



PROFILE LISTING AGREEMENT

between

GET SORTED (PTY) LTD

Registration Number: **2024/230193/07**

of **33 Medburn Road Camps Bay, 8005**

("Get Sorted")

and

[INSERT COMPANY NAME/ INDIVIDUALS NAME]

Registration Number (if applicable): **[insert]**

of **[insert address]**

("the Client")

PROFILE LISTING AGREEMENT

1. INTRODUCTION

1.1. The Client wishes to be listed as a profile on the Get Sorted digital directory ("**the Application**" or "**the Platform**") and Get Sorted wishes to accept this listing ("**the Listing**").

1.2. The parties have entered into this agreement as a means of governing their relationship.

1.2.1. This agreement is to be read in conjunction with the following agreement(s):

1.2.1.1. Provider Agreement

1.2.1.2. Profile Listing Agreement

1.2.1.3. Client/User Agreement

1.2.1.4. Errand Services and Vehicle Standards Agreement

1.2.1.5. POPIA Agreements which includes:

1.2.1.5.1. Privacy Policy

1.2.1.5.2. Privacy Statement

1.2.1.5.3. PAIA Manual

2. PREAMBLE - RELATIONSHIP BETWEEN THE PARTIES

2.1. The relationship of the parties, *inter se*, shall be governed by the terms of this agreement and nothing contained herein shall be deemed to constitute a partnership, joint venture, independent contractor, agent, employer/employee arrangement or the like between them.

- 2.1.1. As a client, you confirm the existence and nature of the contractual relationship each time you access our Platform.
- 2.1.2. The purpose of this agreement is solely to provide you with access to our Platform as a vendor.
- 2.1.3. The parties to this agreement do not share in any profit or losses.
- 2.1.4. No party shall by reason of the actions of any of the parties incur any personal liability as a co-partner to any third party.

3. DEFINITIONS

Unless the context states otherwise, the following words shall have the following meanings:

- 3.1. **"Agreement"**: means this Profile Listing Agreement, including all its terms, conditions, and any amendments or modifications made in writing and agreed to by the parties.
- 3.2. **"Breach"**: means the failure by any party to comply with the terms and conditions of this Agreement, including failure to meet the vetting requirements or submit necessary information as outlined in this document.
- 3.3. **"Client"**: refers to the individual or entity whose details are listed in the preamble of this agreement, wishing to be listed on the Get Sorted digital platform, including its representatives, employees, agents, or any other party acting on behalf of the Client.
- 3.4. **"Confidential Information"**: refers to any non-public information disclosed by one party to the other under this Agreement, including, but not limited to, business strategies, financial data, and proprietary technology, that is designed as confidential or reasonably understood to be confidential due to its nature.
- 3.5. **"Customer Reviews"**: refers to feedback provided by Users regarding the quality and experience of Client's services, including ratings and written comments, moderated by Get Sorted.

- 3.6. **“Delisting”**: means the removal of the Client’s profile and services from the Platform, whether at the Client’s request, due to non-compliance with the terms of the Agreement, or for any other reason as provided for herein.
- 3.7. **“Dispute”**: refers to any disagreement, claim, or issue arising out of or in connection with this Agreement, which may include disagreements about performance, termination or interpretation of the terms.
- 3.8. **“Force Majeure”**: refers to any event or circumstance beyond the reasonable control of either party, such as natural disasters, strikes or government action, that prevents the performance of obligations under this Agreement.
- 3.9. **“Get Sorted”**: means Get Sorted (PTY) LTD with Registration No. 2024/230193/07, a company incorporated under the laws of South Africa with its registered office at 33 Medburn Road Camps Bay, 8005 and any affiliates, subsidiaries or partners thereof.
- 3.10. **“Intellectual Property”**: means any and all trademarks, trade names, logos, images, video content, branding, and other proprietary rights of the Client used in the context of their listing on the Platform.
- 3.11. **“Listing”**: refers to the inclusion of the Client’s profile and services in the Platform, subject to the terms and conditions of this Agreement, and made visible to users for the purpose of requesting services.
- 3.12. **“Listing Period”**: means the duration during which the Client’s listing on the Platform is valid, as specified in Section 4 of this Agreement.
- 3.13. **“Personal Data”**: means any information that relates to an identified or identifiable individual as defined under the Protection of Personal Information (POPIA) or other applicable data protection laws.
- 3.14. **“Platform”**: means the digital directory service provided by Get Sorted, through which Clients’s profiles and services are made available to users, and any associated software, websites and technologies.

