

WE R NANNIES

TERMS AND CONDITIONS OF USE

Last Updated: [13/12/2024]

These Terms and Conditions (the "Terms") constitute a legally binding agreement between you ("User" or "You") and **We R Nannies** (the "Company" / **We R Nannies**). These Terms govern your access to and use of **We R Nannies** website, and associated services, including but not limited to babysitting, nanny-on-call, party-sitting, au pair services, pet care, house-sitting, educational services, errand running, transportation, and personal assistance (collectively, the "**Services**"). By accessing or using the Platform, you acknowledge that you have read, understood, and agree to these Terms. If you do not agree, you must immediately discontinue your use of the Platform.

1. DEFINITIONS

- 1.1. "**Clients**": Individuals or entities seeking and utilizing **We R Nannies** Services.
- 1.2. "**Independent Contractors**": Individuals who will be appointed by **We R Nannies** to execute the Service to the Principals.
- 1.3. "**Personal Information**": Any information as defined in **We R Nannies** Privacy Policy that can identify or be used to identify an individual.
- 1.4. "**Platform**": The Company's website, and other digital or online tools facilitating the provision of Services.
- 1.5. "**Principal**": The client or party engaging **We R Nannies** for Services.
- 1.6. "**Services**": The range of customized services offered by **We R Nannies** to meet the specific requirements of Clients, including but not limited to babysitting, nanny-on-call, party-sitting, au pair services, pet care, house-sitting, educational services, errand running, transportation, and personal assistance.
- 1.7. "**Service Providers**": Individuals or entities offering services to Clients through the Platform.

2. SCOPE OF THE SERVICES

- 2.1. **We R Nannies** offers a diverse range of Services designed to address the unique and specific needs of its Clients. These Services include but are not limited to:

BABYSITTING, NANNY-ON-CALL, PARTY-SITTING, AU PAIRS, NANNIES, PET CARE/SITTING, HOUSE-SITTING, EDUCATIONAL SERVICES, ERRAND RUNNING, TRANSPORTATION SERVICES, PERSONAL ASSISTANCE.

- 2.2. Each Service is customized and tailored to the requirements provided by the Principal based on specific instructions and preferences. The exact scope of the Service(s) will be discussed and agreed upon between the Principal and **We R Nannies** on a case-by-case basis.
- 2.3. **We R Nannies** engages in independent contractors to deliver the Services, ensuring alignment with the agreed scope and quality expectations.

3. CRITERIA ELIGIBILITY

- 3.1. Users must be at least 18 years of age and have the legal capacity to enter into binding agreements.
- 3.2. Individuals registering as Service Providers must:
 - (a) Be legally authorized to work in the relevant jurisdiction.
 - (b) Possess the requisite skills and experience necessary to provide the Services.
 - (c) Not having any criminal record or history of conduct that would render them unsuitable for the provision of services.

4. USER ACCOUNTS/PROFILES

- 4.1. To access and utilize the Platform, Users must create an account/profile, providing accurate, complete and up-to-date information, including but not limited to –
 - (a) Name, email address, phone number, date of birth, and address.
 - (b) Proof of Identity
 - (c) Proof of Address
 - (d) Should the user be younger than 18 years – Consent form signed by his/her parent.
- 4.2. By accessing the Platform, you unconditionally agree to:
 - (a) Maintain and update your registration information to ensure its accuracy and completeness.
 - (b) Keep your password and account/profile details confidential at all material times.

- (c) Accept responsibility for all activities occurring under your account/profile.
- 4.3. You must notify **We R Nannies** immediately of any unauthorized use of your account/profile or security breaches. **We R Nannies** is not liable for any loss or damages of whatsoever nature arising from your failure to secure your account/profile credentials, or any form of failure of any nature.
- 4.4. Failure to comply with these account/profile requirements may result in suspension or termination of your account/profile, for which **We R Nannies** shall have the sole discretion.

5. USE OF WEBSITE

- 5.1. **We R Nannies** grants you a limited, non-exclusive, non-transferable, and revocable right to use the Platform solely for lawful purposes in accordance with these Terms and the Services.
- 5.2. You agree to comply with all applicable local, national, and international laws and regulations, and third-party terms of agreements (e.g., wireless data service agreements) when using the Platform.
- 5.3. Your use of the Platform is at your own risk.
- 5.4. You are solely responsible for:
 - (a) Any damage to your hardware devices or loss of data resulting from downloading or using the Platform.
 - (b) Ensuring that your use of the Platform does not interfere with the operation of your devices or software.
- 5.5. **We R Nannies** do not warrant that the Platform will operate continuously, without interruption, or error-free. The availability and performance of the Platform depend on factors beyond **We R Nannies** control, such as your internet connection and device compatibility.

