

CANDIDATE TERMS OF USE

Last updated: 05 August 2024

1. Introduction and Legal Terms

By accessing or using our website, <https://www.perfectpauairs.co.za/> or any related platform or application (collectively, “**the Platform**”), or any of our services, you agree that you have read, understood, and agree to be bound to the terms and conditions contained herein (“**Terms**”). All rights in and to the content of the Platform always remain expressly reserved by Perfect Pair Au Pairs.

These Terms explain the conditions applicable to how you will use the Platform. Please read these Terms carefully before using the Platform. We will assume you have read and understood these Terms if you continue to access or make use of our Platform.

Please pay specific attention to the **BOLD paragraphs** of these Terms. These paragraphs limit our risk or liability, constitute an assumption of risk or liability by you, impose an obligation on you to indemnify us or is an acknowledgement of any fact by you.

The terms “Candidate”, “you” and “your” are used interchangeably in these Terms and accordingly refer to anyone using the Platform as a Candidate (as defined below) for any reason whatsoever. Accordingly, the terms “us”, “our” or “we” refers to Perfect Pair Au Pairs or our possession.

2. Our Services

What Our Platform Offers

Perfect Pair Au Pairs is an intermediary service that assists parents, guardians and families (“**Families**”) in connecting with a candidate (“**Candidate**”) that is suited to their needs and requirements. We seek to place various Candidates with a Family and currently host Candidates offering the following services:

- Au pairing
- Tutoring
- Babysitting
- House sitting
- Pet sitting
- Chauffeuring

Families may choose from one or more services for which we will assist them in sourcing the best possible Candidate for their Family and needs.

(collectively, “**the Services**”)

Our Responsibilities and Service Disclaimer

We are an intermediary service only and are not party to the private relationship between Families and Candidates once you have been successfully placed.

We make all reasonable efforts to screen and match Candidates with Families based on the information provided by both parties. This includes background checks, reference checks, and interviews as we deem appropriate. However, we do not guarantee the suitability, performance, or compatibility of any Candidate or Family.

Although we review all Families when they join our services and ensure their details are accurate and true, we cannot be responsible for their actions and any loss or damage suffered as a result thereof once you are placed with them. You are welcome to report any complaints or queries to us and we will do our best to assist you in as far as we are able to.

Depending on the number of hours you will be in the service of a Family and the services you offer, you may be subject to the laws applicable to domestic workers and may therefore be subject to the requirements of the Basic Conditions of Employment Act 75 of 1997, as amended.

3. **Registering a Profile with the Platform**

Joining the Services: To sign up to the Services, we require you, as a Candidate, to undertake our application process and create a profile with us. We ask you to provide us with all the requested information during the on-boarding process. Your submitted application will undergo review, during which our team may request additional information or amendments to optimise your profile's suitability.

Interview Process: After we've undertaken a profile refinement with you, we will schedule an interview with you via Zoom or any other suitable platform to get to know you better and ensure we can place you with a Family best suited to you. In most instances we will place you with a Family we decide is best suited for you, however, you are welcome to apply for alternative positions available. All available positions will be promoted on our social media platforms and our Platform, should you identify a suitable position, you are welcome to contact us via email with the position reference number and we will review the requirements and decide if we believe you will suit the position.

Accurate Information: When applying to use our Services, you agree to provide true, accurate, current, and complete information and to update this information as and when it changes. Please contact us to view or update your personal information to ensure it is always accurate.

One Profile: You may use only your submitted information to participate in our Services. Under no circumstances may you attempt to establish multiple profiles using multiple computers, names and identity information, or any program that masks your identity or generates a fake identity. We reserve the right to withhold, deny or cancel any Services if we, in our sole discretion, deem your profile and information as fraudulent, abusive, unethical, suspicious, or otherwise inconsistent with our Terms or any other applicable law or regulation.

Warranty: By sharing your personal information with us, you warrant that the person using the Platform is you. You are responsible for the information you provide, and all the actions taken on the Platform. Please see our Privacy Policy for more details on how we use and processes personal information.

4. **Payment Terms**

Administration Fee: Our Platform charges a once-off administration fee which covers administrative costs associated with your application and includes adding your profile to our Platform for Families to view. This fee ensures that your profile receives visibility and is accessible to potential Families seeking opportunities. The administrative fee will be communicated to you when applying and is also available on the Platform. The administrative fee must be paid upfront once your application is accepted by us.