- 3.15. **"POPIA"**: refers to the Protection of Personal Information Act No. 4 of 2013, and any other applicable data protection legislation under the laws of South Africa, governing the processing and protection of personal information.
- 3.16. **"Profile"**: means the page or listing that represents the Client's services on the Platform, containing all the relevant information as provided by the Client.
- 3.17. **"Profile Information"**: refers to the details, data, and content (including descriptions, images, qualifications and contact information) that the Client submits to populate their profile on the Platform.
- 3.18. **"Renewal"**: refers to the process by which the Client's listing may be extended or renewed upon the expiration of the Listing Period, subject to updated vetting and agreement terms.
- 3.19. **"Service(s)"**: refers to the specific services provided by the Client as detailed in their profile on the Platform, and any associated offerings that are requested by Users.
- 3.20. **"Service Offering"**: means the services or products provided by the Client, as described in the Client's profile, including service titles, categories, descriptions, and pricing.
- 3.21. **"Termination"**: refers to the cessation of the Agreement, either at the conclusion of the Listing Period, upon mutual agreement, or due to a breach of the Agreement by either party.
- 3.22. **"Third Party"**: refers to any individual, organisation, or entity that is not a party to this Agreement, including but not limited to external vendors or service providers engaged by Get Sorted to perform specific functions.
- 3.23. **"User"**: refers to any individual or entity who accesses the Platform to request services or view listings provide by vendors like the Client.

3.24. **“Vendor”**: refers to any individual or company that offers services listed on the Platform, including the Client upon successful vetting and approval.

3.25. **“Vetting Documentation”**: means all documents and information the Client must submit as part of the vetting process, including but not limited to identity verification documents, criminal record checks, certifications, and proof of insurance.

3.26. **“Vetting Process”**: refers to the background check, documentation submission, and verification process that the Client must undergo to ensure compliance with the Platform’s requirements before being listed.

4. DURATION AND FEE

4.1. This agreement shall commence on the Signature Date for a period of **[12 months]** (the **“Listing Period”**), subject to the conditions of renewal and termination as provided for in clauses 6 and 15 respectively.

4.2. In consideration for listing, there is no listing fee, but the Client will be subject to a vendor vetting process which will be used to assess the Client’s eligibility in order to be listed.

4.2.1. Get Sorted reserves the right to implement a listing fee in future, upon the renewal of the agreement and at it’s sole discretion.

5. VENDOR VETTING

5.1. All Vendors will be vetted by Get Sorted and/or its appointed representative before they are eligible to be listed on the platform.

5.2. Participation in the vetting process does not guarantee that the Client will be placed on the platform.

5.3. Client must complete and supply all information necessary for the purposes of an automated background check and verification with Get Sorted or its appointed affiliate.

5.4. The Client specifically consents to Get Sorted performing a complete and in-depth background verification which includes but is not limited to verification of existence, criminal records checks, Companies and Intellectual Property Commission enquiries, revenue Enquires and all other relevant operational information.

