

**HelperHub (Pty) Ltd**

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## **Website Terms and Conditions**

Reg. No: 2019/452129/07  
VAT No:

Directors: A. W. Manshon, R. David's

An Authorised Financial Services Provider

## HELPERHUB USER AGREEMENT

### Background

These terms and conditions govern the use of the website, [www.helperhub.co.za](http://www.helperhub.co.za) ("helperhub"). It does not govern the terms and conditions relating to the Services and Products purchased through helperhub. If you want to read the Terms and Conditions relating to the Services and Products purchased through helperhub then please click on the Mandate Terms and Conditions link.

BY ACCESSING AND USING HELPERHUB YOU AGREE TO THE FOLLOWING.

### 1. Definitions

In this User Agreement, the terms below have the following meanings:

- 1.1 "Access Details" means your Username and Password selected by you and used by you to access your helperhub Account.
- 1.2 "Competent Person" means anyone who is legally competent to consent to any action or decision being taken for any matter concerning a child, for example a parent or legal guardian.
- 1.3 "helperhub" means the internet website with the address [www.helperhub.co.za](http://www.helperhub.co.za) or any website with a URL that is validly registered to helperhub and any online application software that is provided by or is connected with helperhub that you access via an internet browser using a laptop, computer or mobile device, including any smartphone and/or tablet device.
- 1.4 "helperhub Account" means the virtual internet-based account allocated by us to you using helperhub in terms of which you may access your documents and transact with other Users.
- 1.5 "Password" means digital representation of data, selected by you and used by you to securely access your helperhub Account.
- 1.6 "personal information" means information relating to you or any other living person or existing legal entity, including but not limited to –
- information relating to the race, gender, sex, pregnancy, marital status, national, ethnic or social origin, colour, sexual orientation, age, physical or mental health, well-being, disability, religion,

conscience, belief, culture, language and birth of the person;

- information relating to the education or the medical, financial, criminal or employment history of the person;
- any identifying number, symbol, e-mail address, physical address, telephone number or other particular assignment to the person;
- correspondence sent by the person that is implicitly or explicitly of a private or confidential nature or further correspondence that would reveal the contents of the original correspondence;
- the name of the person if it appears with other personal information relating to the person or if the disclosure of the name itself would reveal information about the person, provided that such information is not in the public domain in the same or in a different format or held by a public body and publicly accessible.

- 1.7 **"Processing Information"** of means the automated or manual activity of collecting, recording, organising, storing, updating, distributing and removing or deleting personal information.
- 1.8 **"Products"** means the financial products and other products that can be accessed by you through helperhub.
- 1.9 **"Services"** means the human resources, tax filing and financial services provided by us to you through helperhub.
- 1.10 **"User"** means an natural or legal person, including us, employers, employees, service providers, service recipients and volunteers (as the context requires), that enters into a subscription agreement with us and who transacts with other Users using helperhub.
- 1.11 **"User Agreement"** means the terms and conditions contained in this document.
- 1.12 **"Username"** means digital representation of data, selected by you and used by you to securely access your helperhub Account.

1. "we", "us" and "our" means Helperhub (Pty) Ltd, the owner of helperhub, and its affiliates and subsidiaries from time to time.
1. "you" and "your" means the user of the Site.

## 2. Conditions of Access and Use

2.1. You agree that the User Agreement governs your use of:

- 2.1.1. helperhub;
- 2.1.2. any third-party website, software or mobile application licensed to us.

2.2. You agree that you will not:

- 2.2.1. transmit through helperhub any content that is unlawful, disruptive, threatening, profane, abusive, harassing, derogatory, slanderous, embarrassing, defamatory, obscene, invasive, hateful, racist, sexist, homophobic or objectionable;
- 2.2.2. impersonate any person or falsely state or misrepresent your affiliation with a person or entity;
- 2.2.3. share any content through helperhub that you do not have a right to make available;
- 2.2.4. advertise any promotional content through helperhub, including anything that can be construed as junk mail, spam, chain letters or pyramid schemes without our express written consent;
- 2.2.5. collect or store, or attempt to collect or store, personal data about Users or third-parties without their knowledge or consent;
- 2.2.6. request personal information of Users that you are not legally privy to or which you have not been given permission to access; and/or
- 2.2.7. include content that encourages illegal activity.

