



GET SORTED USER'S TERMS & CONDITIONS

1. INTRODUCTION/ NATURE OF THE RELATIONSHIP

- 1.1. Get Sorted will provide the Services to Users in accordance with these terms. The Get Sorted Services constitutes the provision of an online directory only that enables Users to:
 - 1.1.1. arrange and schedule certain services with independent third-party providers of those services that have an agreement with Get Sorted or its affiliates ("Third Party Providers").
- 1.2. By agreeing to the terms and conditions as set out below, Users hereby agree as follows:
 - 1.2.1. Get Sorted does not provide transportation services or function as a transportation carrier;
 - 1.2.2. all transportation and/or delivery services ("errand services") are provided by Third Party Providers which are independent third party contractors, not employed by Get Sorted or any of its affiliates;
 - 1.2.3. Get Sorted does not provide delivery services or shopping services; and .
- 1.3. Subject to Users compliance with the terms as set out below, Get Sorted grants Users a limited, non-exclusive, non-sublicensable, revocable, non-transferable licence to:
- 1.4. access and use the Get Sorted App on their personal devices solely in connection for the use of the Get Sorted Services; and

- 1.5. access and use of any content, information and related materials that may be made available through the Get Sorted Services, in each case solely for Users personal, non-commercial use.
- 1.6. Any rights not expressly granted herein are reserved by Get Sorted and Get Sorted's licensors.

2. DEFINITIONS

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

- 2.1. **"Account"**: The personal account created by a User on the Get Sorted App, which allows access to the Get Sorted Services, including the management of personal information and payment methods.
- 2.2. **"Account Suspension/Deactivation"**: The temporary or permanent suspension or deactivation of a User's or Provider's account by Get Sorted for any violation of these terms and conditions or other misconduct.
- 2.3. **"Application/ App"**: The mobile application or platform developed by Get Sorted, through which Users and Service Providers access and utilize Get Sorted's services.
- 2.4. **"App Stores"**: The digital platforms, such as but not limited to Apple's App Store or Google Play, through which Users may download the Get Sorted App. The App Stores are not parties to these terms and conditions.
- 2.5. **"Agreement"**: The terms and conditions set forth in this document, as amended from time to time, that govern the relationship between the Users and Get Sorted.
- 2.6. **"Breach"**: A violation or non-performance of any material provision of this Agreement by either party, as described in Clause 10, which remains unresolved after 7 business days from the receipt of written notice requesting a remedy.

- 2.7. **“Business Days”**: A day other than a Saturday, Sunday, or public holiday on which commercial banks are open for business in South Africa.
- 2.8. **“Commercial Electronic Messages”**: Electronic messages, including emails, SMS messages, push notifications, and other forms of digital communication, sent by Get Sorted to Users, including marketing and transactional messages.
- 2.9. **“Coupon/Promo Codes”**: Promotional codes issued by Get Sorted or its affiliates, which Users may redeem for benefits such as account credits or discounts related to third-party services.
- 2.10. **“Delisting”**: The removal or suspension of a User's or Service Provider's profile from the App by Get Sorted due to a breach of the terms of this Agreement as detailed in Clause 10 below.
- 2.11. **“Dispute Resolution Mechanism”**: The processes and procedures outlined in Clause 19 below for resolving conflicts or disputes that arise between the Parties under this Agreement, including internal resolution steps before resorting to legal action.
- 2.12. **“Errand Services”**: Transportation and/or delivery services provided by Third Party Providers through the Get Sorted platform.
- 2.13. **“Escrow”**: A system where funds are held by Get Sorted on behalf of Users and Third-Party Providers until the services are completed, after which payment is released to the appropriate party.
- 2.14. **“Gratuity”**: An optional additional payment Users may choose to give to a Third Party Provider in appreciation of their services, but which is not designated or required by Get Sorted except in specific cases.
- 2.15. **“Governing Law”**: The legal jurisdiction and laws of the Republic of South Africa, under which the rights and obligations under this Agreement will be interpreted and enforced.

