

Perfect Pair

A U P A I R S

EST 2024

PARENT

TERMS AND CONDITIONS, POLICY & AGREEMENT 2025

REGISTRATION | APPLICATION | PLACEMENT | EMPLOYMENT | COMMITMENT

REF NUMBER

Name &
Surname

Date

Occupation

Service

Au Pair, Tutor, Chauffeur, Babysitter, Pet Sitter, House Sitter, Domestic,
Nanny, Domestic Nanny

Phone

Alternative
contact
number

Email

Address

City

Zip

Banking
Details



Perfect Pair Au Pairs – Parents/Clients Policy & Agreement

Registration | Application | Placement | Employment | Commitment

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Welcome to Perfect Pair Au Pairs!

We're so happy to have you as part of our trusted community of families.

Whether you're looking for an au pair, tutor, babysitter, house sitter, pet sitter, or chauffeur — we are committed to helping you find the perfect fit to meet your household's unique needs.

At Perfect Pair Au Pairs, we aim to create placements that are built on trust, safety, and shared values. To ensure a smooth and successful experience, we ask that you approach your placement with:

- Respect — treat all candidates professionally and fairly.
- Clear Communication — be open about your expectations, needs, and any concerns.
- Support — provide a safe, welcoming, and structured environment for your candidate.
- Prompt Action — respond to profiles and updates within the expected timeframes.
- Partnership — work alongside us to make your match a lasting success.

We're here to support you every step of the way — from your initial request to post-placement check-ins. Thank you for trusting us with your family's care.

Welcome to the Perfect Pair family!

1. Purpose Of Agreement

1.1. This Agreement outlines the terms and conditions under which Perfect Pair Au Pairs will provide recruitment and placement services to the Client.

1.2. The Agency agrees to assist the Client in sourcing, screening, and introducing suitable candidates for the requested position.

1.3. The Client acknowledges that the Agency only facilitates the introduction of candidates and does not employ or manage them directly.

Our Services

What Our Platform Offers

Perfect Pair Au Pairs is an intermediary service that assists parents, guardians and families



(“Client”) in connecting with a candidate (“Candidate”) that is suited to their needs and requirements. We seek to place various Candidates with a Client and currently host Candidates offering the following services:

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

Client’s 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”)

Service Disclaimer

We are an intermediary service only and are not party to the private relationship between Clients and Candidates once a Candidate has been successfully placed.

Although we review all Candidates 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 they are placed with you. 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 a Candidate will be in your service for and the services they offer, they may be subject to the laws applicable to domestic workers, and you may therefore be subject to the requirements of the Basic Conditions of Employment Act 75 of 1997, as amended.

When you receive tutoring services from a Candidate, we cannot guarantee the success or pass rate achievable by your child or ward. We cannot be held responsible for the results or outcome obtained by your child or ward following tutoring lessons.

Please ensure you or an adult is present with your minor child or ward during all tutoring lessons.

A tutor is not responsible for your minor child or ward and we accordingly cannot be held responsible for chaperoning minors or monitoring a house and/or household effects whilst tutoring.



Parent/Client Services and Responsibilities

As a client of Perfect Pair Au Pairs, you play an essential role in creating a safe, respectful, and successful environment for the candidate providing services in your home. To ensure a smooth placement, all families are expected to adhere to the following responsibilities:

1. General Responsibilities (All Roles)

- Treat all candidates with respect and professionalism.
- Create a safe, clean, and supportive working environment.
- Provide accurate information about working hours, responsibilities, and compensation.
- Communicate any changes to duties, schedules, or expectations clearly and in writing.
- Make timely and direct payment to the candidate, unless agreed otherwise.
- Respect the candidate's rights, time off, and role boundaries.
- Maintain regular communication with Perfect Pair Au Pairs.

2. Au Pair Services

- Clearly outline expected childcare duties and light household tasks.
- Provide a written contract before the candidate begins the trial period.
- Offer clear structure, expectations, and routines for children.
- Maintain regular feedback and open communication with the au pair.

