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Introduction

The Groomzy platform is downloadable as an Android application on android compatible devices. The App is owned and operated by Groomzy (Proprietary) Limited ("Groomzy", "we", "us" and "our"). The App registered users are classified as either a Client and/or a Service Provider.

The App enables its users (the "clients") to make bookings, from registered users ("service providers") that are listed on the App under the following categories Barbers, Hairdressers, Nail Technicians, Makeup Artists, Spas, and Masseurs (the "services" and "service providers").

You acknowledge and consent to Groomzy disclosing your User Data to any insurer, applicable regulator or other interested party in the event that there is any complaint, dispute, conflict, loss, damage, death or injury arising from your use of the Groomzy Platform.

Part A – Privacy Policy

Groomzy built the Groomzy app as a Free app. This SERVICE is provided by Groomzy at no cost and is intended for use as is.

This page is used to inform visitors regarding our policies with the collection, use, and disclosure of Personal Information if anyone decided to use our Service.

If you choose to use our Service, then you agree to the collection and use of information in relation to this policy. The Personal Information that we collect is used for providing and improving the Service. We will not use or share your information with anyone except as described in this Privacy Policy.

The terms used in this Privacy Policy have the same meanings as in our Terms and Conditions, which is accessible at Groomzy unless otherwise defined in this Privacy Policy.

Preamble

We respect your privacy and to better protect your privacy, Groomzy provides this policy explaining its undertaking to protect your personal information. This Policy has been prepared in accordance with the laws which regulate the protection of personal information. With Groomzy having access to personal information, we will always store and protect it and only use and disclose it in compliance with those laws. By downloading, using and enjoying the Groomzy App to interact with service providers or clients, you agree to accept this Policy and bound by its terms and conditions. You also agree that Groomzy may receive, store, process and disclose your personal information (as defined in the Protection of Personal Information Act of 2013) as provided for in this Policy and in accordance with data protection laws that may apply from time to time in the Republic of South Africa.

Personal Information

For a better experience, while using our Service, we may require you to provide us with certain personal identifiable information. The information that we request will be retained by us and used as described in this privacy policy.

The app does use third party services that may collect information used to identify you.

[Link to privacy policy of third party service providers used by the app.](#)

This Policy applies to all information provided by you and collected through your use of the Groomzy App which includes:

Personal information you provide:

- your name, address, mobile phone number and any information which you provide to Groomzy upon creating your unique profile;

- information relating to your mobile phone, including the hardware and software specifications of the mobile phone and call and text message data within the Groomzy App; and any other personal information.
- any other personal information you share upon signing up or in using the App; and/or

Personal information automatically collected from you when using the App or services:

- information relating to your mobile phone, including the hardware and software specifications of the mobile phone and call and text message data within the App; and any other personal information;
- Geo-location Information (information about your precise or approximate location as determined through data such as your IP address or mobile device's GPS to offer you an improved user experience);
- Platform Usage Information (information we collect about your interactions with the Platform such as the pages or content you view, your searches for Listings, bookings you have made, and other actions on the Platform);
- Technical Data, Log Data and Device Information (automatically-collected log data and device information when you access and use the Platform, IP address, access dates and times, hardware and software information, device information, device event information, unique identifiers, crash data, cookie data, and the pages you've viewed or engaged with before or after using the Platform); and
- Cookies and Similar Technologies (certain information collected by automated means using technologies such as cookies, web beacons, pixels, browser analysis tools, server logs, and mobile identifiers).

Use of Personal Information

Groomzy may use and disclose your personal information in the following manner:

- where you are the Client booking a service, by disclosing to the service provider the residential address if requested an in-house call, email address to receive reminders from the service provider and bankers, personal information which comprises your unique Groomzy profile, as determined by Groomzy;
- where you are the service provider, by disclosing to Clients booking your services, other service providers and bankers, personal information,

which comprises your unique Groomzy profile, as determined by Groomzy;

- by the use of your email address and/or mobile phone number to contact you from time to time to send you notifications and for security reasons;
- to aggregate statistics and data about the use of the Groomzy Platform and/or to customise the Groomzy Platform's content, layout and services;
- by the aggregation of your personal information with other people's personal information to create and disseminate, as Groomzy considers appropriate, as aggregated data without specific identification or your unique personal data;
- to Service Providers where it is required for them to make contact with a Client who has shown interest in the Service Provider's services, especially in relation to Mobile Stylists where your booking information is shared to that Stylist;
- by the transfer of your personal information about the use of the Groomzy Platform to its advertising partners and other third parties. Groomzy undertakes to, but cannot guarantee that it will, ensure that its advertising partners and other third parties receive and collect information in accordance with the laws which regulate the protection of personal information, however you acknowledge that we cannot guarantee this.
- You may at any time on written notice to Groomzy, require that it does not disclose your personal information in the manner contemplated above, in which case Groomzy will not do so, but in which case Groomzy may, on the basis of operational requirements, preclude your use of the App.