5.5. The Client must submit the following documents, if applicable, to Get sorted for the purpose of vetting (unless otherwise advised by Get Sorted):

5.5.1. A documented report of a Criminal Record Check;

5.5.2. Proof of Certification and/or Qualification;

5.5.3. Proof of Address;

5.5.4. Identification Document;

5.5.5. Recent Selfie or Profile Picture;

5.5.6. Proof of Insurance.

5.5.7. The following documents are only required for Client's involved in the transportation of people:

5.5.7.1. Driver's license

5.5.7.2. Copy of ID (must be **over 21 years** of age)

5.5.7.3. Professional Driving Permit (PrDP)

5.5.7.4. Proof of Address

5.5.7.5. Vehicle Roadworthy Certificate

5.5.7.6. DEKRA Double Disk (Operator Card & Vehicle License Disk)

5.5.7.7. Driving Evaluation Report

5.5.7.8. Vehicle Insurance

5.5.7.9. Documented Report of a Criminal Record Check

5.5.7.10. The following documents are only required for Client's involved in the transport/delivery of goods using a Light Motor Vehicle (up to 3500kg):

5.5.7.8.1 Driver's License (Code B)

5.5.7.8.2 Vehicle Inspection Report (You will need a 2 or 4 door car)

5.5.7.8.3 Copy of ID (must be **over 18 years** of age)

5.5.7.8.4 Proof of Address

5.5.7.8.5 Documented Report of a Criminal Record Check

5.5.7.11. The following documents are only required for Client's involved in the transport/delivery of goods using a Motorbike:

5.5.7.11.1. Code A/A1 license

5.5.7.11.2. Copy of ID (must be **over 18 years** of age)

5.5.7.11.3. Proof of Address

5.5.7.11.4. Documented Report of a Criminal Record Check

5.5.7.11.5. Top Box (Size guide: 68cm x 53cm x 42cm) secured to your motorbike and able to fit a large pizza box. Must have a lid.

5.5.8. Should a Client be flagged during the vetting process, Get Sorted will contact them directly using the contact information provided, in order to request the updated information.

5.5.9. The Client will be entitled to 2 (two) business days to provide Get Sorted with their updated information. Failing which their sign up will be rendered void and they would then have to restart the process.

5.5.10. Alternatively, should there be any updates to the documentation required by Get Sorted, an email will be sent out to all Providers wherein which they would need to comply with within 7 days of the email being sent.

5.6. Get Sorted will vet all applications within 3-days of receipt of all necessary information as per clause 4.2 above.

5.6.1. Get sorted will inform the Client of all missing information/ short coming in vetting documentation within 48-hours of expiration of the above 3-day period.

5.6.2. The Client has **2 (two) business days** to supplement the vetting application, failing which the application will be considered void.

5.6.3. Should there be any updates to terms of this agreement, including the documentation required for the process of vetting, Get Sorted will notify the Client via email.

5.6.3.1. The Client will have 7 business days from date of delivery in which to comply with the notice delivered. Failure to do so will result in delisting.

5.7. If successful, the Client will be recorded as a vetted vendor on the Platform.

5.8. The Client's profile will be visible to users to request services only after compliance with Clause 5 below

5.9. By signing this agreement, all vendors consent to the distribution of their information, as shared, to 3rd parties enlisted by Get Sorted for the purposes of the vetting process.

5.10. After a Client is successfully vetted, they must then list their service on the App. The information pertaining to their services will then be viewable to Users on the platform.

5.11. The vetting of all vendors is at the sole discretion of Get Sorted, and its decision made in this regard is final.

5.12. The processing of the information provided by the Client will be treated as confidential and will be processed in accordance with the POPIA policies and procedures as applicable to Get Sorted.

6. RENEWAL

6.1. The Client is required to submit their documentation on an annual basis for review, should they wish to renew their listing, upon the expiry of the Listing Period. A background check and verification of their details will also be completed annually.

6.1.1. It is noted that the Client is to provide updated records of all documentation necessary for the vetting process to be conducted.

6.1.2. The client is subject to the vetting process on an annual basis.

6.2. The necessary vetting information must be provided to Get Sorted at least **1 (one)** calendar month prior to the expiration of the vetting period.

