information as possible.

3.7. We offer a complimentary 30 minute window for waiting time, in total on each job. Should waiting time exceed 30 minutes (up to a maximum of 60 minutes). Should waiting time exceed 60 minutes on a job, Consultants reserve the right to abandon and cancel their Consulting Services and you will be charged as per our Cancellation Policy.

3.8. It is crucial that you confirm in your Job Request whether the location(s) have opening/closing times e.g. depot's etc and there is someone available to provide/receive the Consultant.

3.9. With regards to changing the specific requirements of a Job Request after this has been placed on the Platform;

(a) if the Job Request is 'Pending' (a Consultant has not yet accepted the Job), you can amend the selection categories by cancelling the Job Request and requesting again.

(b) If the Job Request is 'Accepted' (a Consultant has accepted the Job) and it's outside of the cancellation charge window, as above, you can cancel the Job and re-book, or edit the existing job and removing the required stop. In such instances, no charges will apply.

(c) If the Job Request is 'Accepted' (a Consultant has accepted the Job) and it is within the cancellation charge window or if a Job is 'In Progress' (a Consultant has started the Job), you can remove some work deliverables, but you will still be charged in full and the Consultant pay will remain the same.

3.10. You, or anyone who you provide with access to your account, are solely responsible for providing accurate information in accordance with clause 3.4 above when submitting a Job Request.

3.11. Where you provide any specific requirements or standard operating procedures with a Job Request, we will use reasonable endeavours to ensure that the Consultants are made aware of these requirements and carry out the Consulting Services in accordance with your requests. However, we cannot guarantee that the Consultants will 100% conform to these requirements in all respects at all times.

3.12. You will be liable for Additional Charges where your failure to provide accurate information on the Job Request, results in additional waiting time and/or charges being incurred, e.g. incorrect and/or limited information regarding; names,



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contact details, addresses, road/parking restrictions, access, whether assistance is required etc.

3.13. When submitting a Job Request, you agree that the Consulting Services requested will not be used to collect, deliver and/or transport an item or items which are Prohibited unless express permission in writing, in advance of the Job, has been obtained from DOTS App.

3.14. Clients agree not to directly approach a Consultant without using our Platform for the purpose of obtaining services which are substantially the same as or similar to the Consulting Services without our prior written consent. We reserve the right, in our sole discretion, to suspend or terminate the Platform Services provided to you without any liability if you breach this clause 3.13. We reserve the right to charge you an amount equal to the fees we would have received for the services provided to you in breach of this clause.

3.15. We reserve the right to charge Clients Additional Charges and/or payment in full as a result of any Customer failure to provide accurate and/or sufficient information on the Job Request, in order for the Consulting Services to be performed. We also reserve the right to refuse to accept your account registration or to suspend or deny your access to the Platform if you breach any of these Terms.

4. YOUR CONTRACT WITH THE CONSULTANT

4.1. DOTS App is not a consulting company and does not provide consulting services. DOTS App acts as an intermediary introducing you to a Consultant for the provision of Consulting Services. You acknowledge and agree that the Consulting Services are provided to you under a contract

between you and the Consultant and not under these Terms or any other contract with DOTS App.

4.2. On acceptance of a Job Request, the Consultant may provide you with the terms and conditions which govern the provision of the Consulting Services to you (Consultant Terms and Conditions). If no such Consultant Terms and Conditions are provided, then the Consultant Terms and Conditions attached at Appendix 1 will govern the provision of the Consulting Services by the Consultant to you (Consultant Terms and Conditions). For the purpose of these Terms, references to “Consultant Terms and Conditions” shall mean the Consultant Contract or Consultant/Customer Terms as applicable.

4.3. We carry out standard identification verification and insurance checks of the Consultants registered with us, but we make no representations, warranties or promises in respect of the Consulting Services they provide, nor have we vetted the Consulting Services they provide. We do not verify the accuracy or truth or completeness of and shall not be liable for and accept no responsibility for, any information presented by the Consultants to you at any time.

5. INSURANCE

5.1. When submitting a Job Request, you will be given the option to specify the cost of the goods required over and above the Consulting Services.

5.2. If you specify the cost value of your goods in the Job Request, we will charge Additional Fees for insurance, handling and courier services. Our insurance will only cover what has been specified and paid for as part of the Additional Charges. Therefore, all losses suffered by you, caused by mis-delivery of or damage to the Package(s) in



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aggregate shall not exceed the value of the Package(s) specified in the relevant Job Request.

- 5.3. If you do not specify the cost value of the goods in the Job Request, then your Package(s) will be covered in aggregate up to the limit specified in clauses 5.4 and 5.5 for all losses suffered by you, caused by mis-delivery of or damage to the Package(s), and the liability of the Company to you for such loss, mis-delivery or damage shall not exceed that amount.