The Groomzy App will facilitate that you may access, review, correct and/or delete certain of your personal information stored by Groomzy. When you do so, Groomzy will take reasonable steps to verify your identity, such as requiring a username and password, before granting access to your personal information.

Groomzy agrees not to use your contact information in any manner that you do not consent to as contemplated in this Policy or otherwise, but in which case Groomzy may, on the basis of operational requirements, preclude your use of the App.

You may receive non-promotional communications from Groomzy relating to your account and services provided to you.

Groomzy will disclose your personal information if it reasonably believes that it is required to do so by law or to protect the rights and property of Groomzy or the public. Groomzy may also cooperate with law enforcement in any official investigation and it may disclose your personal information to the relevant authority in doing so. You acknowledge and give your consent that this includes sharing your personal information with any insurer or other interested party in the event that there is any complaint, dispute, conflict, loss or damage arising from your use of the App.

Groomzy reserves the right to transfer your personal information in the event of a transfer of ownership of Groomzy, or that part of its business which includes the App.

Groomzy undertakes to use appropriate commercial endeavours to, but cannot guarantee that it will, store your personal information securely to maintain its confidentiality, prevent unauthorised access, maintain data accuracy, and ensure the correct use of your personal information.

Log Data

We want to inform you that whenever you use our Service, in a case of an error in the app we collect data and information (through third party products) on your phone called Log Data. This Log Data may include information such as your device Internet Protocol ("IP") address, device name, operating system version, the configuration of the app when utilizing our Service, the time and date of your use of the Service, and other statistics.

Service Providers

We may employ third-party companies and individuals due to the following reasons:

- To facilitate our Service;
- To provide the Service on our behalf;
- To perform Service-related services; or
- To assist us in analyzing how our Service is used.

We want to inform users of this Service that these third parties have access to your Personal Information. The reason is to perform the tasks assigned to them on our behalf. However, they are obligated not to disclose or use the information for any other purpose.

Security

We value your trust in providing us your Personal Information, thus we are striving to use commercially acceptable means of protecting it. But remember that no method of transmission over the internet, or method of electronic storage is 100% secure and reliable, and we cannot guarantee its absolute security.

Links to Other Sites

This Service may contain links to other sites. If you click on a third-party link, you will be directed to that site. Note that these external sites are not operated by us. Therefore, we strongly advise you to review the Privacy Policy of these websites.

We have no control over and assume no responsibility for the content, privacy policies, or practices of any third-party sites or services.

Children's Privacy

These Services do not address anyone under the age of 13. We do not knowingly collect personally identifiable information from children under 13. In the case we discover that a child under 13 has provided us with personal information, we immediately delete this from our servers. If you are a parent or guardian and you are aware that your child has provided us with personal information, please contact us so that we will be able to do necessary actions.

Amendments to this Policy

Groomzy may amend this Policy from time to time to have regard for changes in the law and in accordance with Groomzy's requirements. Groomzy will notify you via the App or other electronic communication platforms of any updates and amendments. It is important that you review this Policy regularly so that you are aware of any amendments.

Governing Law

This Policy is governed by the law of the Republic of South Africa and any legal action instituted in connection with this Policy ought to be instituted in the Republic of South Africa.

