



Whizzoh (Pty) Ltd Terms and Conditions

Effective date: 1 October 2024

Application and binding effect of these terms

These terms and conditions ("terms") apply to the Whizzoh website located at www.whizzoh.co.za ("website"). The site is owned by Whizzoh and its licensors. By accessing and using the website, you agree to be bound by these terms. If you do not agree with these terms, please refrain from using the website.

Whizzoh reserves the right to modify, add, or remove portions of these terms at its sole discretion and without prior notice. It is your responsibility to regularly check these terms for any changes. Your continued use of the website after any modifications signifies your acceptance of the revised terms. As long as you comply with these terms, Whizzoh grants you a personal, non-exclusive, non-transferable, and limited privilege to access and use the website.

These terms may also apply in conjunction with specific terms governing a particular service or product provided by Whizzoh. In the event of any conflict between these terms and the specific terms, the specific terms shall prevail. Any reference to "personal information" shall include all information provided by you when using the website, as defined under the Protection of Personal Information Act 4 of 2014. Please familiarize yourself with these terms and the Privacy Policy before using the website.

Intellectual property rights

You acknowledge and agree that all intellectual property rights in and to any Whizzoh content displayed or used on the website, including but not limited to copyright, trademark, design, logo, and other proprietary materials, belong exclusively to Whizzoh and its licensors. Any use of the website or its content, other than as expressly permitted by these terms, is strictly prohibited without Whizzoh's prior written consent.

You agree not to copy, reproduce, republish, upload, post, publicly display, encode, translate, transmit, or distribute any part of the website or its content to any other computer, server, website, or medium for publication or commercial purposes without Whizzoh's explicit permission. You shall not acquire any rights in and to Whizzoh's intellectual property at any time or under any circumstances.

Use of the website

Whizzoh may offer various services and products through the website, and reserves the right to modify, replace, or discontinue any existing service without prior notice to you.

You must not use any automated devices, programs, or methodologies, including but not limited to "deep-link," "page-scrape," "robot," or "spider," to access, acquire, copy, or monitor any portion of the website or its intellectual property rights. Unauthorized access attempts, hacking, or other illegitimate means are strictly prohibited.

You shall not gain unauthorized access to any part of the website, Whizzoh's servers, or other systems or networks connected to the website. Additionally, you must not breach the website's security measures, reverse look-up information on other users, or interfere with the website's proper functioning or other users' activities.

Using the website for unlawful purposes or activities that infringe upon Whizzoh's or others' rights is strictly prohibited.

Third-party sites

The website may include hyperlinks to third-party websites for convenience. These links do not imply any endorsement or association with such third-party websites, their products, or practices. You access third-party websites and their products/services at your own risk.

Login details, usernames and passwords

If the website requires login functionality with personalized usernames and passwords, you are solely responsible for safeguarding this information's confidentiality and security. By entering your login details, Whizzoh assumes that the person accessing the website is you.

You must keep your personal information, usernames, and passwords up-to-date, secure, and confidential. In case of any security breach or suspected breach, you must notify Whizzoh immediately.

For business users, you must ensure that only authorized employees use the website with the provided login details, and you are responsible for their actions while interacting with the website.

Risk, loss or damages

Whizzoh will not be liable for any interruption, malfunction, downtime, data loss, or damages caused by factors beyond its reasonable control, including third-party systems, power failures, unauthorized access, computer viruses, or programming defects.

You agree to indemnify and hold Whizzoh harmless from any loss, liability, actions, proceedings, costs, demands, or damages arising from your use of the website or any breach of these terms, whether due to Whizzoh's negligence or not.

In the event of a dispute related to the website, your sole and exclusive remedy is to cease using the website.

Transmission and accuracy of information

Whizzoh is not responsible for the proper and complete transmission of electronic communications or any delay in its receipt.

Security measures have been implemented to ensure the safety and integrity of the website. However, despite this, information that is transmitted over the Internet may be susceptible to unlawful access and monitoring.

Whizzoh does not guarantee error-free or uninterrupted operation of the website or the accuracy, completeness, or fitness for a particular purpose of its content.

Deemed rules for sending and receiving electronic messages

Electronic messages exchanged between you and Whizzoh via the website or other electronic means shall be subject to the following terms:

- An agreement is formed when Whizzoh sends you a written acceptance of your offer. An acknowledgment of receipt does not constitute acceptance.
- Electronic messages will be deemed sent from and received at your specified email address and Whizzoh's address specified on the website.
- Electronic messages are deemed sent at the time Whizzoh can access them.
- An electronic message attributed to you shall be valid, even if someone else impersonates you, except if you can prove otherwise before Whizzoh acts upon the message.
- Confirmation of receipt is required to give legal effect to electronic messages, unless stated otherwise in these terms.

Viruses

While Whizzoh takes reasonable steps to exclude viruses from the website, it cannot guarantee that downloaded materials will be free from infection, viruses, or destructive properties. You are responsible for your own precautions, such as running anti-virus software, to protect your system.

Warranties and representations

By using the website, you warrant that you are 18 years or older or have the legal capacity to agree to and be bound by these terms. These terms constitute a valid and enforceable contract between you and Whizzoh.

Whizzoh information in terms of section 43 of the Electronic Communication and Transactions Act

- Site owner: Whizzoh (Pty) Ltd
- Legal status: Whizzoh is a private company, duly incorporated in accordance with the laws of South Africa.
- Whizzoh Registration No: 2014/144875/07
- Whizzoh Directors: Conrad Erasmus; Frederik Hendrik Kluever
- Description of main business of Whizzoh: The Whizzoh Services constitute a technology platform that enables the Customer of Whizzoh to advertise for home maintenance assistance services (a "Job"), select an independent third-party service provider ("SP") from a bid/offer received from the SP, schedule an appointment with the SP, and effect payment to the SP via the application.
- Telephone number: 0861 944 996
- E-mail address: info@whizzoh.co.za
- Website addresses: www.whizzoh.co.za
- Physical Address: 110 Conrad Drive, Craighall Park, Johannesburg, 2196
- Postal Address: POSTNET Suite 118, Private Bag X75, Bryanston, 2021

Severability

If any provision of these terms becomes illegal, invalid, or unenforceable in any jurisdiction, it shall be ineffective only in that jurisdiction without invalidating the remaining provisions.

Governing law

These terms and any matters arising from them shall be governed by the substantive laws of South Africa. Any disputes shall be subject to the jurisdiction of the magistrates' court having territorial jurisdiction, or any other competent court as chosen by Whizzoh.

Waiver

The failure of Whizzoh to enforce any provision of these terms will not be deemed a waiver of its rights, nor will it affect the validity of the remaining provisions.

Enquiries

For questions or concerns related to these terms or the website, please contact info@whizzoh.co.za.

Notices

Notices required to be in writing shall include email communication.

Whole Agreement

These terms constitute the entire agreement between you and Whizzoh concerning your use of the website.

No third-party stipulation

These terms create a binding agreement only between you and Whizzoh and do not confer rights on any third party unless expressly stated otherwise.