3. Tutor Services

- Set realistic goals for the tutoring period and share any learning challenges or needs.
 - Ensure the learning space is quiet, safe, and free of distractions.
 - Keep track of your child's progress and provide support as needed.
 - Communicate openly with the tutor about session outcomes and progress reports.
-



4. Babysitting Services

- Provide detailed instructions regarding bedtime, meals, and routines.
 - Ensure the babysitter has access to emergency contacts and first aid supplies.
 - Communicate your return time clearly and respect the agreed-upon hours.
 - Alert Perfect Pair Au Pairs of any concerns or incidents.
-

5. House & Pet Sitting Services

- Clearly outline all expectations regarding home care, pet feeding, and security.
 - Leave detailed instructions (alarms, pet medications, Wi-Fi codes, etc.).
 - Ensure the sitter has access to emergency numbers and any necessary supplies.
 - Notify the sitter of expected guests or service providers during your absence.
-

6. Chauffeur Services

- Confirm all travel arrangements, including times, destinations, and any special instructions.
- Ensure the vehicle is roadworthy, insured, and safe (if it belongs to you).
- Respect the driver's time and professional boundaries.
- Inform the driver and Perfect Pair Au Pairs immediately of any concerns or changes.

If you have any concerns about your candidate's rates, please contact us directly. We'll gladly provide you with a payment guideline to ensure fair and appropriate compensation.

Candidate Placement

Once you join our Platform (as provided for below), we will advertise your position on our Platform and social media, but your personal information will always remain confidential.

Once we receive interest in your position or find a Candidate, we believe is best suited for you, we will provide you with the Candidate's profile and information for consideration.

If you are interested in the Candidate, we will arrange for a virtual interview, via Zoom, appropriate platform or in-person, between you and the Candidate.



2. Registration & Job Request

Step 1: Complete the Service Request Form

- Submit the form via our website, detailing your family's needs and preferences.
- The more accurate and specific the details, the better we can match you.

Step 2: Pay the Registration Fee

- A non-refundable R500 registration fee is required to begin the process.

Step 3: Job Card Creation & Confirmation

- Within 1–3 working days of receiving your form and payment, we'll create your job card and confirm all details.

3. Candidate Search & Placement Process

Step 4: Advertisement & Search Begins

- An advert will be drafted and sent to you for approval before being shared across our platforms and candidate group.
- The search process takes 1–5 weeks depending on the specifics of your request.

Step 5: Candidate Profiles & Interview

- Suitable profiles are uploaded to your parent portal. (Your login details will be shared with you)
- Interviews must be arranged **within 3 days** of receiving profiles.
- If you select a candidate, your 7-day trial period will begin. A written contract/agreement must be provided to the candidate before the trial starts to ensure all duties, responsibilities and expectations are clearly outlined.



Registering a Profile with the Platform

Joining the Platform: To sign up to the Services, we require you, as the parent, to undertake our application process. We ask you to provide us with all the requested information during the on-boarding process.

Accurate Information: When applying, you agree to provide true, accurate, current, and complete information and to update this information as and when it changes. Please contact us to update your personal information provided to ensure it remains true and accurate.

One Account: You may only have one profile 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 account 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. Services Provided By The Agency

4.1. The Agency agrees to:

- Advertise the position on its platforms and to its pool of candidates.
- Screen applications, CVs, and references to shortlist suitable candidates.
- Arrange interviews between the Client and shortlisted candidates.
- Assist with the trial period for the selected candidate.
- Offer a 6-month support period, which includes a one-time free replacement if needed.



4.2. The Agency does not:

- Guarantee employment or ongoing availability of any candidate.
- Accept responsibility for the conduct or performance of a placed candidate.
- Intervene in disputes between the Client and the candidate after placement.