Part B – Disclaimer and Indemnification

- Groomzy is not a salon as defined by the Republic of South Africa. Nothing in these Terms and Conditions is intended to nor will it establish any relationship of partnership, joint venture, employment, agency or any similar relationship between Groomzy and the Service Providers or between Groomzy and the Client.
- Groomzy receives data and services from sources which are not connected to it, nor subject to its control.
- Groomzy and the participants in its supply chain rely on internet connectivity and electronic communications, and are susceptible to all the vagaries inherent in that form of connectivity and communication.
- Whilst Groomzy will take reasonable steps to create a stable and accessible electronic platform by way of the Groomzy Platform, it does not represent or warrant, whether express or implied, that the platform or the data aggregated therein will be free of instability or error.
- Neither Groomzy nor its proprietor or any of their officers or employees will be liable for any interruption or delay in the use of the Groomzy Platform, any interception in communications or corruption of data (including User Data) or systems, any transfer of computer viruses, any error or misstatement in relation to any data (including User Data), any incompleteness in relation to data (including User Data), any improper or inapplicable use to which any data is put, any claim or loss of any nature relating to or arising from the download, installation, access to or use of the Groomzy Platform or any data (including user data) aggregated within or processed by the Groomzy Platform.
- To the fullest extent permitted by law, you waive any claim which you may have against Groomzy, its officers and employees and you hold Groomzy harmless and indemnify it against any such claim, including but not limited to reputational damage, bodily injury, death, theft, loss, damage to property (including direct, indirect, special or consequential damages), costs (including but not limited to legal costs) and claims arising from or related to your use of the Groomzy Platform.
- Groomzy will do its best to, and will take all reasonable steps to, monitor, flag and address suspicious and/or inappropriate behaviour.
- Groomzy has no control over and does not guarantee (i) the existence, quality, safety, suitability, or legality of any Listings, (ii) the truth or accuracy of any Listing descriptions, Ratings, Reviews, or other User Content, or (iii) the performance or conduct of any User or third party.
- Groomzy does not endorse any User or Listing.
- Any references to a User being "verified" (or similar language) only indicate that the Member has completed a relevant verification or identification process and nothing else.
- Any such description is not an endorsement, certification or guarantee by Groomzy about any User (Client or Service Provider) including of the User's (Client or Service Provider) identity or background or whether the User is trustworthy, safe or suitable.

- You should always exercise due diligence and care when deciding whether to meet up with a Service Provider or not, communicate and interact with other Users or Service Providers, whether online or in person.
- Images are intended only to indicate a photographic representation of a Service at the time the photograph was taken, and are therefore not an endorsement by Groomzy of any User or Service Provider or Listing

Part C – Use of Groomzy

Platform and Service Functionality

- Normal service detail: The Groomzy Platform enables Clients to create a profile to book Service Providers' services, at their place of business or trading address.
- In-house service detail: The Groomzy Platform allows Clients to 'book' for an in-house service where the Service Providers are booked to provide the services at the Clients' residence.
- This method provides Clients with the ability to book Service Providers of their choice at a convenient time, place and at a reasonable service price, without having to search for the Service Providers themselves!
- Whilst a Client's use of the Platform and Services are free, in consideration for the use of the website and Groomzy services, Service Providers will pay a facilitation fee to DigsConnect equating to 10% of the gross value of the service the Service Providers displays on the website.
- Clients may have an opportunity to rate Service Providers and to provide any additional feedback relating to the use of the Groomzy Platform.
- Any complaints or queries relating to the Groomzy Platform can be sent to Groomzy's support team, which you can contact via the Groomzy email address.

A. Sign Up

Each section will address the perspective of registered users

1. Client

As a client, you will need to sign up using your name and surname, a valid email address, a password of your choice and select the option to join as a client. A verification email with One-Time Pin (OTP) will be sent to the provided email address. You will then need to sign in using your valid email address, your own password and the OTP- this is only required for your first sign-in after signing up.

2. Service Provider

As a service provider, you will need to sign up using your name and surname, a valid email address, a password of your choice, a trading address and select the option to join as a provider. An authentication email with a One-Time Pin (OTP) will be sent to the provided email address. You will then need to sign-in using

your valid email address, your own password and the OTP- this is only required for your first sign-in after signing up.

I. Verification

As part of the Groomzy verification process, you will need to submit the following FICA documents;

- Copy of your ID
- Proof of trading address (if applicable)
- Proof of residence
- Stamped 3 Months Bank Statement not older than 3 months
- ID size photo

Once the verification of information provided is complete your profile will be activated and a confirmation email will be sent to you.

II. Edit Business Profile

When signed in, select the tile with the name of the service you are providing and update your services and the names of staff members operating in your business. Signing up as an individual service provider, enter your own name as a staff member.

Add the service type - title, duration in minutes/hours, price, description and whether the service is eligible for in-house call.