- 2.16. **“Indemnified Party”**: Any person or entity, such as Get Sorted or its affiliates, who is entitled to protection from claims or losses as described in Clause 16, as a result of Users’ actions or breaches.
- 2.17. **“Lawful Purpose”**: A use or activity that complies with applicable laws, regulations, and the terms of this Agreement, including any prohibited conduct outlined by Get Sorted.
- 2.18. **“Material Breach”**: A significant violation of the terms of this Agreement that undermines the purpose or effectiveness of the Agreement and gives the aggrieved party the right to cancel the Agreement or demand specific performance.
- 2.19. **“POPIA”**: The Protection of Personal Information Act No. 4 of 2013, which governs the collection, use, and protection of personal information in South Africa.
- 2.20. **“POPI Agreement”**: The Protection of Personal Information (POPI) Act agreement, which outlines how Get Sorted collects, processes, and protects the personal information of Users, as described in the privacy notice available on the Platform website.
- 2.21. **“Provider”**: A third-party service provider or contractor who provides services to Users via the Get Sorted platform.
- 2.22. **“Provider Fee”**: The amount payable to Third Party Providers for services provided, which is facilitated by Get Sorted through the platform.
- 2.23. **“Refund”**: A payment returned to the User in the event of a cancellation, dispute, or failure of service as outlined in these terms, subject to specific conditions and timelines.
- 2.24. **“Service Fees”**: Fees charged by Get Sorted for facilitating the arrangement and scheduling of services through the platform, which may be separate from Third Party Charges.

- 2.25. **“Service Performance Review”**: The evaluation conducted by Users to assess the quality and performance of the services rendered by Providers, as set forth in Clause 13 below.
- 2.26. **“Service Providers”**: The providers of services listed on the Get Sorted platform, who are responsible for delivering services to Users as arranged through the App.
- 2.27. **“Third Party Charges”**: The charges imposed by Third Party Providers for services or goods provided to Users through the Get Sorted platform. This includes any applicable taxes or fees associated with such services.
- 2.28. **“Third Party Providers”**: Independent contractors or service providers who have an agreement with Get Sorted or its affiliates to offer services through the Get Sorted platform. These service providers are not employees of Get Sorted.
- 2.29. **“Users”**: Individuals who access and use the Get Sorted App and Services, and who agree to these terms and conditions.
- 2.30. **“User Content”**: Any content, data, information, or material submitted or uploaded by the User to the App or provided in connection with the Get Sorted services, including reviews, feedback, and personal information.
- 2.31. **“Written Notice”**: A formal communication that must be delivered in writing, which may include physical mail, email, or other digital formats as specified by the Agreement.

3. GENERAL OBLIGATIONS OF USERS:

Users warrants to Get Sorted in relation to their use of the App that:

- 3.1. They are at least 18 years of age and will provide proof of identification upon request, failing which they may be denied access to or use of the App;
- 3.1.1. Users under the minimum age of 18 years must be accompanied by an adult and/or the account holder;;

All personal information submitted in relation to their name, email address, contact number, place of residence as well as at least one valid payment method is accurate, complete and up to date;

- 3.2. Shall maintain accurate, complete and up to date information and notify Get Sorted immediately of any material changes to their Account information;
- 3.3. Shall only access or use the Get Sorted Services for lawful purposes and in accordance with the terms of this agreement;
 - 3.3.1. It is specifically agreed that the User will not utilise the App for any illegal illicit or otherwise unlawful activities and indemnifies Get Sorted wholly against any said actions.
- 3.4. Shall be held responsible for any and all activity that occurs under their Account, inclusive of any activities caused by third parties by way of their account.
- 3.5. Shall, unless otherwise permitted by Get Sorted, in writing, may only possess one Account on the App;
- 3.6. Shall not assign or otherwise transfer their Account to any other person or entity;
- 3.7. Shall make use of the Services offered on the Get Sorted App 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 Service Provider;
- 3.8. 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.pdf](#)
- 3.9. Shall provide Get Sorted with correct and accurate information relating to their account on the App;
- 3.10. Shall maintain strict confidentiality regarding any information gained through the use of the listed services as per the requirements set out in the Protection of Personal Information Act No. 4 of 2013;

- 3.11. Shall co-operate with Get Sorted in resolving any disputes or complaints raised through User's use of the App, providing all necessary information and acting in good faith to resolve issues promptly;
- 3.12. Shall not do anything or allow any act to be done which does not or is reasonably or foreseeably likely to prejudice the good name and reputation of Get Sorted or listed Service Providers, failing which, Users will be deemed to immediately be committing a material breach of this agreement;
- 3.13. Shall not remove any copyright, trademark or other proprietary notices from any portion of the Get Sorted Services for any other use other than specifically agreed;
- 3.14. Shall not reproduce, modify, prepare derivative works based upon, distribute, license, lease, sell, resell, transfer, publicly display, publicly perform, transmit, stream, broadcast or otherwise exploit the Get Sorted Services except as expressly permitted by Get Sorted;
- 3.15. Shall not cause nuisance, annoyance, inconvenience, or damage to property, whether to the Service Provider or any other party, including Get Sorted, its affiliates or any of their employees, agents or contractors;
- 3.16. Attempt to gain unauthorised access to or impair any aspect of the Get Sorted Services or its related system or networks.
- 3.17. Users acknowledge and agree that these Get Sorted Terms are between Users and Get Sorted and not with the App Stores and that Get Sorted is responsible for the provision of the Get Sorted Services as described in these Get Sorted terms.

4. GENERAL OBLIGATIONS OF GET SORTED

Get Sorted undertakes to the User that it and/or the App, as the case may be, will:

- 4.1. Ensure that all Services performed by the listed Service 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;

- 4.2. Ensure that the release of due payment held in escrow to the service provider, as soon as reasonably practicable on the completion of the duties by both the User and the Provider.
- 4.3. 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.
- 4.4. Shall relay to Users with information relating to any and all Services made available to Users and/or on the App for sale, as supplied by the service provider;
- 4.5. Shall notify Users as soon as reasonably possible when any service is no longer available as advertised, for any reason.
- 4.6. Shall provide Users with any updates or changes to any information relating to the Services immediately upon such changes occurring;
- 4.7. shall ensure that the Service Providers are reasonably experienced, organised, financed, equipped, qualified, licensed and able to render the Services in each and every respect;
- 4.8. Shall ensure that all listed Services are undertaken in accordance with any and all laws and codes applicable to the specific qualification, action or location of Services rendered;
- 4.9. shall maintain strict confidentiality regarding any information gained through the creation of an account on the App as per the requirements set out in the Protection of Personal Information Act No. 4 of 2013 (POPIA), with exclusion to the specific consents provided to Get Sorted.
- 4.10. Shall not be obliged to ensure that Service Providers cover the cost of and maintain insurance in respect of their vehicle, should they elect to have same in place and Get Sorted bears no responsibility in any manner for this insurance inclusive of, but not limited to premiums and excess payments; -

- 4.10.1. it is the obligation of the Service Provider to cover insurance, as applicable to their properties if any.
- 4.11. Shall not be obliged to ensure that Service Providers are listed as an insured party and/or a driver on their automobile liability insurance; and at all times maintain third party and all necessary passenger insurance, this is the duty of Service Providers;
- 4.12. Shall not be obliged to ensure that Service Providers provide Get Sorted with a copy of their insurance policy, policy declarations, proof of insurance identification card and proof of premium payment for their policy and further documentation linked to their insurance policy, as well as copies of same upon renewal, same remains the duty of Service Providers;
- 4.13. Shall not be obliged to ensure that Service Providers notify Get Sorted in writing immediately should their insurance policy for any reason whatsoever be cancelled, it is the duty of the Service Provider.
- 4.14. Shall not be obliged to ensure that all Service Providers comply with all the required health and safety regulations applicable to the provision of their services, it is the duty of the Service Providers
- 4.15. Shall ensure that Get Sorted and its listed Service Providers exercise due care, diligence and skill in the provision of the Services.

5. **OWNERSHIP**

- 5.1. The Get Sorted App, Services Offerings and all rights therein are and shall remain Get Sorted's property.
- 5.2. Neither these the terms set out in this agreement, nor Users use of the Get Sorted Services convey or grant to Users any rights:
 - 5.2.1. in or related to the Get Sorted Services except for the limited licence granted above or;

- 5.2.2. to use or reference in any manner Get Sorted's company names, logos, product and service names, trademarks or services marks or those of Get Sorted's licensors.