4.3. Services for families

- 6-month support period (updates, check-ins).
- 60-day guaranteed period.
- Seasonal discount vouchers.
- Pre-arranged home visits.
- Candidates receive a certificate upon completing our Child Development Course.
- First aid training provided if required.
- WhatsApp group for daily updates.
- Weekly activity ideas for childcare engagement.

5. FEES & PAYMENT TERMS

5.1. Registration Fee:

- A R500 non-refundable fee is payable upon signing this Agreement to initiate the recruitment process.

Administration/Registration 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 Candidates to view. This fee ensures that your profile receives visibility and is accessible to potential Candidates seeking opportunities. The administrative fee will be communicated to you on sign-up and is also available on the Platform. The administrative fee and the initial quoted subscription fee (discussed below) must be paid upfront once a Candidate is placed with you to initiate the Candidate services.



5.2. Placement Fee Structure:

The fee is calculated based on:

- The candidate's weekly working hours
- The term duration (short-term/long-term)

Payment is split into two phases:

1. 70% of the placement fee is payable when the candidate starts the 7-day trial (non-refundable).
2. 30% of the placement fee is payable after the trial, once the Client confirms satisfaction (non-refundable).

Subscription Fees: Once a Candidate has been placed with you, you will be liable for a subscription fee to the Platform for the use of the Services. The Platform has various monthly packages available to use the Services which may change from time to time. Packages are billed according to the number of hours per week a Candidate is in service and the duration of your booking (long or short term).

Invoices: You will receive an invoice for any payments made which are also available in your profile/emails.

Payment Terms

Families is responsible for the following payments:

1. Registration fee
2. Placement fee
3. Paying the candidate directly
4. Families are also responsible for your travelling costs for the first 5km (five kilometres) of your journey to reach the Family's residence.

Billing: Your chosen package is billed upfront on the day a Candidate begins service and shall not renew automatically, unless you extend a Candidate's term. You can cancel your subscription at any time if you wish to end your use of our Services.

Fees: Our subscription fee is available on the Platform or in the application form provided on sign-up and is subject to change at any time in our reasonable discretion. You will be given 30 (thirty) days prior notice where there is a change in the subscription fee charged.



Failure to Pay: In the event of a Client failing to pay any amount timeously or breaching these Terms, the Client shall be liable for all legal costs (on the scale as between attorney and client) (including collection commission) which may be incurred by Perfect Pair Au Pairs in relation to the payment failure or breach. *If Client fail to make payment before the candidate start a R50 for each day forward will be added to the invoice.*

Limitation: Your right to use our Platform is subject to any limits we or your credit card issuer may establish. If payment cannot be charged to your payment card or a charge is returned for any reason, including chargeback, we reserve the right to either suspend or terminate your account and access to the Platform.

Secure Payments: We are committed to providing secure online payment facilities. All transactions are processed using an authorised payment service provider.

Refunds: Unless otherwise required by applicable laws, Perfect Pair Au Pairs does not refund any fee after the 6-month support period which has been paid for any package. This also means that we will not return any fee already paid where you terminate your use of the Platform before the paid subscription period has lapsed entirely or where your account has been terminated for violating these Terms.

5. Trial Period:

- The Client is given a 2-7 day trial period to assess the candidate's suitability.
 - During this period, both parties must communicate openly to address any concerns.
 - Candidate receive their contract.
 - If the Client is not satisfied, the 6-month support policy applies.
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6. Guaranteed Placement

Perfect Pair Au Pairs is committed to providing families with peace of mind and high-quality service. As part of our promise, we offer a 60-day Guaranteed Placement Period starting from the first day the candidate officially begins working (after the trial period).

During this 60-day period:

- **Ongoing Support:** We maintain open communication with both the family and the candidate to ensure a smooth transition and ongoing satisfaction.
- **Issue Resolution:** If challenges or concerns arise, we offer mediation and support to resolve minor misunderstandings or performance issues.
- **Formal Warnings:** In cases where expectations are not being met despite initial feedback, we issue formal written warnings to the candidate.
- **Candidate Replacement:** If the situation cannot be resolved, we will provide one free replacement candidate at no additional charge.
- **Timeline:** We aim to present a replacement within 1–5 weeks, depending on availability and the specifics of the position.