2.3. You agree that:

- 2.3.1. we may monitor, prohibit, hide, ban, block, delete or discontinue your access to helperhub, at any time, without notice.
- 2.3.2. we may disclose information about your communications and activities with us and/or in relation to helperhub upon receipt of lawful requests by government authorities or for the protection of our rights or the rights of other Users and/or third parties.
- 2.3.3. we are not responsible for the accuracy, completeness, appropriateness, legality or applicability of any posts by other Users on helperhub.
- 2.3.4. we will carry no responsibility or liability to you or any other User and/or third parties as a result of

- 2.3.4.1. any information, communication, document, post or publication that you may post, communicate or publish on/through **helperhub** to another User and/or third-parties; and
- 2.3.4.2. any information, communication, document, post or publication that other Users and/or third-parties may post, communicate or publish on/through **helperhub** to you; and you indemnify us and hold us harmless against all and any claims that may be brought against us by you or other Users and/or third-parties arising out of such communication, post or publication or associated transaction.
- 2.3.5. by posting content on our site, you grant us the right to reproduce, distribute, publish and display, edit or modify any part of the content. You also grant us and our outsourced service providers the right to use to use your content, or portions of it, for the purpose of providing the Services and Products to you, without compensation or any other obligation from us.

2.4. You further agree that the costs associated with accessing **helperhub** including, but not limited to, internet data costs, SMS costs and telephone costs will be for your own account and that **helperhub** will not be liable for any of these or associated costs.

### 3. Your Acceptance and Consent

- 3.1. Your access and continued use of **helperhub** means that you expressly agree to the terms and conditions of this User Agreement.
- 3.2. If you do not agree to all the terms and conditions, then you agree to immediately cease/stop accessing and using **helperhub**.
- 3.3. When using **helperhub**, you may be required to accept the terms and conditions or the end user license agreement (collectively, the "EULA") of third-party suppliers or vendors. While the EULA is independent from these terms and conditions and establishes a separate legal relationship which you are bound by, you agree that, the EULA will apply to your use of **helperhub**.
- 3.4. You agree that this User Agreement applies to any information accessed *via* **helperhub**, and to all sections of **helperhub**.

### 4. Changes to this User Agreement

- 4.1. We may change the terms and conditions of this User Agreement at any time.
- 4.2. The most updated version of this User Agreement will apply each time that you access and use **helperhub**.

## 5. Your account

- 5.1. If you use helperhub, you agree to keep your Access Details confidential and not to allow other people to use it. Should you allow other people to use your Access Details to access your helperhub Account then you accept full responsibility for sharing your username and password.
- 5.2. You also accept full responsibility for all activities that occur under your Access Details.
- 5.3. Once you've logged onto helperhub, certain information, functionalities and other features of helperhub will be accessible to you.
- 5.4. We may refuse to provide products and/or services to you if we are unable to verify any information that you provide to us.
- 5.5. You agree that the following actions shall be material breaches of these terms and conditions:
  - 5.5.1. signing in as, or pretending to be, another person;
  - 5.5.2. transmitting material that violates, or could violate, the intellectual property rights of others or the privacy of others.
  - 5.5.3. using interactive services in a way that is intended to harm, or could result in harm, to you or to other users of helperhub; or
  - 5.5.4. gathering information about others without obtaining their prior written consent.
- 5.6. You also agree that any use of your Access Details shall be regarded as if you were the person using such information.
- 5.7. You may change your Username and/or Password at any time, although we may determine certain requirements that you will need to meet when choosing a Username or Password. These requirements may be changed by us from time to time and you may be required to update your Access Details following such changes.

## 6. Full disclosure of all relevant facts and benefit entitlement

- 6.1. We will need certain personal and financial information from you in order to provide the Services and Products to you. It is in your best interest to keep this information current and accurate.
- 6.2. You guarantee that all information provided by you at any time to us on or via helperhub, will be true, accurate, current and correct and you undertake to update the information as and when required.
- 6.3. You guarantee that you have fully disclosed all facts and agree that this User Agreement and any transactions related to this User Agreement will be void if you do not meet this requirement.