The description of the style must be clear and specific to the service offered. It should be detailed so that clients will know what the service entails.

You will need to set the business operating days and times under the tab of the Operating Times.

B. Bookings

1. Client

I. Make a Booking

When logging in you will be redirected to the "Home" screen where you see all service types that Groomzy is offering.

Select the service type that you need, and you will see all the service providers listed that provide the chosen service type.

- Under **Services**, you will see all the services that the service provider has listed with their title, price, in-house enabled and duration in minutes/hours. Click the downward arrow to see the description and to make a selection for a normal or in-house if it is an enabled booking.
- Under Business, you will see the trading location, staff members and operating hours of the service provider.
- Under Reviews, you will see ratings and comments from the service provider's previous client.

Select the date and time of booking to filter for the available service providers.

Scroll down on the display tile to see listed services of that provider. To book, simply tap on the head with the staff member's name, then make a selection between a "normal" or an "in-house" booking. For "in-house" bookings please enter your address if not entered, your current location will be used and then click "book" next to the style you want to book.

A confirmation will pop up, check if all details of your booking are correct and click "Ok".

You will be redirected to a payment page, check if the amount quoted for the service is correct and click "Complete Payment". Note that if you choose an in-house call, a transport return fee will be added to the service booking amount according to the average kilometers price as listed when booking.

II. View Bookings

To view bookings, select the service type tile and tap on "Bookings" tab. You will see all of your booking history.

This will show past bookings with a status of "Done" and present bookings with a status of "Active".

"Done" status means a booking and payment was made, and the service was provided.

"Active" status means a booking and payment was made, but the service is still yet to be provided.

The “Pending” status means a booking was made but the payment was not made, which renders the booking incomplete.

Incomplete bookings can be completed by clicking on “Pay” to be redirected to the payment page and make the payment. Or incomplete bookings can be cancelled by clicking “Cancel”.

If bookings are incomplete within a 15-minute interval, the service provider has the right to cancel the booking.

III. Ratings

A service provider can be rated after the completion of the service and the booking status reflects as “Done”.

To rate the service provider, tap on the number of stars that you wish to rate the service and provide a comment should you wish to, and then click on rate. You can view your rating under bookings and on the service provider’s profile under reviews.

2. Service Provider

I. Manage Bookings

To manage bookings, select the service type tile to view your profile. Under “Bookings” you can view all bookings made by clients.

This will show bookings with a status of “Done”, “Active” or “Pending”.

“Done” status means that you have provided the service.

“Active” status means the service was booked and paid for, but not yet provided.

“Pending” status means a booking was made but the payment was not made, which renders the booking incomplete.

You can click on “Refresh” for incomplete bookings, and the booking will be automatically cancelled if it is not completed within a 15 minutes, or you can cancel if booking is not completed within the specified time.

II. Ratings

When the service has been completed, you should click “Done” to update the status of a booking.

The number of solid stars in the rating that is provided by your client for the service rendered. The overall rating of your profile will reflect under your name with a service status.

Terms of Use

By downloading or using the app, these terms will automatically apply to you – you should make sure therefore that you read them carefully before using the app. You will never be charged for the app or its services without making it very clear to you exactly what you’re paying for. The app does use third party services that declare their own Terms and Conditions. Link to Terms and Conditions of third party service providers used by the app.

I. Use of the Groomzy App

- Groomzy grants to you the right to download, use and enjoy the Groomzy Platform in the Republic of South Africa on a mobile device or internet-enabled device that you own or control, in accordance with these terms and conditions.
- The right to download, use and enjoy the Groomzy Platform is not granted exclusively to you. It is granted to you for your personal use only, and you will not be entitled to transfer or sublicense the use and enjoyment of the Groomzy Platform in any way, either in whole or in part, to any other person.
- The Groomzy app stores and processes personal data that you have provided to us, in order to provide our Service. It’s your responsibility to keep your phone and access to the app secure.
- We recommend that you do not jailbreak or root your phone, which is the process of removing software restrictions and limitations imposed by the official operating system of your device. It could make your phone vulnerable to malware/viruses/malicious programs, compromise your phone’s security features and it could mean that the Groomzy app will not work properly or at all.
- You may not, nor may you attempt to copy, modify, decompile, disassemble or otherwise reverse engineer the Groomzy Platform,, trademarks or any part of it in any way.
- You’re not allowed to attempt to extract the source code of the app, and you also shouldn’t try to translate the app into other languages, or make derivative versions.
- Save for the limited rights provided to you in terms of these terms and conditions, you acquire no other rights whatsoever in the Groomzy Platform. The app itself, and all the trade marks, copyright, database rights and other intellectual property rights related to it, still belong to Groomzy.