6.2.1. Indulgence in this regard is at the sole discretion of Get Sorted.

6.3. Upon receipt of the complete updated vetting information, Get Sorted will confirm the Client's eligibility for re-registration within **3-(three)** business days.

6.4. Failing successful submission of all necessary documentation within the stipulated time period, or the failure to satisfy the vetting process, the Client will be removed from the platform immediately and all upcoming appointments will be forfeited;

6.4.1. Users will also notified of the removal of the Client from the Platform and refunded accordingly, if necessary.

6.5. If no notice is received, The Client's service listing and profile will be deactivated without notice by Get Sorted, The Client will be required to then complete the vetting process in order to list on the platform.

6.6. In the event that the Client does not wish to renew this agreement, the Client must give written notice of their intention not to renew, **1 (one)** calendar month prior to expiry of the Listing Period.

6.7. In the event that the Client wishes to delist, at any point in time within their listing period, they must give written notice of their intention not to renew. Upon such notice, their Profile will be de-listed immediately and all their upcoming appointments will be cancelled;

6.7.1. Users will be refunded accordingly.

7. PROFILE INFORMATION

7.1. Upon successful completion of the process of vetting and subsequent to the approval of Get Sorted the Client is given access to the profile.

7.2. The Client is then entitled to populate the profile with the relevant information of service offering.

7.3. The information includes, but is not limited to the following:

7.3.1. Service title;

7.3.2. Service category (defined by Get Sorted);

7.3.3. Service Subcategory (defined by Get Sorted);

7.3.4. Location;

7.3.5. Number of people included in service;

7.3.6. Maximum number of people allowed;

7.3.7. Extra charges per person (or animal;)

7.3.8. Description of service offering;

7.3.9. Specialties;

7.3.10. Qualifications;

7.3.11. Experience;

7.3.12. Licenses/certifications (doc. Upload to be visible to users);

7.3.13. Portfolio images;

7.3.14. Video links;

7.3.15. Pricing packages;

7.4. Subsequent to receipt of the information above, Get Sorted will inform the Client of any further information or documentation required within **48-hours**.

7.5. Once the services are listed on the platform, the Client may not alter any information, this is to be done by Get Sorted. Should the Client need to alter any information, they will be required to contact Get Sorted to approve such changes.

7.6. Get Sorted has the discretion to alter the Information provided to ensure uniformity of its listings, provided that no substantial changes are made. The Client understands that the Information may not appear on the profile exactly as provided.

7.7. The Client will be listed and viewable by consumers within 48-hours of receipt of a complete record of information as accepted by Get Sorted, subject to 6.3 above.

7.8. Should the Client require any variations to the Information, such variations must be given in writing to Get Sorted.

7.8.1. Get Sorted will review the request and provide feedback to the Client within 10-days.

7.8.1.1. Should the review request be accepted, the update to the information will be affected within 1-day of acceptance by Get Sorted.

7.8.1.2. Should the review request be refused, The Client may request that the profile remain unchanged, alternatively that their profile be deactivated, which will be affected within 2-days of request for removal.

7.8.1.3. The aforementioned review is at the sole discretion of Get Sorted.

7.9. Should the Client note any errors in the Information, the Client will advise Get Sorted who will correct the error as soon as reasonably possible.

7.10. The Client agrees that Get Sorted may use the Information on the Platform at its sole discretion.

7.11. All profile information requests and queries may be addressed to:

7.11.1. support@getsortedservices.com

8. APPLICATION SERVICES

8.1. As part of the Platform, Get Sorted will list the following information for the client:

8.1.1. Post the geographical location of the Client's premises/ service offering;

8.1.2. Update the profile with accepted promotional or discount offers of the Client;

8.1.3. Provide a platform for which a customer can request a quote from the Client;

8.1.4. Use the Client's branding and logo in the profile;

8.1.5. Include the Client's description as provided by the Client;

8.1.6. Attach any certification or specialization of the Client;

8.1.7. Provide customer review cards to be placed on the Client's premises; and

8.1.8. Include photos of the Client's services as provided by the Client;

8.1.8.1. The Client supplying media hereunder takes sole responsibility for the contents of same as well as any and all potential claims arising from same.