## 7. Electronic communication and records

- 7.1. When you access and/or use **helperhub** or send us emails, you accept that we will communicate with you electronically (for example, an email or SMS). All records that you send to us may be stored by us electronically and with third parties, although these third parties are bound by the strictest levels of confidentiality. These electronic records shall be proof of the records, unless you can prove otherwise.
- 7.2. Any electronic communication sent to you will be regarded to have been received by you upon it being sent us using **helperhub** or through another electronic medium including, but not limited to mobile push notifications.
- 7.3. We take all reasonable steps to protect your personal information and maintain confidentiality. However, we cannot guarantee the security or integrity of any information you transmit to us online and you agree that you do this at your own risk.
- 7.4. You agree that all agreements, notices, disclosures and other communications that we provide to you electronically meet any legal requirement that the communications be in writing.

## 8. Copyright

- 8.1. All content made available on **helperhub** (for example, text, graphics, logos, button icons, images, audio clips, digital downloads, data compilations, and software) belongs to us, unless we expressly state that it is not and is protected by South African and international law. In addition, the compilation of all content on **helperhub** is our exclusive property and is protected by South African and international copyright laws.
- 8.2. You may not copy or transmit **helperhub** or a portion thereof using any means available to you.
- 8.3. Any unauthorised use, alteration or dissemination of the information or content on **helperhub** is prohibited.
- 8.4. You are not permitted to use any of our trademarks or logos.
- 8.5. Our business model is geared towards the protection of the information held on **helperhub**. In particular, we limit the information contained in our electronic notifications to you to the minimum, i.e. we only use your email address (in the case of an email notification) or your mobile number (in the case of an SMS) and your initial and surname. You would have to log into **helperhub** to view, download or print the information and/or document(s). In this way we try to ensure that we protect the information held on **helperhub**.

We cannot, however, be held responsible for any consequences that may result from the unlawful breach of copyright or unlawful dissemination of information by third parties copying information off **helperhub** e.g. copying our logo and placing it on correspondence and sending it to you as part of a

phishing exercise. If you suspect a breach or where a breach may have taken place and this comes to your knowledge, please contact us as soon as possible so that we can address the problem.

8.6. You agree that if you breach the terms of this clause 8, we will have the right to claim damages from you, which will include the right to claim special, incidental, consequential or indirect damages. We will also be allowed to claim for loss of profits and loss of business and will also be allowed to recover all legal costs on a scale as between attorney and own client.

## 9. Disclaimer

9.1. helperhub and all information, content, tools and materials are provided by us on an "as is" and "and available" basis.

9.2. We do not guarantee the operation of helperhub or the information, content, tools or materials on helperhub. You agree that you use helperhub at your own risk.

9.3. We do not guarantee that

- (i) helperhub;
- (ii) the information, content, tools or materials included on helperhub;
- (iii) our hosting company's servers; or
- (iv) that any electronic communications sent by us are free from viruses or other harmful components.

We will not be liable for any damages of any kind arising from your use of helperhub or from any information, content, tools or materials included on or otherwise made available to you through helperhub, including for direct, incidental, punitive and/or consequential damages.

9.4. We are fully committed to providing you with the best possible service. However, we are not responsible for:

- 9.4.1. any interrupted, delayed or failed transmission, storage or delivery of information due to a power failure, equipment or software malfunction, natural disasters, fire, labour unrest, or any other cause beyond our reasonable control; or
- 9.4.2. any inaccurate, incomplete or inadequate information obtained from helperhub supplied by you.

9.5. Neither will we be responsible for any direct or indirect loss or damages that may arise from:

- 9.5.1. any of the events described in this paragraph or the paragraphs above
- 9.5.2. your actions or omissions that result in a breach of this User Agreement;
- 9.5.3. any links to other websites from helperhub. You also acknowledge that we cannot control the content of or the products offered on those websites;



- 9.5.4. a denial of access to helper**hub** should we believe or have reason to believe that you are conducting activities that are illegal, abusive, would attack the integrity of helper**hub** or bring us into disrepute; or
  - 9.5.5. your reliance on any of the information, content, tools or materials that you obtain from helper**hub**.
- 9.6. It is very important that you acknowledge and understand that the information included on helper**hub** should not be regarded as either advice in a specific field of expertise or financial advice in terms of the Financial Advisory and Intermediary Services Act of 2002 or any other legislation (“Advice”). Please consult with your financial adviser, attorney, tax practitioner or other suitably qualified professional should you require any Advice.
- 9.7. To the extent that information is provided on helper**hub**, this information by no means constitutes Advice and should not replace the advice provided to you by your suitably qualified professional (appointed by you). We accept no responsibility for you electing to deviate from any advice you received from your duly appointed suitably qualified professional and you indemnify us from all claims arising from your decision to ignore the advice previously provided to you.