6. TERMINATION

This agreement shall terminate immediately should:

- 6.1. Either party fail to comply with the requirements as per the agreement,
- 6.2. An unremedied breach of this agreement occur on behalf of either party bound by the terms of this agreement;
- 6.3. Upon termination, the following will apply:
 - 6.3.1. The User's account will be de-activated from the platform immediately;
 - 6.3.2. Any future appointments will be cancelled and;
 - 6.3.3. Users will be refunded accordingly, should there be any money owed to Users in respect of future bookings;
- 6.4. Get Sorted reserves the right to terminate this agreement, at their sole discretion for any other material breach of this Agreement.

7. PAYMENT

- 7.1. Users agree that use of the Get Sorted Services may result in charges to Users for the services or goods Users receive from a Third-Party Provider ("Third Party Charges").
- 7.2. After Users have received services or goods obtained through Users use of the Get Sorted Service, Get Sorted or one of its affiliates will facilitate Users payment of the applicable Third-Party Charges as such Third-Party Provider's limited collection agent.
- 7.3. Payment of the Third-Party Charges in such manner shall be considered the same as payment made directly by Users to the Third-Party Provider.

- 7.4. Third-Party Charges will be inclusive of any and all applicable taxes where required by law and is final and non-refundable, unless otherwise determined by Get Sorted, subject to any applicable legislation.
- 7.5. All Third-Party Charges are due immediately and payment will be facilitated by Get Sorted or a Get Sorted affiliate using the preferred payment method designated in Users Account, following which, Users will be sent a receipt.
- 7.6. Should a User's primary Account payment method be determined to be expired, invalid or otherwise not able to be charged, Users agree that Get Sorted or a Get Sorted affiliate may, on behalf of Third-Party Provider, use a secondary payment method in Users Account, if available.
- 7.7. Users acknowledge that a Get Sorted affiliate may establish or adjust Third Party Charges for any or all services or goods obtained through the use of the Get Sorted Services at any time at the direction of the Third-Party Provider or otherwise in the Get Sorted affiliate's discretion, including in certain circumstances such as where Users choose an additional service that incurs an additional charge.
- 7.8. Users acknowledge and agree that Third Party Charges applicable in certain geographical areas may increase substantially during times of high demand.
- 7.9. Get Sorted will use reasonable efforts to inform Users of Third-Party Charges that may apply, provided that Users will be responsible for Third Party Charges incurred under Users Account.
- 7.10. Users acknowledge that the fact that a payment card statement may reflect a charge from Get Sorted or a Get Sorted affiliate, does not necessarily mean that Get Sorted or the Get Sorted affiliate sold an item or service, but rather that Get Sorted, or the Get Sorted Affiliate facilitated payment processing, and that the merchant stated on Users receipt is the actual seller.

8. GRATUITIES

- 8.1. This payment structure is intended to fully compensate the Third-Party Provider for the services or goods provided. Except with respect to taxicab transportation services requested through the App, Get Sorted does not designate any portion of Users payment as a tip or gratuity to the Third-Party Provider.

- 8.2. Users understand and agree that, while Users are free to provide additional payment as a gratuity to any Third-Party Provider who provides Users with services or goods obtained through the Get Sorted Services, Users are under no obligation to do so.
- 8.3. Once Users have received services or goods obtained through the Get Sorted Services, Users will have the opportunity to rate their experience and leave additional feedback about Users Third Party Provider.

9. CANCELLATION AND REFUNDS

For cancellations and refunds pertaining to Errand Services, namely transportation, shopping services, and package delivery services, refer to Annexure "B".

In the event that the User cancels the appointment the following will apply:

- 9.1. If the appointment is cancelled more than 24 hours before the scheduled time, the User will be entitled to a **100% (full)** refund;
- 9.2. 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;
- 9.3. 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;
- 9.4. Should the appointment be cancelled less than 12 hours before the scheduled time, the User will receive no refund.
- 9.5. In the event that the User arrives late for their appointment, the following will apply:
- 9.6. The Provider will allow for a 15-minute grace period for the User to arrive;
- 9.7. 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.

- 9.8. In the event that the User does not attend their appointment at all, they will not be entitled to any refund.
- 9.9. Get Sorted would still be entitled to keep their commission.
- 9.10. The Provider would still receive their full fee.
- 9.11. In the event that the Provider cancels the appointment, then the User will be entitled to a full refund of the amount paid at checkout, inclusive of all fees.
- 9.12. 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.
- 9.13. In the event that the Provider fails to attend the appointment, the user would be entitled to a full refund.
- 9.14. 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:
- 9.15. The User would be entitled to a partial/full refund granted that their complaint is reported to Support within 24 hours of the occurrence.
- 9.16. This being subject to Get Sorted having considered the complaint and deemed same valid.
- 9.17. 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.

- 9.18. Should the User fail to report their issue within 24 hours, they will no longer be entitled to receive a full refund.
- 9.19. Once the complaint has been reported to Get Sorted, this will be sent to the Support department dealing with such complaints.
- 9.20. Get Sorted is to address a response to the complaint within 5 business days.
- 9.21. 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.
- 9.22. 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.
- 9.23. On Second notice Get Sorted may immediately pause, delete or suspend the account depending on the nature of the circumstances.
- 9.24. Get Sorted reserves the right to suspend or deactivate any User or Providers account at any time without notice.
- 9.25. If Users require a correction to be made to any Third-Party Charge which they may have incurred, Users must notify Get Sorted in writing within **twenty-four (24)** hours after the Third Party Charge was invoiced after which Get Sorted will have no further responsibility and Users waive their right to later dispute the amounts charged.
- 9.26. Refunds will be processed according to the following guidelines:
- 9.26.1 Amounts ≤ R100:** The refund will be credited to the customer's in-app wallet and automatically applied to the customer's next order.
- 9.26.2 Amounts > R100:** The refund will be processed to the customer's bank account and will reflect within 1-5 business days.

10. BREACH

10.1. 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:

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

10.1.2. 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

10.1.3. 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.

10.2. In addition, Get Sorted reserves the right to immediately delist Users and Service Providers profiles from the App, should either party commit a breach of the material provisions of this agreement and fail to remedy that breach within 7 business days after receipt from the non-defaulting party.

11. COMMERCIAL ELECTRONIC MESSAGING

11.1. Subject to the provisions as set out in the POPI Agreement, accessible to Users on the Platform website and/or through the creation of an Account on the App, Users agree that:

11.1.1. Get Sorted may send Users commercial electronic messages, included but not limited to emails, SMS's or push notifications as part of the normal business operation of Users use of the Get Sorted Services;

11.1.2. Get Sorted may send marketing and promotional messages about any of Get Sorted's Applications, products or services.

11.1.3. Users may opt-out of receiving commercial electronic messages from Get Sorted at any time by following the directions contained in the electronic messages sent

11.1.3.1. Any changes hereto will be communicated via email.

11.1.4. Users also acknowledge that by opting out of receiving electronic messages this, may impact Users use of the Get Sorted Services, they then bare the responsibility to remain informed of necessary changes to the terms of service and agreement.

12. PROMOTIONAL CODES

12.1. Get Sorted affiliate may, in its sole discretion, create promotional codes ("Promo Codes") that may be redeemed for Account credit, and/or other benefits related to a Third-Party Provider's services;

12.2. Users agree that the Promo Codes:

12.2.1. Must be used for the intended audience and purpose, and in a lawful manner;

12.2.2. May not be duplicated, sold or transferred in any manner, or made available to the .general public (whether posted to a public form or otherwise), unless expressly permitted by Get Sorted;

12.2.3. May, as permitted by law, be disabled by Get Sorted at any time without liability to Get Sorted or its affiliate;

12.2.4. May only be used pursuant to the specific terms that Get Sorted establishes for such Promo Code;

12.2.5. Are not valid for cash;

12.2.6. And may expire prior to Users use.

12.2.7. Get Sorted reserves the right to withhold or deduct credits or other features or benefits obtained through the use of Promo Codes by Users or any other user in the event that:

12.2.7.1. Get Sorted affiliate reasonably believes that the use or redemption of the Promo Code was in error, fraudulent, illegal, or in violation of the applicable Promo Code terms or these Get Sorted Terms.

13. SERVICE PERFORMANCE REVIEW

13.1. Users shall be entitled to conduct a 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.

13.2. Users agree to provide honest and accurate reviews and not that which is defamatory, hateful, obscene, unlawful or otherwise offensive, as determined by Get Sorted in its sole discretion.