8.1.8.2. Any photos provided must belong to the Client and cannot be copyrighted pictures.

8.1.8.3. Get Sorted will not be responsible for any pictures uploaded by Client of other people.

8.1.8.4. The Client further **confirms full title over said media** and rights of usage and distribution, indemnifying Get Sorted against any claims for usage and/ or distribution thereof.

8.1.9. The availability / Schedule of the Client in respect of service fulfilment.

9. CLIENT WARRANTY

9.1. The Client warrants that the information provided to Get Sorted relating to the Listing is accurate, updated and complete. Get Sorted may rely on and assume that any information provided by the Client is correct without being obliged to independently verify such information.

9.2. It is the sole responsibility of the Client to adhere to any legal or regulatory body policy and/or procedure in respect of its business.

9.3. Get Sorted accepts no liability or responsibility whatsoever for any warranties made on or on behalf of the client.

9.4. The Client further **confirms full title over all information and media** supplied in connection with this agreement indemnifying Get Sorted against any claims for usage and/ or distribution thereof.

10. INDEMNITY

The Client agrees to indemnify and hold **Get Sorted** harmless from and against any and all actions, claims, demands, proceedings or judgments (collectively "**claims**") and any and all losses, liabilities, damages, costs, charges, and expenses (collectively "**losses**") of whatever nature, which may be instituted, made or alleged against, or are suffered or incurred by the Client relating to **Get Sorted** listing of the Client.

11. CUSTOMER REVIEWS

11.1. The Client understands that its listing on Get Sorted's Platform allows customers to review the Client's service quality.

11.2. Get Sorted moderates each customer review to ensure that no racist, discriminatory, sexist, derogatory, harassment or similar inappropriate reviews are posted on the Website.

11.3. Removal of any customer reviews will be up to Get Sorted's sole discretion.

11.4. The Client is able to reply to any customer review, under its own account.

11.5. In addition to reviews, users will be able to rate vendors through a rating system provided on the Platform.

11.6. Get Sorted reserves the right to implement a preferential rating system whereby any and all vendors registered will be entitled to pay a fee for the purposes of increasing their visibility to users based, upon reviews, payments received and or both.

11.7. Get Sorted reserves the right to post independent reviews, alternatively ranking, alternatively scoring for the Client.

12. INTELLECTUAL PROPERTY

12.1. The Client grants Get Sorted the right to use its name, brand, image and likeness ("**Intellectual Property**") on the Website and in promotion of the Website. The grant of rights shall however continue up until the termination of this agreement read with clause 15.1.3. and until completely removed as a listed vendor.

12.2. All intellectual property provided to Get Sorted shall continue to vest in the Client.

13. GET SORTED WARRANTY

- 13.1. Get Sorted will take all reasonable security measures to ensure the safety and integrity of the Website and to exclude any virus, unlawful access and/or monitoring of the Website.
- 13.2. Get Sorted does not give any further warranty or make any representation that the Platform will operate error free or without interruption.
 - 13.2.1. Get sorted will not be responsible for any loss occasioned by the non-accessibility, or non-functioning of the Platform unless specifically due to Gross-negligence..
- 13.3. Get Sorted will not be liable for any service interruptions or losses resulting from use of the Platform, including but not limited to system failures or other interruptions that may affect user's access to our Platform.