## 10. Indemnity

- 10.1. While we make every effort to ensure that the content and information on helper**hub** is complete, accurate and up to date, we make no guarantee about the suitability of the products and services provided through helper**hub** or whether they are complete accurate or appropriate.
- 10.2. You agree to fully indemnify us, our directors, employees, and trustees (where applicable) against any claim, loss or damages which you may incur or suffer as a result of your use of helper**hub**.
- 10.3. You agree to fully indemnify us, our directors and our employees from any errors or inaccuracies or incomplete information made available by third parties on helper**hub** and agree that, we will not be liable for any loss or damages, including direct, indirect and consequential loss, that may arise from any disclosure to or by any third parties.
- 10.4. You agree that all information, including products and services or any terms or conditions relating to them, provided through helper**hub** may change. We will notify you through helper**hub** of the important changes within a reasonable time.
- 10.5. You agree that any calculations made on helper**hub**, (including any relating to your taxes) are estimates and are meant as guidelines only.
- 10.6. We are not responsible for any mistakes in the performance of any calculators or interactive tools used in the calculations.

- 10.7. All products and services provided through helperhub are subject to confirmation, and any terms or conditions relating to them, at the time of finalising any transactions.
- 10.8. You accept that some of the information, content, tools or materials on helperhub come from external sources, and you agree that we are not responsible, and will not be held liable, for any information or content, received from these external sources.

## 11. Phishing and spoofing

- 11.1. We will not email you and request that you send us (via a reply email) your personal information. We may, from time to time, communicate with you and request you to log into helperhub and to upload documents and/or update personal information on helperhub.
- 11.2. If you receive an unsolicited email that appears to be from us that requests you to provide personal information (such as your bank account number, username, or password), or that asks you to verify or confirm your helperhub information by clicking on a link, it is most likely that the email was sent by a "phisher" or "spoofers."
- 11.3. We will never ask for this type of information in an email, and we strongly recommend that you do not respond to these emails and that you do not click on the link. Responding to "phishing" places you and your personal information at risk. We cannot be responsible for any consequences resulting from your response to any email sent by a "phisher" or a "spoofers".

## 12. Linking to third-party websites

- 12.1. helperhub may contain certain images and links to other third-party websites with information, content or material produced by other parties. These linked third-party websites are not under our control and we are not responsible for the information, content or material on any linked website, including, any link contained in a linked website, or any changes or updates to a linked website.
- 12.2. We are providing these links to you only as a convenience, and you agree that the inclusion of links does not imply an endorsement by us of the linked website, their business or security practices, or any association with its operators.
- 12.3. We may employ the services of third-parties, from time to time, to assist with the hosting and management of certain services and aspects of helperhub. We apply every effort to ensure that our sub-contractors comply with our privacy obligations and widely accepted security standards and that they will be accountable for any non-compliance.
- 12.4. Should you have any queries arising from transactions you conclude with such third-parties, you will be required to contact them directly.

## 13. Applicable Law and Jurisdiction

By accessing and using helperhub, you agree that the laws of the Republic of South Africa will govern this User Agreement, and you consent to the jurisdiction of the South African courts in respect of any dispute which may arise from this User Agreement.

#### **14. General Provisions**

- 14.1. The headings of the clauses in this User Agreement is provided for convenience and ease of reference only, and will not be used to interpret, modify or amplify this User Agreement.
- 14.2. If any provision of this User Agreement is held to be illegal, invalid or unenforceable, that illegality, invalidity or unenforceability shall not affect the other provisions of this user agreement.
- 14.3. No failure or delay by us to exercise any of our rights will be regarded as a waiver of our rights, nor will it affect the validity of any part of this User Agreement.
- 14.4. The rule of construction does not apply to the disadvantage of a party because the party was responsible for the preparation of this User Agreement or any part of it.