13.3. Get Sorted may, but is not obliged to, review, monitor or remove User's reviews at their sole discretion, at any time, for any reason, without notice to Users.

14. NETWORK ACCESS

14.1. Users hereby agree that they are responsible for obtaining the necessary data network access to use the App.

14.2. Users mobile network's data and messaging rates and fees may apply if Users access or use the Get Sorted Services from a wireless-enabled device and Users shall be responsible for such rates and fees.

- 14.3. Users are responsible for acquiring and updating compatible hardware or devices necessary to access and use the Get Sorted Services and Applications and any updates thereto.
- 14.4. Get Sorted does not guarantee that the Get Sorted Services, or any portion thereof, will function on any particular hardware or devices. In addition, the Get Sorted Services may be subject to malfunctions and delays inherent in the use of the Internet and electronic communications.

15. DISCLAIMERS

- 15.1. Get Sorted services are provided **“as is”** and **“as available”**. Get Sorted and its affiliates disclaim all representations and warranties, express, implied or statutory, not expressly set out in these terms (including any supplemental terms, where applicable), including any implied warranties of merchantability, fitness for a particular purpose and non-infringement, and make no representation, warranty, or guarantee regarding the reliability, timeliness, quality, suitability or availability of the Get Sorted services or any services or goods requested by users through the use of the Get Sorted services, or that the Get Sorted services will be uninterrupted or error-free.
- 15.2. Get Sorted and its affiliates do not guarantee the quality, suitability, safety or ability of third-party providers and Users hereby agree that the entire risk arising out of their use of the Get Sorted services, remains solely with users, to the maximum extent permitted under applicable law.
- 15.3. third party providers are not actual agents, apparent agents, ostensible agents, or employees of Get Sorted;
- 15.4. Get Sorted does not control, endorse or take responsibility for any user content or third-party content available on or linked to by the services.
- 15.5. Get Sorted cannot and does not represent or warrant that the services or servers are free of viruses or other harmful components.

16. LIABILITY LIMITATION

16.1.1. Get Sorted and its affiliates shall not be liable for indirect, incidental, special, exemplary, punitive or consequential damages, including lost profits, lost data, personal injury or property damage related to, in connection with, or otherwise resulting from any use of the services, even if Get Sorted has been advised of the possibility of such damages.

16.1.2. Get Sorted shall not be liable for any damages, liability or losses arising out of:

16.1.2.1. Users use of or reliance on the Get Sorted services or Users inability to access or use the Get Sorted services; or

Any transaction or relationship between users and any third party provider, even if Get Sorted has been advised of the possibility of such damages.

16.2. Get Sorted shall not be liable for delay or failure in performance resulting from causes beyond Get Sorted's reasonable control.

16.3. The Get Sorted app may be used by users to request and schedule goods, logistics or delivery services with third party providers, but users agree that Get Sorted has no responsibility or liability to users related to any transportation, goods, delivery or logistics services provided to users by third party providers other than as expressly set forth in these terms.

16.4. Get Sorted facilitates the booking of services through independent third-party providers ("Service Providers"), who operate as independent contractors. While we strive to ensure that Service Providers are qualified and experienced, Get Sorted is not directly responsible for the performance, quality, or outcome of any services rendered by Service Providers via the platform.

16.5. To the fullest extent permitted by law, Get Sorted's total liability to any User for any claim arising from or related to services booked through the platform shall be limited

to a maximum of **R1,000 (ONE THOUSAND RAND)** per booking, and only in cases where such loss or damage arose due to gross negligence by Get Sorted or its appointed agents.

16.6. In no event shall Get Sorted be liable for:

- Indirect, incidental, special, punitive, or consequential losses;
- Dissatisfaction with or disputes concerning the quality of services rendered by Service Providers (except as may be addressed through the refund or dispute resolution mechanisms in these Terms);
- Any damage, injury, or loss caused by the conduct, acts, or omissions of Service Providers;
- Service interruptions, delays, or failures caused by factors outside our reasonable control, including but not limited to power outages, load shedding, or network failures;
- Any representations, warranties, or guarantees made by Service Providers outside the platform.

16.7 Users acknowledge and agree that they engage Service Providers via the platform at their own risk and that Get Sorted is not responsible for supervising or controlling Service Providers, nor for ensuring the accuracy of any qualifications or representations they provide beyond the vetting processes expressly stated on the platform.