14. DISCLAIMERS

- 14.1. Get Sorted provides the digital platform "As is" and "As available". Access to the Platform does not guarantee additional business from the Listing.
- 14.2. Get Sorted in no ways warrants that the Client and Consumer are suitable matches, the Client is responsible for ensuring an acceptable relationship.
- 14.3. The Platform is provided for service listing purposes only, there is no warranties or guarantees as to the actions or inactions of the users who may request or actually use services from the vendors.
- 14.4. Get Sorted will run a basic two factor authentication to vett Users, limited to verifying their email address and phone number. Get Sorted reserves the right to alter this process in future.
- 14.5. Should a dispute arise between vendors and users, or any other third party, Get Sorted is hereby released from losses of every kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way connected with such disputes, unless due specifically to Get Sorted's gross negligence.
- 14.6. Service Providers reserve the right to decline, refuse, or cancel any booking at their sole discretion, provided that the reason is reasonable and justifiable.

14.7 Examples of valid grounds for refusal or cancellation include, but are not limited to:

- The User's location or environment being unsafe or unsuitable for the provision of the service;
- The User displaying aggressive, threatening, discriminatory, or abusive behaviour, including verbal harassment;
- The service request involving tasks outside the Service Provider's professional qualifications or licensing;
- The User's failure to provide accurate or complete information necessary for the performance of the service;
- Any other circumstance that could reasonably compromise the Service Provider's safety or the lawful execution of the service.

14.8 Service Providers may request clarification or additional information from the User prior to commencing a booking. If the User refuses or fails to provide the requested information, the Service Provider may cancel the booking without penalty.

14.9 Get Sorted shall not be liable for any inconvenience, loss, or damages suffered by the Service Provider or User as a result of a lawful cancellation under this section.

15. LIABILITY

15.1 To the fullest extent permitted by law, Get Sorted's liability to the Client (Service Provider) arising out of this Profile Listing Agreement shall be limited to **R1,000 (ONE THOUSAND RAND) per claim** and only in circumstances where such liability results from gross negligence by Get Sorted or its appointed agents.

15.2 Get Sorted shall not be liable for:

- Any indirect, consequential, or punitive damages;
- Any reputational damage or loss of business caused by customer reviews, ratings, or the Client's visibility on the platform;
- Any technical issues, outages, or platform downtime;
- Any disputes between the Client and Users, except as expressly facilitated through Get Sorted's dispute resolution mechanisms.

- 15.3 Clients acknowledge that they are solely responsible for the accuracy of their profile information and for fulfilling any legal or regulatory obligations applicable to their business.
- 15.4 The Service Provider's liability to any User for loss, damage, or claims arising from services rendered via the platform shall be limited to **R1,000 (ONE THOUSAND RAND) per booking**, in accordance with the liability cap and exclusions set out in the **Get Sorted Service Provider Terms & Conditions**, which are incorporated into this Agreement by reference.
- 15.5 For clarity, nothing in this Agreement shall impose liability on a Service Provider for:
- Any indirect, incidental, punitive, or consequential damages;
 - Any dissatisfaction or disputes related to service outcomes that fall within reasonable industry standards;
 - Delays or service failures caused by factors outside the Service Provider's reasonable control;
 - Any damages arising from a User's failure to provide accurate information, access, or cooperation necessary for the performance of the service.

16. TERMINATION

This agreement shall terminate should:

16.1. The User fail to comply with the annual vetting requirements as per the agreement.

16.2. Either party becomes entitled to cancel this agreement in terms of clauses 16 and 17, pursuant to an unremedied breach of this agreement.

16.3. Upon termination, the following will apply:

16.3.1. The Client's profile will be de-listed immediately;

16.3.2. All upcoming appointments will be cancelled and;

16.3.3. Users with upcoming appointments will be notified of the Client's de-listing from the Platform and refunded accordingly within 30 days of termination.

17. PROCEDURE FOLLOWING TERMINATION

17.1. Should this agreement terminate for whatever reason, the following will occur:

17.1.1. Upon termination, Get Sorted will remove the Client's profile from the Platform immediately, all outstanding appointments will be cancelled and Users refunded accordingly within 30 days.