Payment for Services: To use our Services as a Candidate is free. The Family you are appointed to will be responsible for all payments owed to you. The Family you are appointed to will decide on the hourly rate for your services and will set forth all the appropriate payment terms with you through a written or verbal agreement with you. We have provided Families with suggested hourly rates based on various factors to guide Families on appropriate payment rates for Candidate services. Families are also responsible for your travelling costs for the first 5km (five kilometres) of your journey to reach the Family's residence.

Should you have any queries or complaints you are welcome to reach out to us directly, and we will do our best to assist you as far as possible.

5. **Responsibilities and Warranties**

Candidate Services and Responsibilities

As a Candidate with the us, you are responsible for ensuring you always provide a Family with the best possible service. Depending on the service you provide you must ensure at the minimum that you adhere to the following responsibilities –

Au Pair

- Provide childcare and light household duties and services as agreed upon with a Family
- Adhere to the schedule and duties as outlined in the agreement signed with a Family.
- Maintain open communication with a Family and Perfect Pair Au Pairs regarding any issues or concerns.
- Respect the household rules, privacy and confidentiality of the Family with whom you are placed.

Tutor

- Provide educational instruction or academic assistance to a child or ward as agreed upon with the Family.
- Prepare for each tutor session in advance and deliver quality tutoring services to the Family.
- Always maintain punctuality and professionalism with both children and parents.
- Communicate lesson and understanding progress and any learning barriers with the parent after each session.

Babysitter

- Provide the childcare services as agreed with the Family.
- Follow the Families instructions regarding the childcare routine requested and ensure all instructions (including sleeping and feeding routines) are complied with.
- Always ensure the safety and well-being of the children under placed under your care.
- Communicate any issues or safety incidents promptly to with the Family and Perfect Pair Au Pairs to ensure all issues or incidents are appropriately managed.

House/Pet Sitter

- Take all reasonable effort and action to take care of and maintain the Family's home and pets (if applicable) as agreed upon with the Family.
- Always follow the Family's instructions regarding home and pet care.
- Ensure the security and upkeep of the Family's property whilst you are there and ensure you promptly report any safety issues or incidents to the Family and Perfect Pair Au Pairs to ensure such issues are appropriately managed.

Chauffeur

- Provide safe and timely transportation services to a Family as agreed with the Family.
- Maintain the vehicle used for the Services (whether it be a Family's or your own) in a clean and presentable condition in accordance with all road traffic and safety requirements.
- Always adhere to all road traffic laws and regulations including any professional driving permits as are applicable.
- Always ensure punctuality and professionalism when providing services to a Family.
- Communicate any issues or incidents promptly to the Family and Perfect Pair Au Pairs.

Platform Warranties: by using the Platform and/or the Services, as a Candidate, you warrant that

-

- you have read and agreed to these Terms and will use the Platform and Services in accordance with them;
- you have not made any misrepresentations and the information provided in the registration process about you, is true, accurate and complete in every aspect;

- you are above the age of 18 (eighteen) years old and have the legal capacity to understand, agree with and be bound with these Terms. Where you are under the age of 18 years you warrant that you have the consent of your parent or guardian to use the Platform/Services, who understands that they will be responsible for all your actions on the Platform and any associated expenses;
- you lawfully possess and submit all information to Perfect Pair Au Pairs for the use of the Platform and the Services and hereby indemnify Perfect Pair Au Pairs against any third-party claims that may arise due to the processing of the information shared by you with Perfect Pair Au Pairs;
- you will not post, upload, replicate or transmit any abusive content on the Platform or communicate with a Family and any children under your care in a manner, that is or could reasonably be considered to be threatening, harassing, defamatory, abusive, racist, sexist, discriminatory, in breach of confidence, in breach of privacy or restrict any other user in any way from properly using the Platform or Services;
- you will not share any confidential information that comes into your possession through the provision of your Candidate services on the Platform or with any third party whilst in service including banking or other personal information not made publicly available or without appropriate consent;
- you will not send any unsolicited electronic messages or use any software, routine or device to interfere or attempt to interfere electronically or manually with the operation or functionality of the Platform including but not limited to uploading or making available files containing corrupt data or viruses via whatever means or deface, alter or interfere with the front end 'look and feel' of the Platform or the underlying software code;
- you will not infringe the intellectual property or other rights of any third party or the Platform or transmit content that you do not own or do not have the right to publish or distribute;
- you will not use the Platform to circumvent Perfect Pair Au Pairs and shall not engage with any Family in a manner which does or is reasonably and foreseeably likely to prejudice the good name and reputation of Perfect Pair Au Pairs;
- you will not use the Platform for any commercial purpose other than as expressly provided for by Perfect Pair Au Pairs herein;
- you will not use the Platform to breach any applicable law or regulation or perform or encourage any illegal activity including (without limitation) promoting or facilitating money laundering or financial crimes; and/or
- you will not facilitate or assist any third party to do any of the above,

failing which, such action will automatically and immediately be deemed to be a material breach of these Terms, allowing Perfect Pair Au Pairs to manifest all of our rights in the case of breach, including but not limited to denying you access to the Platform/Services, reporting your actions to an applicable authority or instituting legal proceedings against you.