- The Groomzy Platform, its software and operating systems, trademarks, copyrights, database of data and other intellectual property rights that relate to the Groomzy Platform are owned by Groomzy and/or by such licensor thereof as Groomzy has received rights under licence. The intellectual property will never become owned by you.
- When you use the Groomzy Platform, you consent to receiving communications from Groomzy, in whatever form Groomzy deems appropriate, including by telephone, short messaging services, electronic communication platforms and electronic mail.
- You acknowledge that in order to use the Groomzy Platform you will be required to complete Groomzy's online Profile application in respect of either Service Providers or Clients. You may only hold one Profile and that Profile may only be used by you for your own account.
- You must notify Groomzy immediately should any information which is recorded in your Profile change and you warrant that the information will remain accurate for the duration of your access to or use of the Groomzy Platform.
- You acknowledge that you are responsible for all activity and resultant costs on your Profile and you agree to maintain the security and secrecy of your Profile username and password at all times. We will not be liable in any way for any loss or harm you suffer as a result of a breach of your responsibility to maintain the security and secrecy of these details.
- Whilst Groomzy tries to manage the Platform and items thereon, we are not responsible for the complete verification or information detailed of any listings and/or locations made available by Service Providers or our partners. Users must confirm all such information about a location/listing with the relevant third-party provider when engaging with them, including with our listed partners that we work with.
- Groomzy is in no way affiliated with the Beauty Institutions (where they remain independent users on the Platform) unless explicitly specified otherwise on the Platform or through our advertising, where the same relationship is not exclusive at any time.
- Groomzy will have the right in its sole and unfettered discretion to suspend or terminate your Profile, in which event your right to use the Groomzy Platform will be suspended or terminated, as the case may be.
- Groomzy undertakes to process and store your information contained on your Profile in accordance with law and will take reasonable steps to secure and protect your personal information.
- You acknowledge and consent to your User Data being disclosed to Service Providers, Clients or any third party for the purposes of managing the booking process, providing related services or for any other lawful purpose.
- You also acknowledge and consent to Groomzy disclosing your User Data to any insurer, applicable regulator or other interested party in the event that there is

any complaint, dispute, conflict, loss, damage, death or injury arising from your use of the Groomzy Platform.

- With respect to Groomzy's responsibility for your use of the app, when you're using the app, it's important to bear in mind that although we endeavour to ensure that it is updated and correct at all times, we do rely on third parties to provide information to us so that we can make it available to you.
- Groomzy accepts no liability for any loss, direct or indirect, you experience as a result of relying wholly on this functionality of the app.
- Groomzy does not promise that it will always update the app so that it is relevant to you. However, you promise to always accept updates to the application when offered to you.
- We may also wish to stop providing the app, and may terminate use of it at any time without giving notice of termination to you. Unless we tell you otherwise, upon any termination, (a) the rights and licenses granted to you in these terms will end; (b) you must stop using the app, and (if needed) delete it from your device.

II. Conditions of Service

- Service Providers expressly understand and agree that they are exclusively responsible for identifying, understanding, and complying with all applicable laws, rules and regulations that apply to making their services available on the Groomzy Platform and to private clients.
- If you as a Client or Service Provider have any queries or confusion about how or which laws may apply to your supply or receipt of such services from other users, you should always seek legal guidance.
- Certain functions of the app will require the app to have an active internet connection. The connection can be Wi-Fi, or provided by your mobile network provider, but Groomzy cannot take responsibility for the app not working at full functionality if you don't have access to Wi-Fi, and you don't have any of your data allowance left.
- The use of the app outside of an area with Wi-Fi, you should remember that your terms of the agreement with your mobile network provider will still apply. As a result, you may be charged by your mobile provider for the cost of data for the duration of the connection while accessing the app, or other third party charges.
- In using the app, you're accepting responsibility for any such charges, including roaming data charges if you use the app outside of your home territory (i.e. region or country) without turning off data roaming. If you are not the bill payer for

the device on which you're using the app, please be aware that we assume that you have received permission from the bill payer for using the app.

- Along the same lines, Groomzy cannot always take responsibility for the way you use the app i.e. You need to make sure that your device stays charged – if it runs out of battery and you can't turn it on to avail the Service, Groomzy cannot accept responsibility.

III. Specific User Warranties

When using the Platform and/or Services, all users explicitly warrant that they will:

- not engage in offensive, violent, sexual, disturbing or other inappropriate behaviour on the Platform or in any engagement between users;
- report any theft or criminal conduct perpetrated against them to the relevant authorities and Groomzy (where you understand and agree that Groomzy is under no obligation to perform any further action in this regard);
- not at any time whilst using the App and/or Website, circumvent or attempt to circumvent Groomzy and the Services by providing their own equitable or other related services with negligent or purposeful intention to bypass Groomzy and/or the Services for a user's private benefit to the detriment of Groomzy;
- use the Platform and Groomzy services on the basis of understanding that Groomzy is not a salon or Service Provider in any way, where all liability and responsibility relating to the booking relationship Service Provider and Client rests with those users exclusively;
- not use the Platform or services for any commercial or in a way to otherwise mislead others as to your relationship with Groomzy;
- not process any other user's personal information, derived from the Platform in any way without that user's express consent to do so, or that otherwise violates the Groomzy Privacy Policy or the privacy rights of users or third parties;
- not use the Platform for any unauthorised use, such as for the facilitation of any illegal or undesirable activity including illegal practices, transactions or the distribution of unsolicited marketing (i.e. spam marketing);
- not contact another user for any purpose other than asking a question related to a relevant service, their own booking/listing, or the other user's use of the Platform (including prohibited engagements related, but not limited to, recruiting or otherwise soliciting any users to join third-party services, applications or websites);
- not use the Platform to circumvent Groomzy in trying, requesting, making or accepting a booking outside and exclusive of the Platform, to Groomzy's detriment;

- not discriminate against or harass anyone on the basis of race, national origin, religion, gender identity, physical or mental disability, medical condition, marital status, age or sexual orientation, or otherwise engage in any violent, harmful, abusive or disruptive behaviour;
- always engage with Groomzy and other users in good faith and for the mutual benefit of all involved parties as far as possible;
- not use any automated means or processes to collect or process any restricted information which they may have access to via the Platform, or attempt to avoid, bypass, remove, deactivate, impair, descramble, or otherwise attempt to circumvent any technological measure implemented by Groomzy or any of Groomzy's providers or any other third party to protect the Platform;
- not perform any act that can or does damage or negatively affect the performance or proper functioning of the Platform in any way.

Part D – Remuneration

You agree that the usage of the Services can result in charges to you for services delivered by a third-party provider ('Charges'). Upon accessing the services from the usage of the App, Groomzy will make it easy for you to compensate for the relevant costs on behalf of the third-party service provider. Charges can involve certain related fees or surcharges, like booking fees, divided payment processing fees, which include appropriate taxes where necessary by legislation. Charges incurred by you shall be final and non-refundable unless otherwise defined by Groomzy. You have the ability to seek reduced rates from a third-party provider for services from the third-party provider at the moment you purchase those services. Groomzy shall reply appropriately to any request by a third-party provider that the rates for a specific service be modified.

All charges are due promptly and the transaction will be handled by Groomzy using the selected payment form specified in your account, upon which Groomzy will give you a confirmation via email. When your primary payment method is found to be obsolete, null or otherwise unavailable to be paid, you will not be able to make a booking.

As for both you and Groomzy, Groomzy retains the right to fee, delete and/or amend the usage of the Services at any time at the absolute discretion of Groomzy. In addition, you accept and consent that charges available in some geographical areas can increase significantly during periods of high demand. Groomzy must make fair attempts to notify you of any charges that might arise, and that you are liable for all costs incurred in your account, irrespective of whether you are informed of these costs or numbers. From time to time, Groomzy may provide other customers with special deals and discounts that could result in specific sums paid at the same or related services, and you understand that these special incentives and discounts, until they are also rendered accessible to you, would have no effect on the use of the Services or the Charges applicable to you. You may want to cancel your services from a third-party provider at any time prior to the delivery of that third party provider, in which case you will be charged a cancellation fee.

The payment arrangement is designed to reward the third-party vendor for the services. Groomzy shall not allocate any component of your fee as a tip or gratuity to the third-party provider. Any statement by Groomzy (on Groomzy 's website, in Groomzy 's application or in Groomzy's marketing materials) that tipping is "voluntary," in the fees you offer for the services you receive is not meant to imply that Groomzy pays any extra sums, other than those mentioned above, to the third-party provider. You recognize and accept that whilst you are entitled to make extra payments as a gratuity to any third party provider supplying you with services, you are not under any duty to do so. Gratuities are free, please. Once you have utilized services, you may have the ability to evaluate your experience and provide direct input about the third-party provider.

I. FACILITATION FEE DUE TO Groomzy

Once a booking has been privately concluded between a Service Provider and Client, Groomzy will contact the Service Provider and Client with an invoice for the facilitation fee, if Client pays online Groomzy is entitled to take the fee automatically, For cash transactions, the system automatically deducts the charges on the next payment request by the service provider.

We make use of PayFast in order to process payments. You acknowledge that you may not hold us liable in respect of any claim of whatsoever nature and however arising for any loss or harm you may suffer because of Pay Fast.

Groomzy has not defined a certain or standard payment date for the service providers; rather, each service provider will request for withdrawal of funds through their service provider account. Note, each transaction or withdrawal request will be charged a service fee of R10 per transaction request (Excluding tax and additional bank charges).

II. REFUNDS FOR Groomzy SERVICES

All conditions relating to refunds between parties, whether between Groomzy and a user, or between users, are explained in our comprehensive Refund Policy, which is incorporated into these Terms by reference.

As such, please consult the Refund Policy for all details as to:

- What constitutes grounds for a refund.
- When refunds from Groomzy are possible and when they are only available between relevant Client and Service Provider.
- How to apply for a refund.
- What specific steps are required to be taken by a Service Provider and/or Client in a refund circumstance.

III. ADDITIONAL SERVICES

Groomzy will prescribe a fee payable by the Service Provider to Groomzy for any additional services, which will be paid into Groomzy's prescribed banking account.

Part E – General Provisions

Groomzy, or any party from whom it receives any element of the Groomzy Platform, may from time to time improve, upgrade or enhance the Groomzy Platform, in which event, the Groomzy Platform thus improved or enhanced will be the subject of these terms and conditions.

Groomzy may from time to time activate temporary marketing campaigns for the Groomzy Platform. In this event, additional terms and conditions will be disclosed to you and shall be deemed to be a part of these terms and conditions. The obligation is therefore on you to review these terms and conditions at regular intervals.

These terms and conditions will apply to each Booking between a Service Provider and a Client.

Groomzy will be entitled to amend any provision of these terms and conditions from time to time without notice to you. Any amendment to these terms and conditions shall be effective when uploaded by Groomzy to its website and/or the Groomzy Platform. Your continued access to or use of the Groomzy Platform will be deemed to be your acceptance of these terms and conditions, as amended. It is important that you review these terms and conditions regularly so that you are aware of any amendments. The law of the Republic of South Africa will be used in the interpretation and enforcement of these terms and conditions.

If any provision of these terms and conditions is found by a court to be invalid, void or unenforceable, the remaining provisions shall remain in full force and effect.

No failure on the part of Groomzy to exercise, and no delay by Groomzy in exercising, any right under these terms and conditions will operate as a waiver of that right, nor will any single or partial exercise of any right under these terms and conditions preclude any further or other exercises of that right nor act to the exclusion of any other right.

Groomzy is in no way affiliated with the beauty institutions unless specified implicitly on the website or through our advertising.

Part F – Definitions

In-house Services: Services rendered by the Service provider at a Client's place of residence.

Groomzy: Groomzy (Proprietary) Limited, a private company registered in the Republic of South Africa with registration no. 2020/712852/07.

The Groomzy Platform: The Service Provider and Client facilitation mobile web-based computer application, software and other components.

Service Provider: A registered user listing services on the platform.

Booking: The agreement of rendering of service concluded between the Service Provider and the Client.

Service: The offering which is advertised on Groomzy.

Profile: A profile allocated to each Service Provider and Client by the Groomzy Platform, which records the User's name, address, mobile phone number, a preferred method of payment and any further information which Groomzy may require from time to time.

Refund Policy: The separate policy from Groomzy incorporated herein by reference, explaining how refunds shall operate between users and Groomzy, and between users.

Price: The amount payable by the Client to the Service Provider in terms of the service displayed.