Please note:

- This guarantee applies only when the family has upheld their responsibilities, including timely communication, fair treatment, and providing a safe work environment.
- If a replacement is not found within the 60-day period despite active cooperation, we revert to our Replacement & Refund Policy outlined in section 7.

This guarantee ensures that both families and candidates are supported in building a long-lasting and successful placement.



7. Replacement & Refund Policy

At Perfect Pair Au Pairs, we strive to ensure each placement is a perfect fit. However, if challenges arise, our Replacement & Refund Policy provides families with peace of mind and ongoing support.

7.1. Replacement Guarantee

- A 6-month support period is included in every placement.

During this time, you are entitled to one free replacement if:

- The candidate is not a good fit
- The candidate resigns unexpectedly
- The family's needs change significantly
- We will make reasonable efforts to find a suitable replacement, taking into account candidate availability and your specific requirements.

Refunds: Unless otherwise required by applicable laws, Perfect Pair Au Pairs does not refund any fee after the 6-month support period which has been paid for any package. This also means that we will not return any fee already paid where you terminate your use of the Platform before the paid subscription period has lapsed entirely or where your account has been terminated for violating these Terms.

7.2. Refund Policy

- If no suitable replacement is found within a reasonable time, and all parties have acted in good faith, we offer a 20% refund of the placement fee.

This refund applies only if:

- The initial candidate did not complete the 60-day minimum
 - You cooperated fully in the replacement process
 - The agency was allowed reasonable time to match a new candidate
-



7.3. Non-Refundable Fees

- The R500 registration fee is non-refundable.
 - The placement fee (70% before trial, 30% after) is non-refundable after a successful trial period and after 6-months of placement.
 - No refunds are provided if the family decides to terminate the agreement after a successful placement.
-

8. Family Responsibilities

- Complete the registration form.
 - Check your portal for new candidates. You'll have up to **3 days to arrange an interview** with candidates interested.
 - Ensure a safe and professional work environment.
 - Provide accurate job details (hours, duties, salary if applicable).
 - Pay the candidate directly.
 - Provide a contract before the candidate starts the trial period. (We provide you with a editable agreement template)
-

9. Confidentiality & Data Protection

- Keep all candidate-related information strictly confidential.
 - Do not share, distribute, or misuse any personal information provided by Perfect Pair Au Pairs or the candidate.
 - Comply with all relevant privacy and data protection laws in South Africa.
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10. Accountability & Disciplinary Actions

- Any violation of the agreement terms may result in termination of services.
 - Abuse, misconduct, or unprofessional conduct towards a candidate will result in blacklisting from our platform.
 - Perfect Pair Au Pairs reserves the right to refuse future service if policies are not upheld.
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11. Dispute Resolution

- Aim to resolve all concerns or issues with the candidate respectfully and professionally.
 - Perfect Pair Au Pairs will assist with mediation should disagreements arise during the guaranteed placement or support period.
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12. Acknowledgment & Agreement

By signing below, you confirm that you have read, understood, and agree to the following:

- Purpose Of Agreement
 - Parents/Clients Process
 - Services Provided By The Agency
 - Fees & Payment Terms
 - Trial Period
 - Guaranteed Placement
 - Family Responsibilities
 - Services for Families
 - Confidentiality & Data Protection
 - Accountability & Disciplinary Actions
 - Dispute Resolution
 - Acknowledgment & Agreement
 - Legal Terms & Platform Use
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13. Legal Terms & Platform Use

By signing, you agree to the full Client Terms of Use www.perfectpauairs.co.za

Responsibilities and Warranties

Platform Warranties: by using the Platform and/or the Services, as a Client, 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;
- 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 Candidate 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 on the Platform or with a Candidate whilst in service including banking or other personal information not made publicly available or shared 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 Candidate 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.