Connected Devices: The Platform is only available on compatible devices connected to the internet. It is your responsibility to obtain these devices and any connectivity necessary to use the Platform. We do not guarantee that the Platform, or any portion thereof, will function on any particular hardware or device.

Access to Platform in Breach: Without prejudice to any of our other rights (whether at law or otherwise), we reserve the right to deny you access to the Platform/Services where we believe (in our reasonable discretion) that you are in breach of any of these Terms.

6. Messages and Advertising

Data Messages between You and Perfect Pair Au Pairs

Data messages, including email messages, you send to us will be considered as received only when we acknowledge or respond to these messages.

Data messages we send to you will be regarded as received when the data message enters your email sever inbox and is capable of being retrieved and processed by you.

We reserve the right not to respond to any email or other data message that contains obscene, threatening, defamatory or otherwise illegal, unlawful, or inappropriate content, and to take appropriate action against the sender of such email or data message if necessary.

Messages sent over the internet cannot be guaranteed to be completely secure as they can be intercepted, lost, or corrupted. We are therefore not responsible for the accuracy or safety of any message sent by email or over the internet.

Hyperlinks, Deep Links, Framing

The Platform may include links to other websites ("**other sites**"). We do not own or endorse these other sites and are not responsible for the information, material, products, or services contained on or accessible through these other sites. Any hyperlinks do not imply any endorsement, agreement on or support of the content or products of these other sites.

We do not own the content on any other site which may be shown on the Platform. Should the owner of any content showcased on the Platform want the content to be removed, please contact us to request the removal of such content.

Your access and use of the other sites remain solely at your own risk and on the terms set by the operator of any other site.

7. **Intellectual Property**

Platform IP: All website layout, website content, material, information, data, software, icons, text, graphics, layouts, images, sound clips, advertisements, video clips, user interface design and layout, trade names, logos, trademarks, designs, copyright and/or service marks, together with the underlying software code, ("**the intellectual property**") are owned (or co-owned or licenced, as the case may be) by Perfect Pair Au Pairs, our shareholders, directors, associates and/or partners, whether directly or indirectly, and as such, are protected from infringement by domestic and international legislation and treaties.

User submitted IP: All rights to any intellectual property you provide to us will remain with you, but for which you have provided us with a non-exclusive, non-transferable licence to use such intellectual property to provide you with our Services including the use of our Platform.

No Modification of IP: Subject to the rights afforded to you in these Terms, all other rights to all intellectual property on the Platform are expressly reserved. **You may not copy, download, print, modify, alter, publish, broadcast, distribute, sell, or transfer any intellectual property, editorial content, graphics or other material or the underlying software code whether in whole or in part, without our written consent first being granted, which consent may be refused at our discretion. No modification of any intellectual property or graphics is permitted. Should you breach these provisions, we and/or the rightful intellectual property rights owner may launch legal proceedings against you for a breach of contract, resulting in a claim of damages against you.**

Updates: We reserve the right to make improvements or changes to the intellectual property, information, videos, graphics, and other materials on the Platform/Services, or to suspend or terminate the Platform, at any time without notice; provided that any transactions or functions already concluded, will not be affected by such suspension or termination (as the case may be).

Third Party IP: Where any intellectual property has been licensed to us or belongs to any third party all rights of use will also be subject to any terms and conditions which that licensor or third party imposes from time to time, and you agree to comply with such third-party terms and conditions.

User License: Subject to adherence to the Terms, Perfect Pair Au Pairs grants to you a personal, non-exclusive, non-assignable and non-transferable license to use and display all content and information on any machine which you are the primary user. However, nothing contained on the Platform or in these Terms should be construed as granting any licence or right to use any intellectual property without our prior written permission.

8. Indemnities and Disclaimers

Disclaimers

The Platform and Services, including intellectual property appearing therein, are provided "as is" and "as available". We make no representations or warranties, express or implied, including but not limited to warranties as to the accuracy, correctness, or suitability of either the Platform or the Services.

All content, information, and/or opinions of users made available on the Platform in relation to any of the Services are those of the authors and not Perfect Pair Au Pairs. While we make every reasonable effort to present such information accurately and reliably on the Platform we do not endorse, approve, or certify such information, nor guarantee the accuracy or completeness of such information on the Platform.