17.1.2. Upon termination, the Client shall not represent itself as being in any way connected with Get Sorted.

17.2. Get Sorted reserves the right to continue to use the Client's information on the Platform as a previous Client.

18. BREACH

18.1. Should either party commit a breach of any of the material provisions of this agreement, and fail to remedy that breach within 7 (**seven**) business days after receipt from the non-defaulting party of written notice calling upon the defaulting party to do so, then the party aggrieved by that breach shall be entitled, in addition to and without prejudice to any right it may have as a result of that breach either to:

18.1.1. Enforce specific performance of the terms hereof, whether or not such obligation is then due; or

18.1.2. Cancel this agreement, in which case written notice of the cancellation shall be given to the defaulting party, and the cancellation shall take effect on the giving of the notice, provided that no party shall be entitled to cancel the agreement unless the breach is a material breach

18.1.3. In either event, the aggrieved party shall be entitled to claim any damages it has suffered, provided that any such damages shall sound in money and shall be payable in cash.

19. JURISDICTION

The parties to this agreement agree that any dispute or claim out of or ancillary disputes arising out of this Agreement, including any validity, or termination, shall be submitted to the exclusive jurisdiction of the Magistrate's Courts and/or High Courts located within the Republic of South Africa.

20. NOTICES AND DOMICILIA

Each of the parties choose *domicilium citandi et executandi* ("**domicilium**") for the purposes of the giving of any notice, the payment of any sum, the serving of any process and for any other purposes arising from this agreement at their respective addresses set out on the cover page hereof.

21. GENERAL TERMS

- 21.1. **Survival of Rights, Duties and Obligations:** Termination of this agreement for any cause whatsoever shall not release either party from any liability which at the time of termination has already accrued to the other or which thereafter may accrue in respect of any act or omission prior to such termination.
- 21.2. **Variation:** No alteration, consensual cancellation, variation of, or addition to this agreement shall be of any force or effect unless reduced to writing and signed by both parties.
- 21.3. **Indulgences:** No indulgence, leniency or extension of time which any party ("**the grantor**") may grant or show to the other shall operate as an estoppel or in any way prejudice the grantor or preclude the grantor from exercising any of its rights in the future.
- 21.4. **Governing law:** This agreement shall be governed by and interpreted in accordance with the law of the Republic of South Africa. All disputes, actions and other matters in connection with this agreement shall be determined in accordance with such law.
- 21.5. **Cumulative Rights and Remedies:** The rights and remedies of the parties under this agreement are cumulative and in addition to any rights and remedies provided by law.
- 21.6. **Data Protection and Privacy:** The App does not save any User's bank or card information, all financial data is securely managed by an industry compliant, Third-Party Banking Partner appointed by Get Sorted, whom all parties agree may receive necessary information from Get Sorted.
- 21.7. Get Sorted implements strict access control measures by way of Role-based Access Control (RBAC) and Token-based Authentication (TBAC) for both Service Providers and Customers.
- 21.8. **Third-party Data Processors:** Get Sorted reserves the right to share the User data necessary with select Service Providers for the performance of their specific platform operations functions, inclusive but not limited to, payment processors and other service providers.

21.8.1. Usage of such data is only for that necessary for the performance of their specific functions and Service Providers are strictly prohibited from using same for any other purposes.

21.9. **Payment Card Industry Data Security Standard (PCI-DSS):** In the case of payment processing, Get Sorted hereby warrants that they have completed the mandatory PCI-DSS self-assessment and whilst Get Sorted does not .store any card information, Third-party Payment providers used will be required to comply with PCI-DSS standards, applicable to companies handling credit card information whereby requirements are enforced for secure data storage, processing and transmission.

SIGNED AT THIS DAY OF..... **2025**

As Witnesses

1. _____

2. _____

GET SORTED (PTY) LTD

Name:

Capacity:

who warrants that s/he is duly
authorised thereto

SIGNED AT THIS DAY OF.....**2025**

As Witnesses

1. _____

2. _____

[insert]

Name:

Capacity:

who warrants that s/he is duly
authorised thereto