6. USE OF SERVICES

- 6.1. As a Service Seeker, Service Provider, or any other user of the Services offered by **We R Nannies**, you agree that all information, materials, and content you post or submit on the Platform are accurate, up-to-date, and complete.
- 6.2. You will not post, upload, or transmit any material on the Platform, including but not limited to text, images, photos, or graphics, that:
 - (a) Is defamatory, abusive, obscene, vulgar, threatening, harassing, offensive, or otherwise inappropriate.
 - (b) Promote hatred, violence, or discrimination based on race, ethnicity, religion, gender, sexual orientation, or disability.
 - (c) Violates the intellectual property, privacy, or publicity rights of any third party.
 - (d) Contains illegal content or promotes, assists, or advocates for unlawful activities.
- 6.3. By using the Platform, you further represent and warrant the following:
 - (a) You will utilize the Platform and/or Services provided by **We R Nannies** solely for your own benefit, but in strict accordance with the relevant laws, regulations, these terms and conditions, and any and all agreements entered into with **We R Nannies**.
 - (b) You are responsible for all activity conducted through your account/profile and agree not to transfer or assign your account/profile to any other person or entity without prior written consent.
 - (c) You have the full right, authority, and legal permission to post all information and materials about yourself, where applicable.
 - (d) You will ensure that your use of the Platform and the Services complies with all applicable laws, regulations, and legal obligations.
 - (e) Any rates and fees provided by **We R Nannies** are estimates and subject to the sole discretion and final confirmation by **We R Nannies**.
 - (f) While **We R Nannies** is committed to providing efficient and prompt assistance in addressing issues that may arise during the use of its services, **We R Nannies** does not assume legal responsibility for events or incidents that occur during the provision of the Services.
- 6.4. By using the Platform, you agree to adhere to these conditions and acknowledge the importance of maintaining the accuracy and integrity of all content and interactions within the Platform.

7. INTELLECTUAL PROPERTY RIGHTS

- 7.1. The Platform, including all associated content, features, information, materials, content, and functionalities, along with all related intellectual property rights, is the sole and exclusive property of **We R Nannies**.
- 7.2. **We R Nannies** retains and reserves all intellectual property rights in and to the Platform, the Services, including but not limited to all associated content, features, information, materials, content, and functionalities, and any other intellectual property rights, or arising under applicable law.
- 7.3. Any unauthorized use, reproduction, modification, distribution, or exploitation of the Platform or its intellectual property without the prior written consent of **We R Nannies** is strictly prohibited and may result in legal action.

7.4. **We R Nannies** expressly reserve all rights not expressly granted under these Terms.

8. TRADEMARKS

- 8.1. All trademarks, including but not limited to company names, logos, brand elements, website names, and both registered and unregistered trademarks displayed on the Platform or associated with the Services, are the exclusive property of **We R Nannies**, its affiliates, partners, suppliers, or licensors (collectively referred to as "Rights Holders").
- 8.2. Any unauthorized use, reproduction, alteration, or distribution of trademarks or brand elements belonging to **We R Nannies** or the Rights Holders is strictly prohibited without prior explicit written consent from the relevant owner.
- 8.3. The presence of any trademarks or brand elements on the Platform does not grant, either implicitly or explicitly, any license or right to use them, unless expressly authorized in writing by **We R Nannies** or the Rights Holders.
- 8.4. Improper or unauthorized use of these trademarks constitutes a breach of these Terms and may result in enforcement action, including legal proceedings.

9. USER RESTRICTIONS

- 9.1. In utilizing the Platform and Services, you agree to adhere to these Terms of Use and to use the Platform strictly for lawful purposes in full compliance with all applicable local, national, and international laws, rules, and regulations, including but not limited to those governing privacy, data protection, and the use of personal information.
- 9.2. You expressly agree that the Platform and Services shall not be accessed, utilized, or distributed in any jurisdiction or manner where such use is prohibited or restricted by applicable law. Any attempt to use the Platform or Services in violation of legal or regulatory requirements is strictly prohibited.
- 9.3. **We R Nannies** prohibits and does not condone any form of misconduct, misuse, or illegal activity in connection with the Platform or Services. Users are encouraged to report any suspicious or unauthorized activity, including but not limited to violations of these Terms, inappropriate behavior, or unlawful conduct by other Users.
- 9.4. For reporting or inquiries, please contact **We R Nannies** at the address and/or contact number set out below.