Perfect Pair Au Pairs, its shareholders, directors, employees, contractors, and partners, accept no liability whatsoever for any loss, whether direct or indirect, consequential, or arising from information made available on (or by means of) the Platform and/or transactions or actions resulting therefrom or from the Services offered.

Perfect Pair Au Pairs, its shareholders, directors, employees, contractors, partners, and affiliates, accept no liability whatsoever for any costs, expenses, fines, or damages, including but not limited to direct or indirect loss or damages, including any economic loss, consequential loss, loss of profits or any form of punitive damages, resulting from the facilitation and offering of the Services, access to, or use of, the Platform in any manner, the provision of any Candidate services to a Family, and any actions or inactions of a Family.

We take reasonable security measures to ensure the safety and integrity of the Platform and to exclude viruses, unlawful monitoring and/or access from the Platform offline. However, we do not warrant or represent that your access to the Platform will be uninterrupted or error-free or that any information, data, content, software, or other material accessible through the Platform will be free of bugs, viruses, worms, trojan horses or other harmful components. Your access to and use of the Platform remains solely at your own risk, and you should take your own precautions accordingly.

Indemnities

You indemnify and hold harmless Perfect Pair Au Pairs, its shareholders, directors, contractors, employees, and partners from any demand, action or application or other proceedings, including for attorneys' fees and related costs such as tracing fees, made by any third party, and arising out of or in connection with your use of the Platform and/or Services offered, transactions concluded through the Platform and the provision of Candidate services in any manner.

You agree to indemnify, defend, and hold Perfect Pair Au Pairs, its shareholders, directors, contractors, employees, and partners harmless from any direct or indirect liability, loss, claim and expense (including reasonable legal fees) related to your use of the Platform/Services or the breach of these Terms and any agreement established with a Family.

This clause will survive termination of these Terms.

9. Dispute Resolution

Negotiation: Should any dispute, disagreement or claim arise between you and Perfect Pair Au Pairs concerning the use of the Platform or the Services, the parties shall endeavour to resolve the dispute amicably, by negotiation, and with the best interests of both parties in mind.

Mediation: Should these parties fail to resolve such dispute in the aforesaid manner or within such further period as the parties may agree to in their negotiation, the parties will approach an independent third party who shall mediate the discussions between them to find a mutually beneficial solution.

Arbitration: If the dispute is still not resolved after such mediation, the parties will commence and be party to binding and confidential arbitration in terms of the expedited rules of the Arbitration Foundation of Southern Africa (“**AFSA**”), with an arbitrator selected by Perfect Pair Au Pairs.

Jurisdiction: Notwithstanding the above, both parties' consent to the jurisdiction of an appropriate South African court. Either party may also always use the dispute resolution services of any applicable legislative tribunal or ombud, as provided for in applicable legislation.

No publication: The parties both agree that in no circumstance will either party publicise the dispute on any social media or other public platforms. The parties understand that any publicity of this nature can cause serious damage to the other party, which damage may result in a financial claim against the infringing party.

10. **Disputes between Users**

Private Dispute: Should a dispute arise between you and a Family, regarding your private transaction, said dispute is between you exclusively. Perfect Pair Au Pairs is not responsible for fulfilling any function in any way or engaging in the dispute in any way.

Beneficial Resolution: You agree that you will make every reasonable effort to resolve the dispute in a manner that is mutually agreeable and/or as prescribed by any relevant agreement concluded between you and the Family, and for the attempted benefit of both parties.

Notification: Notwithstanding the above, these parties may inform Perfect Pair Au Pairs of the dispute for Perfect Pair Au Pairs to log the issues experienced, and to try assist both parties in whatever way it deems fit but is under no obligation to do so.

11. **Termination of Use**

IN ADDITION TO OUR OTHER RIGHTS HEREIN, WE RESERVE THE RIGHT TO RESTRICT AND/OR TERMINATE YOUR USE OF OUR PLATFORM/SERVICES IF YOU BREACH ANY OF THESE TERMS, OR FOR ANY OTHER REASON IN OUR SOLE DISCRETION PROVIDED THAT WE GIVE REASONABLE NOTICE TO YOU.

If you wish to terminate your agreement with us and these Terms, you may do so by providing us with not less than 2 (two) weeks' notice of your intention to end your use of our Platform and Services. Such termination will however not have any effect on the continued and comprehensive functioning or legitimacy of any lawful rights which we may have at the time of said termination.

In the event of termination of your agreement with these Terms we will remove you from the Platform and delete your profile.

