

## **SERVICE PROVIDER AGREEMENT**

Last updated July 14, 2025

THIS SERVICE PROVIDER AGREEMENT (the “Agreement”) is made between Zulu Code (Pty) Ltd (“Company”, “we”, “us” or “our”), a company registered in South Africa at Boksburg, Johannesburg, Gauteng 1459, and you, the service provider (“Provider”, “you” or “your”), concerning your provision of services through the website <http://www.cutq.co.za> (the “Site”), the CutQueue mobile application (the “App”), and any related products or services that refer or link to these terms (collectively, the “Services”).

By registering as a Provider or performing any services through the Services, you acknowledge that you have read, understood, and agree to be bound by all of the terms of this Agreement and the CutQueue Terms and Conditions (“Legal Terms”).

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### **DEFINITIONS**

In this Agreement, unless the context otherwise requires:

“Customer” means any end-user of the Services who books or purchases your services.

“Health and Safety Rules” means all applicable statutes, regulations, industry standards, and Company-prescribed policies relating to health, safety, hygiene, and sanitation.

“Legal Terms” means the CutQueue Terms and Conditions, Privacy Policy, and any other policies or guidelines adopted by the Company.

### **ENGAGEMENT OF SERVICE PROVIDER**

2.1 Scope. Company engages Provider to offer and perform the services described in Provider’s profile on the App or Site (the “Services”), and Provider accepts such engagement, subject to the terms of this Agreement.

2.2 Independent Contractor. Provider is an independent contractor and not an employee, agent, joint venturer, or partner of Company. Provider has no authority to bind Company.

### **PROVIDER REPRESENTATIONS AND WARRANTIES**

By registering and performing Services, Provider represents and warrants that:

All information in your Provider profile is true, accurate, and up-to-date.

You hold all licences, qualifications, permits, and insurance required to perform the Services.

You are at least 18 years old and have full capacity to enter into this Agreement.

### **HEALTH AND SAFETY REQUIREMENTS**

4.1 Compliance. Provider shall at all times comply with:

All applicable Health and Safety Rules; and

Any additional health and safety protocols communicated by Company or required by Customers.

4.2 Training and Equipment. Provider shall ensure that all staff are adequately trained, and that all equipment, tools, and materials used to perform Services are maintained in a safe, sanitary, and serviceable condition.

4.3 Incident Reporting. Provider shall immediately notify Company of any accident, injury, or unsafe condition arising in connection with the performance of Services.

### **COMPLIANCE WITH LEGAL TERMS AND POLICIES**

Provider agrees to comply with all Company Legal Terms, including without limitation:

CutQueue Terms and Conditions;

Privacy Policy;

Any posted guidelines, rules, or policies (e.g., for in-App notifications, reviews, cancellations).

### **CUSTOMER TREATMENT AND CODE OF CONDUCT**

6.1 Professionalism. Provider shall treat all Customers with courtesy, respect, and fairness, and shall not discriminate or harass in any way.

6.2 No Harm. Provider shall not cause physical, emotional, or property harm to Customers or their premises.

6.3 Timeliness & Quality. Provider shall perform Services at the agreed time, at the agreed price, and to a professional standard consistent with industry practice.

### **INSURANCE AND LIABILITY**

7.1 Insurance. Provider shall maintain, at its own expense, adequate liability insurance (including public liability and professional indemnity) covering its performance of the Services.

7.2 Limitations. Except to the extent prohibited by law, Company’s liability for any claim arising under this Agreement shall be limited to the greater of:

The total fees paid to Provider for the Services giving rise to the claim; or

ZAR 1,000.00.

### **INDEMNIFICATION**

Provider shall defend, indemnify, and hold harmless Company, its officers, directors, employees, and agents from and against any losses, damages, liabilities, claims, or expenses (including reasonable attorneys' fees) arising from:

Provider's breach of this Agreement;

Provider's negligence, wilful misconduct, or violation of any law or regulation;

Any claim by a Customer or third party related to the Services.

### **CONFIDENTIALITY**

Provider shall not disclose or use any confidential or proprietary information of Company or Customers except as necessary to perform the Services.

### **INTELLECTUAL PROPERTY**

Except as otherwise agreed in writing, Company owns all trademarks, logos, and software related to the Services. Provider grants Company a perpetual, worldwide, royalty-free licence to use any service descriptions, images, or other materials Provider uploads to the App or Site.

### **TERM AND TERMINATION**

11.1 Term. This Agreement commences on the date Provider first performs Services and remains in effect until terminated.

11.2 Termination for Cause. