



PROVIDER AGREEMENT

between

GET SORTED (PTY) LTD

with Registration No. 2024/2301931/07

of 33 Medburn Road Camps Bay, 8005

"Get Sorted"

and

[INSERT PROVIDER FULL COMPANY NAME/SOLE PROPRIETORS NAME]

with Registration No./ Identity No. **[insert]**

of **[insert physical address]**

("The Provider")

GENERAL TERMS AND CONDITIONS FOR GET SORTED APP PROVIDERS

1. INTRODUCTION

Get Sorted and/or the Application (“hereinafter App”) provides an online application platform which allows Users to search for and select Service Providers/Vendors offering services of a varying nature. The App is a resource for the parties to find each other and conclude a transaction privately amongst themselves. Get Sorted and/or the App itself does not sell or offer any physical services, but simply enables users and Providers to meet and transact, using the App. The Provider is the seller to the user, and the user is the buyer from the Provider; Get Sorted and the App are merely a limited payment agent and facilitator for both parties to conduct their private transaction.

2. TERMS AND CONDITIONS

2.1. This document sets out the terms and conditions (“**the Terms**”) that govern the commercial relationship between Get Sorted and the Provider, in instances where an App user wishes to purchase the services from the Provider from time to time as part of the Provider’s inclusion and advertisement on the applicable Get Sorted online platforms (collectively the “**Get Sorted App**”/“**App**”).

2.2. All information pertaining to services and availability published on a Provider’s profile constitutes an irrevocable offer to Users of the App, acceptance occurs on the completion of any purchase order, service request, or similar commercial agreement from or with Get Sorted and/or the App and its users (“**the Services**”) indicates the Provider’s explicit/tacit acceptance of the Terms.

2.3. The Terms are subject to any additional written agreement entered into and signed between Get Sorted and the Provider.

3. RELATIONSHIP OF THE PARTIES

3.1. The relationship between the parties is governed by the Terms and does not constitute a joint venture, agency, partnership, employer/employee or similar type relationship. The Provider is at all times an independent contractor of Get Sorted, and as such, is in control of its own work schedule, clients and tools, amongst other work features.

3.2. All consumer protection or other relevant legislation applicable between a buyer and seller will apply between the user and Provider only, as the respective parties to their transaction. Get Sorted therefore has no legal obligations in that regard.

3.3. Each User will be required to sign an indemnity form, which governs the relationship between them and the Provider, as part of the App’s Terms and Conditions. Upon acceptance of the Terms and Conditions of the App, they will be

bound by the terms of use of the app and of the relationship between themselves and the Provider.

4. **DEFINITIONS**

Unless the context states otherwise, the following words shall convey the following meaning:

- 4.1. **"Account"**: The personal account created by a User or Provider on the Get Sorted App, which allows access to and management of the Get Sorted Services, including personal information, booking history and payment methods.
- 4.2. **"Agreement"**: Refers to this agreement entered into between the parties, governing the terms and conditions of the services provided by the Provider to Get Sorted.
- 4.3. **"Aggrieved Party"**: The party who is not in breach of the Agreement and who seeks to enforce the rights or remedies due to a breach by the other party.
- 4.4. **"App"**: The mobile application or online platform developed and operated by Get Sorted, which facilitates the connection between Users and Providers for the provision of services.
- 4.5. **"Business Day"**: Any day, other than a Saturday, Sunday, or public holiday, on which commercial banks are open for business in South Africa.
- 4.6. **"Cancellation"**: The act of terminating the Agreement due to a material breach by one party, with written notice provided to the defaulting party. Also refers to the act of a User or Provider terminating an appointment or service request made through the Get Sorted App, as described in the Cancellation and Refund Policy.
- 4.7. **"Client"**: A term used to refer to either the User or Provider, as contextually appropriate, engaged in a transaction or service provision through the Get Sorted platform.
- 4.8. **"Confidential Information"**: Any information, including but not limited to trade secrets, business methods, client lists, and other proprietary material, that is disclosed by one party to the other during the term of this Agreement, and is intended to remain confidential.

- 4.9. **“Dispute Resolution”**: The process through which any disputes arising from or in connection with this Agreement will be resolved, and the jurisdiction where such disputes will be settled.
- 4.10. **“Dispute Resolution Mechanism”**: The procedures outlined in the agreement for resolving conflicts or disputes between the parties, including internatl resolution steps and any legal remedies available.
- 4.11. **“Domicilium”**: The address chosen by each party for the purpose of receiving legal notices, payments, and serving legal processes.
- 4.12. **“Escrow”**: A system where payment for services rendered is held by Get Sorted on behalf of Users and Providers until the service is completed, at which point the payment is released to the appropriate party.
- 4.13. **“Force Majeure”**: A situation in which a party is unable to perform their obligations under this Agreement due to events or circumstances beyond their reasonable control, such as natural disasters, strikes or government actions.
- 4.14. **“Get Sorted”**: The entity providing the online platform (the App) and facilitating the connection between Users and Providers, without being a direct seller of services, but a transaction facilitator.
- 4.15. **“Get Sorted Services”**: The services and functionalities provided through the Get Sorted platform, including the facilitation of transactions between Users and Providers, marketing, payment processing and other related services.
- 4.16. **“Indemnity”**: A provision under which one party agrees to hold the other harmless for certain losses, expenses, or liabilities arising from specified actions or omissions.
- 4.17. **“Intellectual Property”**: Refers to all material, information, data, software, logos, trademarks, designs, and any other creative work protected under intellectual property law, owned or licensed by Get Sorted or the Provider.
- 4.18. **“Magistrates Court”**: The designated court of law in the Republic of South Africa that has exclusive jurisdiction over any disputes arising from this Agreement.

- 4.19. **“Platform Fee”**: The fee charged by Get Sorted to the Provider for using the platform for booking and payment processing, as set forth in the pricing structure.
- 4.20. **“Provider”**: A service provider or vendor who offers services through the Get Sorted platform, responsible for fulfilling service requests placed by Users through the App.
- 4.21. **“Provider Fee”**: The amount paid by the customer to the Provider for the services provided, excluding additional fees, such as service or platform fees.
- 4.22. **“Refund”**: A payment returned to the User in the event of service cancellation or dissatisfaction, as detailed in the Cancellation and Refund Policy.
- 4.23. **“Service”**: The offerings provided by the Provider to the User through the Get Sorted platform, including but not limited to transportation, delivery, and other services as listed in the Provider’s profile.
- 4.24. **“Service Fee”**: The fee charged by Get Sorted for facilitating the connection and transaction between Users and Providers, as described in the applicable payment terms.
- 4.25. **“Service Standards”**: The quality, conduct, and response time expectations set by Get Sorted and agreed to by the Provider, ensuring services are provided in a professional manner.
- 4.26. **“Termination”**: The ending of this Agreement, either due to mutual consent or because of a material breach by one of the parties.
- 4.27. **“Third-Party Data Processors”**: External service providers authorised by Get Sorted to handle user data in specific functions, such as payment processing, in accordance with their respective privacy and data protection standards.
- 4.28. **“User”**: An individual who accesses and uses the Get Sorted App to request or purchase services from Providers.

- 4.29. **“Written Notice”**: A formal written communication, including but not limited to email or physical mail, required to be delivered in accordance with the terms of this Agreement.

5. **THE SERVICES**

The Provider will provide the following as part of the service offering:

- 5.1. Provide Get Sorted with all necessary information in respect of the services that the Provider will provide on the App, relevant media or pictures and the all-inclusive price thereof;
- 5.2. Timeously accept and complete all Services placed by a user through the **Get Sorted** App with the Provider from time to time;
- 5.3. Allow, and grant to, Get Sorted, a right to the Provider’s trade name and logo to be used only on the App and/or by Get Sorted when advertising or describing the Provider’s Services on the App or to other Providers and/or App users; and or for public advertisement and
- 5.4. Provide correct and up-to-date information regarding the Provider’s Services, prices, availability, class details, Provider qualifications and training experience, to Get Sorted and/or the App when necessary or requested.
- 5.5. Should a Providers services fall within one or more of the subcategories listed below, strict compliance with Annexure “B” to this agreement is required;
- 5.5.1. Collection and delivery of goods;
- 5.5.2. Transportation of a User (i.e ride-sharing) and/or delivery of items;
- 5.5.3. Purchase and delivery of goods;

6. **PAYMENT TO PROVIDER FOR SERVICES RENDERED**

- 6.1. Payment in respect of any service booked on the App (excluding Errand Services – see Annexure “B”) will be priced as per the pricing and payout structure set out in terms of Annexure “A”.

7. **TERMINATION**

This agreement shall terminate should:

- 7.1. The Provider fail to comply with the annual vetting requirements as per the agreement
- 7.2. Either party becomes entitled to cancel this agreement in terms of clauses 10 and 12, pursuant to an unremedied breach of this agreement
- 7.3. Upon termination, the following will apply:
 - 7.3.1. The Client's profile will be de-listed and removed from the platform immediately;
 - 7.3.2. All of the Client's future appointments will be cancelled and;
 - 7.3.3. User's with upcoming appointments will be notified of such de-listing and refunded accordingly within 30 days.
 - 7.3.4. Upon de-listing, the Client shall not represent itself as being in any way connected with Get Sorted.
- 7.4. Get Sorted reserves the right to continue to use the Client's information on the Platform as a previous Client

8. **GENERAL OBLIGATIONS OF GET SORTED**

- 8.1. Get Sorted undertakes to the Provider that it and/or the App, as the case may be, will:
 - 8.1.1. Ensure that all Services performed by the Provider are detailed to credit or attribute the Provider, including the use of the Provider's name and/or logo next to its Service options offered on the App;
 - 8.1.2. Ensure that the Provider is paid the total fee owed to them in respect of the service booked immediately, or as soon as reasonably practicable on the completion of the duties by both the User and the Provider.

Should the Provider for any reason confirm that the service is complete and request escrow release, upon the failure of the User to respond, payments will then be automatically released within 30 minutes following the Providers request.

8.1.3. Provide the Provider with clear, timeous and reasonable instructions and directions where necessary; and

8.1.4. Positively promote the Provider and its available Services on the App and through its business and customer network generally.

9. **GENERAL OBLIGATIONS OF THE PROVIDER**

The Provider warrants to Get Sorted in relation to the Services that they:

9.1. Shall render the Services in accordance with this agreement and shall act in such a manner as they reasonably consider to be most beneficial to the interests of Get Sorted and the user;

9.2. Shall adhere strictly to all Get Sorted's applicable Codes and Policies, especially those concerning Conduct and Ethics, as available from [Get Sorted Code of Ethics & Business Conduct.shpdf](#);

9.3. Shall provide the Services as per the exact description and specifications of the as detailed by the Provider to Get Sorted and/or on the App;

9.4. Shall maintain and be responsible for any registration or access to the App as required to render the Services or its general transactional services to a user;

9.5. Shall, during their regular trading hours, use all their effort to be available to receive and subsequently provide the Services placed by a user and/or the App;

9.6. Shall perform the Services as required and in adherence with any order placed, to the best of their ability;

9.7. Shall provide Get Sorted with correct information relating to any and all Services made available to Get Sorted and/or on the App for sale;

9.8. Shall notify Get Sorted immediately when any service is no longer available as advertised, for any reason;

9.9. Shall provide Get Sorted with any updates or changes to any information relating to the Services immediately upon such changes occurring;

- 9.10. Are reasonably experienced, organised, financed, equipped, qualified, licensed and able to render the Services in each and every respect;
- 9.11. Shall undertake all Services strictly in accordance with any and all laws and codes applicable to the Provider's qualification, actions or location of Services rendered;
- 9.12. The Provider shall maintain strict confidentiality regarding any information gained through the provision of services as per the requirements set out in the Protection of Personal Information Act No. 4 of 2013 (POPIA);
- 9.13. The Provider shall maintain the necessary and adequate insurance coverage for their services, including any liability arising from the performance of their obligations;
- 9.14. The Provider hereby warrants that they will be personally liable for any losses, damages and/ or or claims arising from their own negligence or wilfull misconduct in the performance of services;
- 9.15. The Provider shall comply with all the required health and safety regulations applicable to the provision of their services;
- 9.16. The Provider hereby acknowledges that they are not the exclusive provider of services offered by Get Sorted and that Get Sorted may contract with other providers offering similar services;
- 9.17. Service standards – The Provider warrants that they will adhere to the service standards specified by Get Sorted including but not limited to the specifications set out in respect of response times, user interactions, and any further quality control requirements deemed necessary;
- 9.18. The Provider agrees to cooperate with Get Sorted in resolving any disputes or complaints raised by users regarding the services, providing all necessary information and acting in good faith to resolve the issues promptly.
- 9.19. Shall exercise due care, diligence and skill in the provision of the Services; and
- 9.20. Shall not do anything or allow any act to be done which does or is reasonably and foreseeably likely to prejudice the good name and reputation of Get Sorted

or the users, failing which, the Provider will immediately be deemed to be committing a material breach of this agreement.

10. **CANCELLATION AND REFUND POLICY**

- 10.1. In the event that the User cancels the appointment the following will apply:
- 10.2. If the appointment is cancelled more than 24 hours before the scheduled time, the User will be entitled to a **100% (full)** refund;
- 10.3. If the appointment is cancelled within 12-24 hours before the scheduled time, the User will be entitled to a **50% (half)** refund of the full price paid at checkout;
 - 10.3.1. The remaining **50%** will be split between Get Sorted and the Provider according to the standard payment terms as set out in Annexure "A" below;
- 10.4. Should the appointment be cancelled less than 12 hours before the scheduled time, the User will receive no refund.
- 10.5. In the event that the User arrives late for their appointment, the following will apply:
- 10.6. The Provider will allow for a 15 minute grace period for the User to arrive;
- 10.7. Whereafter once the grace period has passed, the User will be entitled to no refund and the Provider is entitled to decide whether to cancel the appointment entirely or proceed on reduced time. The User and Get Sorted will still be paid as if the appointment has occurred.
- 10.8. In the event that the User does not attend their appointment at all, they will not be entitled to any refund.
- 10.9. Get Sorted would still be entitled to keep their commission.
- 10.10. The Provider would still receive their full fee.
- 10.11. In the event that the Provider cancels the appointment, the full amount paid by the User will be held in escrow until the service has been attended to. Should the Provider cancel the appointment then the User will be entitled to a full refund of the amount paid at checkout, inclusive of all fees.

- 10.12. In the event that the Provider arrives late for the appointment, a 15 minute grace period will also apply. Whereafter once that period has lapsed, the User would be entitled to cancel the appointment and receive a full refund.
- 10.13. In the event that the Provider fails to attend the appointment, the user would be entitled to a full refund.
- 10.14. Notwithstanding the above, should a User receive services which they deem as unacceptable, sub-standard of a reasonable service provider or of poor quality, Get Sorted will notify the Provider of such defect immediately upon receipt of complaint and the following will apply:
- 10.15. The User would be entitled to a partial/full refund granted that their complaint is reported to Support within 24 hours of the occurrence.
- 10.16. This being subject to Get Sorted having considered the complaint and deemed same valid.
- 10.17. The assessment will be at the sole discretion of Get Sorted and will be based upon the standard of a reasonable service provider in the field.
 - 10.17.1. Should the User fail to report their issue within 24 hours, they will no longer be entitled to receive a full refund.
 - 10.17.2. Once the complaint has been reported to Get Sorted, this will be sent to the Support department dealing with such complaints.
- 10.18. Get Sorted is to address a response to the complaint within 5 business days.
- 10.19. Whilst not obliged, Get Sorted reserves the right to engage in any such dispute to assist the private parties reach a solution. Get Sorted is however under no obligation to do so.
- 10.20. Should either Users or Providers on the App arrive late or fail to show for appointments, they will be given written notice by Get Sorted.
- 10.21. On Second notice Get Sorted may immediately pause, delete or suspend the account depending on the nature of the circumstances.

- 10.22. Get Sorted reserves the right to suspend or deactivate any User or Providers account at any time without notice.

11. **LIABILITY AND INDEMNIFICATION**

- 11.1. Each party warrants to the other party that any information, including but not limited to, images, documents or design files, provided to a party in connection with the Services is free from any copyright and/or does not infringe upon any rights of any third party to which the information belongs.
- 11.2. Apart from instances of fraud or gross negligence, Get Sorted will not be liable for loss, damage, injury, death or delay, including loss of profits, income and consequential damages, suffered by the Provider as a result of these Terms, their use of the Services and/or the App or negligence in respect thereof.
- 11.3. The Provider agrees to hold harmless and indemnify Get Sorted against any losses, expenses, claims, injury, death, damage or delay, including loss of profits and consequential damages, suffered by the Provider or any user or third party arising as a result of the Provider's breach of these Terms, or use of the Services and/or the App.
- 11.4. To the fullest extent permitted by law, Get Sorted's total liability to the Provider for any claim arising from or related to this Agreement or the Provider's use of the platform shall be limited to a maximum of **R1,000 (ONE THOUSAND RAND) per claim**, and only in cases where such loss or damage arose due to gross negligence by Get Sorted or its appointed agents.
- 11.5. In no event shall Get Sorted be liable for:
- Any indirect, incidental, punitive, or consequential losses;
 - Any loss of anticipated earnings or business opportunities;
 - Any disputes between the Provider and a User regarding service quality or payment, except as expressly facilitated through Get Sorted's platform dispute resolution mechanisms;
 - Any service interruptions, downtime, or technical failures of the platform;
 - Any conduct or actions of Users outside of the platform's control.
- 11.6 Providers acknowledge and agree that they render services to Users at their own risk, and Get Sorted shall not be deemed a party to any service contract between a Provider and a User.

11.7 Claims relating to this section must be submitted in writing to Get Sorted within **7 (seven) days** of the event giving rise to the claim. Failure to do so will result in forfeiture of the claim.

11.8 Service Providers operating on the Get Sorted platform act as independent contractors and reserve the right to decline, refuse, or cancel any booking at their sole discretion, provided that the reason is reasonable and justifiable.

11.9 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 that fall outside the Provider's professional qualifications or legal licensing;
- The User's failure to provide accurate or complete information necessary for the Provider to render the service;
- Any other circumstance that could reasonably compromise the Provider's safety or the lawful performance of the service.

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

11.11 Get Sorted shall not be liable to the Service Provider or any User for any inconvenience, loss, or damages arising from a lawful cancellation executed under this section.

11.12 Service Providers operating on the Get Sorted platform act as independent contractors, and not as employees, agents, or representatives of Get Sorted. Each Service Provider is solely responsible for exercising reasonable care and skill in the performance of the services they offer.

11.13 To the extent permitted by law, the maximum liability of any Service Provider to a User for loss, damage, or claims arising from services rendered – whether in contract, delict (tort), or otherwise – shall be limited to **R1,000 (ONE THOUSAND RAND) per booking**.

11.14 In no circumstances shall a Service Provider be liable for:

- Any indirect, incidental, punitive, or consequential damages;
- Any dissatisfaction or disputes related to service outcomes that fall within reasonable industry standards;

- Delays, service interruptions, or failures caused by factors beyond their control;
- Any damages arising from the User's failure to provide accurate information, access, or cooperation necessary to perform the service.

11.15 Users acknowledge that they contract with Service Providers at their own risk and that Get Sorted shall not be held vicariously liable for any claims beyond the liability expressly set out in these Terms.

12. **BREACH**

12.1. 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:

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

12.1.2. 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

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

13. **SERVICE PERFORMANCE REVIEW**

13.1. The parties shall conduct an annual review of the Services rendered by the Provider and of the performance of the Provider in terms of this agreement, from which review Get Sorted shall be entitled to impose additional service level standards and requirements on the Provider in respect of the Services which shall be deemed to be incorporated herein on the giving by Get Sorted of written notice to the Provider to such effect.

14. **INTELLECTUAL PROPERTY PROTECTION**

14.1. Both parties will allow, and grant to the other party a right to use each other's trade name and logo to be used only on the App and/or by the relevant party when advertising and/or describing the Provider's Services on the App, or Get Sorted services or the App or to other Provider and/or App users. No other rights relating to any other intellectual property belonging to the Provider or Get Sorted

are granted to the other party, unless expressly done so in writing between the parties.

14.2. All material, information, data, software, icons, text, graphics, lay-outs, images, sound clips, advertisements, video clips, trade names, logos, trade-marks, designs, copyright and/or service marks (as well as the organisation and layout of the App) together with the underlying software code of the App and/or Get Sorted are owned (or co-owned or licensed, as the case may be) by Get Sorted, its members, associates and/or partners, whether directly or indirectly, and as such, are protected from infringement by domestic and international legislation and treaties.

14.3. Subject to the rights afforded to the Provider in these Terms, all other rights to all intellectual property on the App or of Get Sorted are expressly reserved. The Provider may not copy, download, print, modify, alter, publish, broadcast, distribute, sell or transfer any intellectual property, content, graphics or other material on the App or the underlying software code, or of Get Sorted generally, whether in whole or in part, without the written consent of Get Sorted first being granted to it, which consent may be refused at the discretion of Get Sorted. No modification of any intellectual property or content or graphics is permitted.

14.4. Get Sorted reserves the right to make improvements or changes to the intellectual property, information, artwork, graphics and other materials on the App, including that of an Provider in their advert, or to suspend or terminate the App, at any time without notice; provided that any transaction already concluded through the App will not be affected by such suspension or termination (as the case may be).

15. **FORCE MAJEURE**

15.1. If either party is prevented from, hindered or delayed in performing any obligation under these Terms by reason of any circumstance beyond its reasonable control (including but not limited to, acts of god, governmental restraints, strikes, labour disputes (other than strikes or labour disputes by its own staff), war, extreme weather, electrical load-shedding, fire, flood, riot, sabotage and terrorism), it shall be excused performance to the extent affected by the circumstances concerned so long as it shall both give notice to the other party of those circumstances promptly after they first affected performance and use all reasonable commercial endeavours to remove or avoid their cause or effect.

16. **CONFIDENTIALITY**

16.1. Neither party shall during or after the provision of their services use to the prejudice or detriment of the other party, or divulge to any person any material, client list, business method, trade secret or any other confidential information concerning the business affairs of the other party which may have come into its possession or knowledge during the course of this agreement or provision of the Services.

16.2. The parties may only advertise their affiliation specifically as agreed between them and only on the terms specified between them.

17. **DISPUTE RESOLUTION**

17.1. 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 within the Republic of South Africa.

18. **NO CESSION OR ASSIGNMENT**

18.1. The Provider shall not be entitled to cede, assign, transfer or delegate all or any of its rights, obligations, interests in, under or in terms of the Terms to any third party without the prior written consent of **Get Sorted**.

19. **SERVICE ADDRESS**

19.1. 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 outlined in this agreement and/or specifically identified in writing between the parties from time to time.

20. **GENERAL**

20.1. **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.

20.2. **Variation of this Agreement:** 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.

20.3. **Counterparts:** This agreement may be signed in any number of counterparts, all of which taken together shall constitute one and the same instrument.

20.4. **Governing Law:** This agreement shall be governed by and interpreted in accordance with the laws 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.

20.5. **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.

- 20.6. **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.
- 20.7. **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.
- 20.8. 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.
- 20.9. **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.
 - 20.9.1. Usage of such data is only forfor the performance of their specific functions and Service Providers are strictly prohibited from using same for any other purposes.
- 20.10. **Payment Card Industry Data Security Standard (PCI-DSS):** In the case of payment processing, 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.

I acknowledge that I have read and understood the Terms and agree to be bound by the terms of same.

Signed at _____ on the ____ day of _____ **2025.**

THE PROVIDER

Full Name:

Capacity:

who warrants that s/he is duly authorised thereto
in respect of the Provider.

[insert full company name]

Full Name:

Capacity:

who warrants that s/he is duly authorised thereto
in respect of **Get Sorted.**

WITNESS 1

Full Name:

WITNESS 2

Full Name:

ANNEXURE "A"

GET SORTED PRICING AND PAYOUT STRUCTURE:

Any services booked on the Get Sorted App (excluding Errand Services) will be priced and paid out to the relevant parties as set out below:

1. Customer Payment

Customer Payment = **Bundled Service Price** (Provider Fee plus a platform access fee) + **Platform Fee** (percentage of Provider Fee) + **Tip** (optional) + **Applicable Taxes**

The exact amounts and percentages applicable to each service will be displayed to the customer at checkout before confirming payment.

2. Provider Payout

Provider Payout = **Provider Fee** - **Platform Commission (percentage of Provider Fee)** + **Tip (if added by Customer)**

Note: The platform access fee included in the bundled service price is retained by Get Sorted and is not paid to the provider.

3. Get Sorted Payout

Get Sorted Payout = **Platform Access Fee** + **Platform Fee** + **Platform Commission (percentage of Provider Fee)**

The specific amounts or percentages may vary by service type and will be displayed on the platform.

4. Disclaimers

4.1. Both the User and the Provider contribute to the cost of utilizing the platform. For customers, this contribution is reflected through the platform access fee included in the bundled service price and the platform fee.

4.2. Providers are charged a commission on their provider price for access to the platform and related benefits.

4.3. For pricing transparency, the bundled service price displayed to customers includes a platform access fee. This amount is retained by Get Sorted and does not form part of the provider's payout.

4.4. Applicable taxes (such as VAT) are charged on all products and services purchased through the platform.