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.

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.



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, and the provision of services by a Candidate once placed.

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 or transactions concluded through the Platform in any way. 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 entered into between a Client and Candidate for the provision of services. This clause will survive termination of these Terms.



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.

Disputes between Users

Private Dispute: Should a dispute arise between you and a Candidate, 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 Candidate, 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.

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' written 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.

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@perfectpairoupairs.co.za; or
- in the case of a Client, 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.

Company Information

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

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 Client 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.

Failure to Pay: In the event of a Client failing to pay any amount timeously or breaching these Terms, the Client shall be liable for all legal costs (on the scale as between attorney and client)



(including collection commission) which may be incurred by Perfect Pair Au Pairs in relation to the payment failure or breach.

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.

By signing, you agree to the full Client Terms of Use www.perfectpairaupairs.co.za

Signature: _____

Date: _____

Full Name: _____

ID number: _____

Position Ref number (APPxx): _____



PRIVACY POLICY

At Perfect Pair Au Pairs we adhere to the highest standards of protecting your personal information when we process it by virtue of your use of our Services or our Platform <https://www.perfectpairoupairs.co.za/> or any related platforms (collectively, “**the Platform**”), or by providing us with your personal information in any other way. As such, we have created this privacy policy for you to read and to understand how we safeguard your personal information and respect your privacy (“**Privacy Policy**”).

Not all terms are necessarily defined in order or may be defined in our Terms of Use (“**Terms**”).

Please ensure that you read all the provisions below, and our policies and guidelines which may apply from time to time, to understand all of your, and our, rights and duties.

1. Important Information and Who We Are

Purpose of this Privacy Policy

This Privacy Policy aims to give you information on how we collect and process your personal information through any form of your engagement with us. This Privacy Policy complies with, and facilitates the obligations required from, the South African *Protection of Personal Information Act, No. 4 of 2013* (“**POPI**”), as amended.

It is important that you read this Privacy Policy together with any other privacy policy or fair processing notice we may provide on specific occasions when we are collecting or processing personal information about you, so that you are fully aware of how and why we are using your personal information. This Privacy Policy supplements the other notices and is not intended to override them.

We do not process the data of minors. Do not provide us with any such personal data, as it will constitute an immediate and automatic breach of this Privacy Policy and our Terms.

Due to the nature of our services we may process limited special categories of personal information to verify Candidates on our Platform to ensure we offer a safe experience through our Platform.

Responsible Party and Operator

Perfect Pair Au Pairs is the “**Responsible Party**” and is responsible for your personal information when we decide the processing operations of your personal information. In certain instances, we operate as an “Operator” of personal information on behalf of a Responsible Party who use our services. In that case, that Responsible Party’s privacy policy will apply to your use of their services.

We have appointed an information officer at Perfect Pair Au Pairs who is responsible for overseeing questions in relation to this Privacy Policy. If you have any questions about this



Privacy Policy, including any requests to exercise your legal rights, please contact our information officer using the details set out below.

Our Contact Details

- **Legal entity:** Perfect Pair Au Pairs (Pty) Ltd
- **Information Officer:** Tasya Pretorius
- **Email address:** info@perfectpairoupairs.co.za
- **Postal address:** 34 Uiterwyk Street, Jacaranda, Kuilsriver, Cape Town, 7580
- **Telephone number:** 082 782 2460

You have the right to make a complaint at any time to the South African regulator's office ([Information Regulator's Office of South Africa](#)). We would, however, appreciate the chance to deal with your concerns before you approach any such regulator, so please contact us in the first instance.

Changes to this Privacy Policy

This Privacy Policy was last updated on **05 August 2024** and previous versions are archived and can be provided on request.

It is important that the personal information we hold about you is accurate and current. Please keep us informed if your personal information changes during your relationship with us.