- 5.4. Please note that we may grant membership to our Platform to Consultants that provide Consulting Services by car and therefore do not have the level of goods in transit insurance set out at clause 5.4. In such circumstances, this will be made clear to you on acceptance of your Job Request and we will meet the cost of any valid claim, as notified to us in accordance with our Complaints and Claims Procedure, for all losses suffered by you, caused by mis-delivery of or damage to the Package(s).

6. CANCELLATION OF CONSULTING SERVICES

- 6.1. If you cancel a Job Request within 60 minutes of placing it, no charges will be applied. However, if you cancel a Job Request outside of this period, cancellation fees will apply in accordance with our Cancellation Policy. Please see the Consultant Terms and Conditions for full details.

7. PAYMENTS

- 7.1. We take payments for the Consulting Services via the Platform. When a Job Request is placed and a Consultant has accepted the job.
- 7.2. Payments for the Consulting Services are made by debit or credit card and all payments will be processed by our third party payment processing agency, Paystack.

- 7.3. Payments must not be made directly to Consultants.

- 7.4. We pay Consultants 15 days after the relevant Consulting Services have been completed, the services have been delivered and the Job Request closed. Or, the Consultant has provided us with other reasonable evidence that the services have been delivered as specified in the Job Request.

8. PRICE CHANGES

- 8.1. The Prices are set out within the Platform when obtaining a quote via placing a Job Request.
- 8.2. We will adjust the Prices from time to time, to reflect increases or decreases in the cost of Platform Services with reference to the Consumer Prices Index during the previous year.

9. WITHDRAWAL OF THE SERVICES

- 9.1. We can stop providing the Platform Services at any time. We will let you know as soon as possible in advance, and you will be refunded in full for any jobs that are not completed, unless such withdrawal is due to an event outside of our control (as set out in clause 11 below).

10. SUSPENSION AND TERMINATION

- 10.1. We can suspend the supply of the Platform Services. We may do this:
- (a) to deal with technical problems or make minor technical changes;
 - (b) to update the Platform Services to reflect changes in relevant laws and regulatory requirements;
 - (c) to make changes to the Platform Services;
- 10.2. You may end your subscription with us for the Platform Services at any time by contacting us, using our support email support@jdots.co.za.



10.3. Termination of your subscription with us will not affect any Consulting Services to be performed. If you wish to cancel such Consulting Services, this will be dealt with in accordance with the Consultant Terms and Conditions and our Cancellation Policy.

11. OUR LIABILITY

11.1. **Our liability to consumers.** We're responsible for losses you suffer caused by us breaking this contract for Platform Services unless the loss is:

(a) **Unexpected.** It was not obvious that it would happen and nothing you said to us before we accepted your order for Platform Services meant we should have expected it (so, in the law, the loss was unforeseeable).

(b) **Caused by a delaying event outside our control.** As long as we have taken the steps set out in clause 11 below.

(c) **Avoidable.** Something you could have avoided by taking reasonable action. For example, damage to your own digital content or device, which was caused by digital content we supplied and which you could have avoided by following our advice to apply a free update or by correctly following the installation instructions or having the minimum system requirements advised by us.

(d) **A business loss.** Our liability for any loss you suffer in connection with your trade, business, craft or profession is limited, as described in clause 9.1.

11.2. We are not responsible for losses you suffer under the Consultant Terms and Conditions.

11.3. **Our liability to businesses.** If you're a business, then, except in respect of the losses described in clause 11.1:

(a) we shall not be liable to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit,

or any indirect or consequential loss arising under or in connection with any contract between us; and
(b) our total liability to you for all other losses arising under or in connection with any contract between us, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall be limited to R2 500.00.

11.4. **Losses we never limit or exclude.** Nothing in these Terms shall limit or exclude our liability for:

- (a) death or personal injury caused by our negligence, or the negligence of our employees, agents or subcontractors (as applicable);
- (b) fraud or fraudulent misrepresentation;
- (c) any matter in respect of which it would be unlawful for us to exclude or restrict liability.

12. WE ARE NOT RESPONSIBLE FOR DELAYS OUTSIDE OUR CONTROL

12.1. If our supply of the Platform Services is prevented or delayed by an event outside of our control, for example, an act of God, flood, drought, earthquake or other natural disaster, epidemic or pandemic, terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, any law or any action taken by a government or public authority, collapse of buildings, fire, explosion or accident or the interruption or failure of utility service, we will contact you as soon as possible (either via the Platform or directly using the contact details provided when registering/submitting a Job Request) to let you know and will do what we can to reduce the delay.

12.2. As long as we do this, we won't compensate you for the delay, but if the delay is likely to be substantial, you may terminate your agreement with us.