12. **Notices and Service Address**

Each of the parties chooses their service address for the purposes of the giving of any notice, the serving of any process and for any other purposes arising from these Terms as being:

- in the case of Perfect Pair Au Pairs, at info@perfectpairaupairs.co.za; or
- in the case of a Candidate, at the e-mail, cellphone number, and/or address provided when registering with us.

Each of the parties will be entitled from time to time, by written notice to the other to vary its service address to any other address which is not a post office box or poste restante, provided that the change will become effective only 14 (fourteen) days after service of the notice in question.

Notwithstanding the above, any notice given in writing in English, and actually received by the party to whom the notice is addressed, will be deemed to have been properly given and received, notwithstanding that such notice has not been given in accordance with this clause.

13. **Complaints and Support Enquiries**

Should you have any complaints or support enquiries, please use the built-in prompts on the Platform to contact us directly.

14. **Company Information**

- **Site owner:** Perfect Pair Au Pairs (Pty) Ltd
- **Legal status:** Private Company
- **Registration number:** 2024/293964/07
- **Platform address:** <https://www.perfectpairaupairs.co.za/>
- **Email address:** info@perfectpairaupairs.co.za
- **Telephone number:** 082 782 2460
- **Registered address:** 34 Uiterwyk Street, Jacaranda, Kuilsriver, Cape Town, 7580
- **Postal address:** As above.

15. **General**

Relationship Between the Parties: The relationship of the parties, *inter se*, shall be governed by these Terms and nothing contained herein shall be deemed to constitute a partnership, joint venture, employer/employee agreement, agency agreement, or the like between them. No party shall by the reasons of the actions of the other party incur any personal liability as co-partner to any third party. Perfect Pair Au Pairs only provides intermediary services, any formal engagement between a Family and a Candidate facilitated by the Platform is between them privately, and for which Perfect Pair Au Pairs holds no responsibility.

Force Majeure: If either party is prevented, whether in whole or in part, or delayed from performing any of its duties, functions or obligations under these Terms, whether timeously or at all, due to an event out of their control (which for the purposes hereof shall mean war, political riots, civil commotions, electrical load-shedding or surges, legal prohibitions or restrictions, epidemics, pandemics, governmental lockdowns, fire, floods or other similar natural disasters), then such failure shall not constitute a breach under these Terms, and the obligation to perform shall be suspended to the extent and during the continuance of such prevention provided that the parties shall use their reasonable commercial endeavours to minimise any delay occasioned

Change Without Notice: The Platform and these Terms are subject to change without notice. These Terms are updated or amended from time to time and will be effective once we upload the amended Terms to the Platform. Your continued access or use of the Platform constitutes your acceptance to be bound by these Terms, as amended. It is your responsibility to read these Terms periodically to ensure you are aware of any changes.

Entire Agreement: This document contains the entire agreement between the parties in relation to the subject matter hereof. Save as contemplated above, no alteration, cancellation, variation of, or addition hereto will be of any force or effect unless published on the Platform.

No Indulgence: No indulgence, leniency or extension of time granted by Perfect Pair Au Pairs shall constitute a waiver of any of Perfect Pair Au Pairs' rights under these Terms and, accordingly, Perfect Pair Au Pairs shall not be precluded as a consequence of having granted such indulgence, from exercising any rights against the client which may have arisen in the past or which might arise in the future.

Importation of Words: Words importing the singular will include the plural and *vice versa*. Words importing one gender will include the other genders, and words importing persons will include partnerships, trusts, and bodies corporate, and *vice versa*.

Headings as Reference: The headings to the paragraphs in these Terms are inserted for reference purposes only and will not affect the interpretation of any of the provisions to which they relate.

Governing Law: Your access and/or use of the Platform and/or the Services, any downloaded material from it and the operation of these Terms (including any transaction concluded pursuant thereto) shall be governed by and construed in accordance with the laws of the Republic of South Africa.

Severability: Each sentence, paragraph, term, clause and provision of these Terms and any portion thereof shall be considered severable and if for any reason, any such sentence, paragraph, term, clause or provision is held to be invalid, contrary to, or in conflict with any applicable present or future law or regulation or in terms of a final, binding judgment issued by any court, it shall to that extent be deemed not to form part hereof and shall not impair the operation of, or have any effect upon such other sentence, paragraph, term, clause or provision hereof as may otherwise remain valid or intelligible, which shall continue to be given full force and effect and bind the parties hereto.

Prohibited Provision: No term or condition of these Terms is intended to breach any peremptory provisions of any consumer protection legislation and any regulations thereto ("**Prohibited Provision**"). Any breach of any such Prohibited Provision shall be governed by the provisions above.