This Privacy Policy is subject to change without notice and is updated or amended from time to time and will be effective once we upload the amended version to the Platform. Your continued access or use of our Services constitutes your acceptance of this Privacy Policy, as amended. It is your responsibility to read this document periodically to ensure you are aware of any changes.

Third-Party Links on Platform

The Platform may include links to third-party platforms, plug-ins, and applications. Clicking on those links or enabling those connections may allow third parties to collect or share information about you. We do not control these third-party platforms and are not responsible for their privacy statements or terms. When you leave our Platform, or engage with such third parties, we encourage you to read the distinct privacy policy of every third-party you engage with.



2. What We Collect About You

Personal information, or personally identifiable information, means any information about an individual, both natural and juristic entities (people and companies), from which that entity can be identified. It does not include information where the identity has been removed (anonymous data).

We may collect, use, store, and transfer (“**process**”) different kinds of personal information about you which we have grouped together as follows:

Identity Data including full name, copy of your identity/passport and driver’s license, clear photograph, or the information about your company such as company name, address and/or company registration details.

Contact Data including email address, residential address, and contact numbers.

Employment Data including curriculum vitae or resumé, employment experience, and professional driving permit.

Sensitive Data including medical history report, and police clearance certificate.

Account Data including all information available in your Platform account including placement history, subscription package, hours worked, feedback reports, ratings, and support enquiries.

Financial Data including bank account details, third-party payment provider information and payment card details (which we do not store but is processed by our payment service provider).

Social Media Data including all information available through your public social media profile including posts, stories, likes and comments.

Transaction Data including details about payments to and from you, contracts, contractual terms, contract fees, signups, subscriptions, invoices and other details of products and services you have obtained from us or provide to us.

Technical Data including internet protocol address/es, login data, browser type and version, time zone setting and location, cookies, browser plug-in types and versions, operating system and platform and other technology on the devices you use to access the Platform.

Usage Data including information about how you use our company, Platform, surveys, and Services.

Marketing and Communications Data including messages sent to us, your preferences in receiving notices and marketing from us and your communication preferences as well as details of which communications were sent to you and how they were sent.

We also collect, use, and share **Aggregated Data** such as statistical or demographic data for any purpose. Aggregated Data may be derived from your personal information but is not considered personal information in law as this data does **not** directly or indirectly reveal your identity. For example, we may aggregate your Usage Data to calculate the percentage of users



accessing a specific Platform feature. However, if we combine or connect Aggregated Data with your personal information so that it can directly or indirectly identify you, we treat the combined data as personal information which will be used in accordance with this Privacy Policy.

Where we need to collect personal information by law, or under the terms of a contract we have with you and you fail to provide that data when requested, we may not be able to perform the contract we have or are trying to enter into with you (for example, to provide you with services or allow you to provide us with your services). In this case, we may have to cancel Platform-access or Services you have with us, but we will notify you if this is the case at the time.

3. How Is Your Personal Information Collected?

We use different methods to collect personal information from and about you, including through:

Direct interactions: You may give us your personal information by signing up to our Services, or by corresponding with us through the Platform, social media, by email or otherwise. This includes personal information you provide when you:

- use our Services;
- use our Platform;
- contract with us;
- provide any services to us as a service provider or independent contractor on contract with us;
- request information to be sent to you;
- give us some feedback.

Automated technologies or interactions: As you interact with our Platform, we may automatically collect Technical Data and Usage Data about your equipment, browsing actions and patterns. We may collect this personal information by using cookies, server logs and other similar technologies. We may also receive Technical Data about you if you visit other Platforms employing our cookies.



Third parties: We may receive personal information about you from various third parties such as:

- analytics providers;
- South African or other police services;
- Medical and nursing service providers;
- marketing platforms;
- messaging platforms;
- search information providers; and
- payment service providers.