16.8 Any claims relating to service quality, damages, or refunds must be submitted in writing to Get Sorted within **24 hours** of the completion of the service. Failure to submit such a claim within this period will result in forfeiture of the claim. Get Sorted may request reasonable evidence or supporting documentation to evaluate the claim.

16.9 Get Sorted makes no warranties regarding the reliability, suitability, or fitness for purpose of any services booked via the platform and disclaims all implied warranties to the fullest extent permitted by law.

16.10 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 the reason is reasonable and justifiable.

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 scope of the Provider's professional qualifications or licensing;
- The User's failure to provide accurate or complete booking information required for service delivery;
- Any other circumstances that could reasonably compromise the safety, integrity, or legality of the service.

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

16.12 Get Sorted will not be liable for any inconvenience or losses resulting from the lawful cancellation of a booking by a Service Provider under this section.

16.13 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.

16.14 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**.

16.15 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.

17. INDEMNITY

17.1. Users agree to indemnify and hold Get Sorted and its affiliates and their officers, directors, employees and agents harmless from any and all claims, demands, losses, liabilities, and expenses (including attorneys' fees) arising out of or in connection with:

17.1.1. Users use of the Get Sorted Services or services or goods obtained through Users use of the Get Sorted Services;

17.1.2. Users breach or violation of any of these Get Sorted Terms; (iii) Get Sorted's use of Users User Content; or (iv) Users violation of the rights of any third party, including Third Party Providers ("Losses").

18. GOVERNING LAW

18.1. These Get Sorted Terms/ Agreement is exclusively governed by and construed in accordance with the laws of the Republic of South Africa, without regard to its conflict of law principles.

19. DISPUTE RESOLUTION

19.1. All disputes, claims or disagreements arising out of or in connection with this agreement, including disputes as to the meaning or interpretation of any provision of this agreement or as to the carrying into effect of any provision must first be addressed through Get Sorted's internal dispute resolution mechanisms. The aggrieved party is required to submit their claim in writing to disputes@getsortedservices.com within 30-days of occurrence and Get Sorted will have 10 business days to investigate the dispute and provide a response;

19.2. Any disputes that cannot be resolved internally via the aforementioned process, will be submitted to arbitration in accordance with the rules of the Arbitration Foundation of Southern Africa (AFSA), alternatively another qualified and agreed arbitration body, for a **binding decision**. The arbitration will be conducted in English in Cape Town, South Africa and the decision of the arbitration award shall be final and

binding on both parties and may be enforced in any court of competent jurisdiction. The costs of arbitration are to be shared equally by the parties involved.

- 19.2.1. The arbitration clause does not apply to disputes related to intellectual property rights, claims of theft, fraud, or misuse of funds, which may be pursued through the courts of Cape Town, South Africa.
- 19.3. All disputes must be resolved on an individual basis, neither party shall have the right to participate in or bring a class action, consolidated or representative proceeding under this Agreement.
- 19.4. Upon receipt of the claim/query via email, Get Sorted and its administrative team is permitted 10 business days to process same and formulate a response/appropriate solution thereto.
- 19.5. Should a party fail to first exhaust Get Sorted's internal dispute resolution mechanisms, they would not be entitled to escalate the matter further by way of legal action.
- 19.6. Time Limit for noting disputes & Filing of Claims
 - 19.6.1. It is specifically recorded and agreed **that all claims**, whether emanating from Delict, contract or other must be filed within 30-calendar days from the date of occurrence. Failure to do so will result in the respective party being barred from bringing said dispute. zzzz

20. AMENDMENTS

- 20.1. Any amendments to the terms and conditions governing the relationship between Users and Get Sorted, will be communicated to Users in writing by way of a notification linked on the website and/or App which will be deemed sufficient notice.

21. NOTICE

- 21.1. For the purposes of the giving of any notice, Get Sorted will notify users of any updates arising from this agreement at Users respective email addresses as provided for in the personal information.

22. PRIVACY

- 22.1. Get Sorted's collection and use of personal information in connection with the Services is as provided in Get Sorted's privacy notice as found at [Get Sorted Privacy Statement.pdf](#).