10. TERMINATION OF ACCOUNT/PROFILE

- 10.1. **We R Nannies** reserves the exclusive right, at its sole discretion, to suspend, remove or terminate your account/profile, or to restrict or revoke your access to all or any part of the Platform (including the website, or the Services) at its sole discretion, at any time and without prior notice, under the following circumstances:
 - (a) If it is determined that you are not eligible to use the Services under these Terms and Conditions or any applicable laws.
 - (b) If you breach, violate, or fail to comply with any provision of these Terms of Use, including but not limited to misuse of the Platform, providing false, misleading, defamatory, or inaccurate information of whatsoever nature, or engaging in unlawful activities.
 - (c) If your actions are deemed to constitute abuse, fraud, unauthorized use, or any other conduct that negatively impacts the integrity, functionality, or reputation of the Platform, its users, or the Services provided.
- 10.2. **We R Nannies** shall not be held liable for any damage, losses, or consequences arising from the suspension, restriction, or termination of access. This right of termination is exercised solely to protect the Company, its users, and the Platform from harm, misconduct, or misuse.
- 10.3. Should your account/profile or access be terminated, any obligations incurred prior to termination, including payment obligations, remain enforceable. Additionally, **We R Nannies** reserves the right to pursue further legal remedies for any breach or misconduct resulting in termination.

11. LIABILITY

- 11.1. You acknowledge and agree that your access to and use of the Platform, including the website, and associated services provided by **We R Nannies**, is entirely at your own risk.
- 11.2. **We R Nannies**, its directors, officers, employees, shareholders, affiliates, agents, contractors, suppliers, and licensors (collectively, the "Company Parties") shall not be liable to You, any User or any third party for any losses, damages, costs, or expenses of any kind, whether direct, indirect, incidental, consequential, special, exemplary, punitive, or otherwise, arising out of or in connection with:
 - (a) This includes but is not limited to errors, interruptions, delays, or other operational issues, regardless of whether such issues arise from system failures, network disruptions, or other causes.
 - (b) Any reliance on the content, data, or information provided on the Platform or through third-party links is undertaken solely at your own discretion and risk.
 - (c) This includes any damages or losses resulting from the downloading, uploading, or storage of data or submissions through the Platform, including data corruption, file loss, or failure to access data.

- (d) Any business interruptions, loss of revenue, profits, goodwill, anticipated savings, or any other economic or intangible loss.
- 11.3. Under no circumstances shall the Company Parties be liable for any claims or damages based on breach of contract, negligence, tort, strict liability, statutory liability, or any other legal or equitable theory, even if the Company Parties have been advised of or could have reasonably anticipated the possibility of such damages.
- 11.4. The Platform's role is limited to facilitating the connection between Service Seekers and Service Providers, allowing Service Seekers to locate providers based on their preferences and requirements. **We R Nannies** does not warrant, guarantee, or assume liability for the quality, suitability, or outcomes of the services provided by Service Providers.
- 11.5. This limitation of liability applies to the fullest extent permitted by applicable law. In jurisdictions where the exclusion or limitation of certain liabilities is prohibited, the liability of **We R Nannies** shall be limited to the maximum extent permitted by law.

12. INDEMNIFICATION

- 12.1. By using the Platform and Services provided by **We R Nannies**, you agree to indemnify, defend, and hold harmless **We R Nannies**, its parent company, subsidiaries, affiliates, directors, officers, employees, agents, representatives, contractors, and licensors (collectively, the "Indemnified Parties") from and against any and all claims, demands, liabilities, losses, damages, costs, or expenses, including but not limited to reasonable legal fees and court costs, arising out of or related to:
- (a) Any actions, omissions, or use of the Platform or Services by you, including but not limited to content you upload, post, or transmit through the Platform.
 - (b) Your violation or alleged violation of these Terms of Use or any applicable laws, regulations, or third-party rights.
 - (c) Any misconduct, fraud, negligence, or unlawful actions committed by you in connection with your use of the Platform or Services.
 - (d) Any claims or disputes arising between you and another User of the Platform, including but not limited to Service Seekers, Service Providers, or other third parties engaged through the Platform.
- 12.2. You agree to provide full cooperation as reasonably required by the Indemnified Parties in the defense of any claim, demand, or legal action. The Indemnified Parties reserve the right to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which case you agree to assist and cooperate with the defense as reasonably requested.
- 12.3. This indemnification obligation survives the termination of your account/profile and your use of the Platform or Services and remains enforceable to the fullest extent permitted by law. **We R Nannies** reserves the right to pursue legal remedies in the event of your failure to meet these indemnification obligations.