4. How We Use Your Personal Information

We will only use your personal information when the law allows us to and for legitimate reasons, which you hereby expressly understand and consent to. Most commonly, we will use your personal information in the following circumstances:

- where we have your express **consent** to do so;
- where we need to consult with you or **perform on the services contract** we are about to enter into or have entered into with you;
- where it is necessary for our **legitimate business interests** (or those of a third party) and your interests and fundamental rights do not override those interests; and/or
- where we need to comply with a **legal or regulatory obligation**.

5. Purposes For Which We Will Use Your Personal Information

We have set out below the purpose for which we will process your personal information, which includes:

- to engage with you after you have contacted us via the Platform or otherwise;
- to allow you to use our Services and to provide you with our Services as contracted;
- to contract with you as a service provider to Perfect Pair Au Pairs;



- to provide it to our authorised service providers who need your personal information to provide their services to you (such as our Candidates providing services to Families and our payment gateway);
- to process and service your payment for any Services rendered by Perfect Pair Au Pairs or its service providers;
- to manage payments, fees, and charges;
- to manage our relationship with you which may include notifying you about changes to our Terms, Privacy Policy, or Services or the delivery of communications and the effectiveness thereof;
- to administer and protect our company, Platform and Services (including troubleshooting, data analysis, testing, system maintenance, support, reporting and hosting of data);
- to use data analytics to improve our Platform, Services, client relationships and experiences; and
- to provide you with direct marketing and make suggestions about Services that may be of interest.

Marketing

We strive to provide you with choices regarding how we use your personal information, particularly around marketing and advertising. To manifest your rights attached to any marketing sent to you as an existing customer, please use the in-built prompts provided on those communications, or contact us.

You will receive marketing communications from us if you have requested our Services, requested information from us, or provided us with your details in any other circumstance and, in each case, have not opted-out of receiving that marketing.

You can ask us to stop sending you marketing messages at any time by using the built-in prompts or contacting us and requesting us to cease or change your marketing preferences. Where you opt-out of receiving marketing messages, this opt-out will not apply to other personal information of yours which we process for another lawful basis.

Third-Party Marketing

Whilst we may use your personal information within our company, we will get your express opt-in consent before we share your personal information publicly with any entity outside of Perfect Pair Au Pairs for marketing.

Change of Purpose

We will only use your personal information for the purposes for which we collected it, unless we reasonably consider that we need to use it for another reason and that reason is compatible with the original purpose. If you wish to get an explanation as to how the processing for the new purpose is compatible with the original purpose, please contact us.



If we need to use your personal information for an unrelated purpose, we will notify you and we will explain the legal basis which allows us to do so.

Please note that we may process your personal information without your knowledge or consent, in compliance with the above rules and where required or permitted by law.

6. Disclosures Of Your Personal Information

We may have to share your personal information with the parties set out below for the purposes set out in the table above.

- Internal Third Parties including other entities or parties in the Perfect Pair Au Pairs group and their respective founders, directors and employees, acting as joint responsible parties or operators;
- External Third Parties including:
 - authorised third-party service providers under contract with Perfect Pair Au Pairs who need your personal information to provide their services to you pursuant to your use of our services;
 - service providers and contractors providing their services to us and acting as operators of your personal information on instruction from us;
 - South African or other national governments and/or their respective authorities pursuant to our adherence with legislative requirements; such as tax; and
 - professional advisers acting as operators or joint responsible parties including lawyers, bankers, auditors and insurers who provide consultancy, banking, legal, insurance and accounting services as required.
- Third parties to whom we may choose to sell, transfer, or merge parts of our company or our assets. Alternatively, we may seek to acquire other organisations or merge with them. If a change happens to our company, we may continue to use your personal information in the same way as set out in this Privacy Policy.

We require all third parties to respect the security of your personal information and to treat it in accordance with the law. We do not allow our third-party service providers to use your personal information for their own purposes and only permit them to process your personal information in accordance with our instructions and standards.