13. YOUR INFORMATION

13.1. We process information about you in accordance with our Privacy Policy.

14. COMPLAINTS

14.1. We hope that you will be happy with the service provided within our Platform. However, if you do have any complaints, you have several options for resolving complaints with us.

14.2. **Our Complaints Policy.** If you have any complaints relating to the Platform Services or Consulting Services, then please contact us as per our Complaints and Claims Policy. All complaints notified to us will be handled in accordance with that policy.

14.3. **You can go to court.** These Terms are governed by South African law and wherever you live you can bring claims against us in the South African courts.

15. ANTI-BRIBERY AND ANTI-CORRUPTION

15.1. DOTS App strives to comply with all applicable laws, statutes and regulations relating to anti-bribery and anti-corruption, including but not limited to the **Prevention and Combating of Corrupt Activities Act (PRECCA)** and requires the same of their customers.

15.2. If you are a business, during the term of this agreement, you and any of your agents, consultants, contractors, subcontractors or other persons engaged in performance of your obligations under this agreement, agree to:

- (a) comply with all applicable laws, statutes and regulations relating to anti-bribery and anti-corruption, including but not limited to the **Prevention and Combating of Corrupt Activities Act (PRECCA)**;
- (b) not engage in any activity, practice or conduct which would constitute an offence under

Prevention and Combating of Corrupt Activities Act (PRECCA) if such activity, practice or conduct had been carried out in South Africa;

(c) notify us (in writing) if you become aware of any breach of clause 15.2(a) or clause 15.2(b), or have reason to believe that you have received a request or demand for any undue financial or other advantage in connection with the performance of this agreement;

(d) ensure that any of your agents, consultants, contractors, subcontractors or other persons engaged in performance of your obligations under this agreement, do so only on the basis of a written contract which imposes on and secures from such person terms equivalent to those imposed on them in this clause 15;

(e) have and shall maintain in place throughout the term of the agreement your own policies and procedures, including but not limited to, adequate procedures under the **Prevention and Combating of Corrupt Activities Act (PRECCA)**, to ensure compliance with the relevant requirements and clause 15 and will enforce them where appropriate;

15.3. For the purpose of this clause 15.2(e), the meaning of adequate procedures and foreign public official and whether a person is associated with another person shall be determined in accordance with **Prevention and Combating of Corrupt Activities Act (PRECCA)**. For the purposes of this clause 15, a person associated with you includes but is not limited to any of your subcontractors.

16. ANTI-SLAVERY AND HUMAN TRAFFICKING

16.1. In performing our obligations under the agreement, we and any of our agents, consultants, contractors, subcontractors or other persons



engaged in performance of your obligations under this agreement, shall;

(a) comply with all applicable anti-slavery and human trafficking laws, statutes, regulations from time to time in force (Anti-Slavery Laws) including, but not limited to, the **Prevention and Combating of Trafficking in Persons Act**;

(b) not engage in any activity, practice or conduct that would constitute an offence under Prevention and Combating of Trafficking in Persons Act, if such activity, practice or conduct had been carried out in South Africa;

(c) include in contracts with any of our agents, consultants, contractors, subcontractors or other persons engaged in performance of our obligations under this agreement, anti-slavery and human trafficking provisions that are at least as onerous as those set out in this Clause 16;

(d) implement due diligence procedures for our own suppliers, agents, consultants, contractors, subcontractors or other participants in our supply chains, to ensure that there is no slavery or human trafficking in our supply chains;

16.2. We represent and warrant that our servants and/or agents, consultants, contractors, subcontractors or other persons engaged in performance of our obligations under this agreement, have not been convicted of any offence involving slavery and human trafficking or been the subject of any investigation, inquiry or enforcement proceedings regarding any offence or alleged offence of or in connection with slavery and human trafficking.

17. OTHER IMPORTANT TERMS

17.1. **We may transfer this agreement to someone else.** We may transfer our rights and obligations under these terms to another organisation. We

will contact you to let you know if we plan to do this and we will ensure that the transfer won't affect your rights under the contract.

17.2. **Nobody else has any rights under this contract.** These Terms are between you and us. Nobody else can enforce it and neither of us will need to ask anybody else to sign-off on ending or changing it.

17.3. **If a court invalidates some of this contract, the rest of it will still apply.** Nobody else can enforce it and neither of us will need to ask anybody else to sign-off on ending or changing it.

17.4. **Even if we delay in enforcing this contract, we can still enforce it later.** If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date.

18. Fair/Acceptable Use Policy

18.1. Please read this fair use policy carefully before using DOTS App operated by Jdots Pty Ltd.

18.2. The services provided by us may only be used for lawful purposes. You agree to comply with all applicable laws, rules and regulations in connection with our use of the services. Any material or conduct that in our judgement violates this policy in any manner may result in suspension or termination of the services or removal of user's account with or without notice.