13. MISCELLANEOUS PROVISIONS

- 13.1. The Platform is managed and operated by **We R Nannies** from facilities located in Gauteng, South Africa. By accessing and using the Platform, you acknowledge and agree that all interactions, communications, transactions, and use of the Platform and Services are deemed to have occurred within Gauteng, South Africa.
- 13.2. These Terms of Use shall be governed by, construed, and interpreted in accordance with the laws of Gauteng, South Africa, and the federal laws of South Africa applicable therein. Any disputes arising under or in connection with these Terms of Use shall be exclusively subject to the jurisdiction of the courts located in Gauteng, South Africa.
- 13.3. These Terms of Use and your rights or obligations hereunder are personal to you and may not be assigned, transferred, sublicensed, or delegated to any other party without the prior express written consent of **We R Nannies**. **We R Nannies**, however, reserves the right to assign, transfer, or delegate its rights and obligations under these Terms without prior notice or consent.
- 13.4. **We R Nannies** reserves the right to amend, modify, or update these Terms of Use at its sole discretion and without prior notice. By continuing to use the Platform, you agree to be bound by the most recent version of these Terms, as indicated by the "last updated" date at the top of the document.
- 13.5. The materials, information, and content available on the Platform may include typographical, technical, or photographic errors. **We R Nannies** do not guarantee the accuracy, completeness, or timeliness of the materials provided.
- 13.6. The Platform may contain links to third-party websites or external resources that are provided solely for your convenience. **We R Nannies** do not control, endorse, or assume responsibility for the availability, content, accuracy, or privacy policies of such external websites or resources. Access to and use of these third-party websites or resources is undertaken entirely at your own risk.
- 13.7. You expressly acknowledge and agree that the Platform, including the website, the Services, content, data, and any related information or materials, is provided on an "as is" and "as available" basis, without warranties of any kind, either

express or implied. **We R Nannies** make no representations or guarantees regarding the reliability, accuracy, completeness, or suitability of the Platform or Services for any purpose.

- 13.8. By accessing or using the Platform, you agree that your use is at your own risk and that **We R Nannies** is not liable for any issues arising from the availability or functionality of the Platform or Services.

14. PRIVACY POLICY

- 14.1. The User hereby expressly agrees and provides full consent to the **We R Nannies** for the collection, processing, storage, and distribution of the User's personal information in accordance with the Protection of Personal Information Act, 4 of 2013 ("POPIA"), and any applicable regulations.
- 14.2. The User consents to **We R Nannies** sharing any of the Users personal information with third parties, but only where necessary or where required by law:
- (a) This includes, but is not limited to, third-party verification services, for the Principal, for any agent, employee, representative of **We R Nannies** which are used for the Services, including conducting background searches using the obtained personal information.
 - (b) The Client further agrees to promptly notify **We R Nannies** in writing of any changes or updates to the information provided, should any of it become inaccurate, incomplete, or misleading during the use of the Platform,
- 14.3. The User agrees to indemnify, defend, and hold **We R Nannies**, its officers, employees, and agents harmless from and against any and all claims, losses, liabilities, damages, costs, and expenses (including reasonable legal fees) arising out of or resulting from – Any false, inaccurate, incomplete, or misleading information provided by the User on the Platform; and the User's failure to promptly update or correct any information previously provided.

15. CONTACT US

- 15.1. If you have any questions, concerns, or inquiries regarding these Terms of Use, or if you need to provide notice or otherwise communicate with, **We R Nannies** in connection with these Terms, please use the following contact information:

WE R NANNIES
MIDSTREAM ESTATE
admin@wernannies.co.za
083 554 1546

- 15.2. All communications should be clear, concise, and directed to the appropriate contact method provided above. **We R Nannies** will endeavor to respond to your inquiries in a timely and professional manner.

16. AMENDMENT CLAUSE

- 16.1. **We R Nannies** may change these Terms and Conditions from time to time without notice, wherefore it shall be the sole responsibility of every User to acquaint itself of the entire contents of this Terms and Conditions