7. Cookies

The Platform may make use of “cookies” to automatically collect information and data through the standard operation of the Internet servers. “Cookies” are small text files a platform can use (and which we may use) to recognise repeat users, facilitate the user’s on-going access to and use of a platform and allow a platform to track usage behaviour and compile aggregate data that will allow the platform operator to improve the functionality of the platform and its content, and to display more focused advertising to a user by way of third party tools.

The type of information collected by cookies is not used to personally identify you. If you do not want information collected using cookies, there is a simple procedure in most browsers that allows you to deny or accept the cookie feature. Please note that cookies may be necessary to provide you with certain features available on our Platform and thus if you disable the cookies on your browser you may not be able to use those features, and your access to our Platform will therefore be limited. If you do not disable “cookies”, you are deemed to consent to our use of any personal information collected using those cookies, subject to the provisions of this Privacy Policy and our other policies or terms.

8. International Transfers

We may share and process your personal information outside of South Africa for the purpose of cloud storage, to use software service providers, or to engage with third parties.

Whenever we may transfer your personal information out of South Africa, we will ensure a similar degree of protection is afforded to it by ensuring at least one of the following safeguards is implemented:

- We will only transfer your personal information to countries that have appropriate data protection legislation in place similar to that of South Africa; and/or
- When we use service providers, we will use specific contracts/clauses which ensure personal information is processed and secured lawfully.

9. Data Security

We have put in place appropriate security measures to prevent your personal information from being accidentally lost, used, or accessed in an unauthorised way, altered, or disclosed by making use of reasonable technical and organisational measures such as secure and reputable cloud storage and data security software. We also limit access to your personal information to those employees, agents, contractors and other third parties who have a legitimate need to know. They will only process your personal information on our instruction and are subject to a duty of confidentiality.

We have put in place procedures to deal with any suspected personal information breach and will notify you and the Information Regulator of a breach where we are legally required to do so.



10. Data Retention

We will only retain your personal information for as long as necessary to fulfil the purpose we collected it for including any legal, accounting, or reporting requirements.

To determine the appropriate retention period for personal information, we consider the amount, nature, and sensitivity of the personal information, the potential risk of harm from unauthorised use or disclosure of your personal information, the purpose for which we process your personal information, any other South African applicable law requiring us to retain the personal information and whether we can achieve those purposes through other means, and the applicable legal requirements.

We may also anonymise your personal information (so that it can no longer be associated with you) for research or statistical purposes in which case we may use this information indefinitely without further notice to you.

11. Your Legal Rights

You have rights in relation to your personal information where we are the relevant “Responsible Party” over such personal information. Please contact us to find out more about, or manifest, these rights:

- request access to your personal information;
- request correction of your personal information;
- request erasure of your personal information;
- object to the processing of your personal information;
- request a restriction of processing your personal information;
- request transfer of your personal information; and/or
- right to withdraw consent.

You will not have to pay a fee to access your personal information (or to exercise any of the other rights). However, we may charge a reasonable fee if your request is clearly unfounded, repetitive, or excessive. Alternatively, we may refuse to comply with your request in these circumstances.

We may need to request specific information from you to help us confirm your identity and ensure your right to access your personal information (or to exercise any of your other rights). This is a security measure to ensure that personal information is not disclosed to any person who has no right to receive it. We may also contact you to ask you for further information in relation to your request to speed up our response.

We try to respond to all legitimate requests within one month. Occasionally it may take us longer than a month if your request is particularly complex or you have made a number of requests. In this case, we will notify you and keep you updated.



Users with citizenships from jurisdictions other than South Africa, please note that we comply with South African data protection laws when processing your personal information as we are a South African entity. Should foreign law be applicable to your use of the Services and/or the Platform in any way, including how we may process your personal information, please contact us and we will gladly engage with you on your rights.

By signing, you agree to the full Client Terms of Use www.perfectpairoupairs.co.za

Signature: _____

Date: _____

Full Name: _____

ID number: _____

Position Ref number (APPxx): _____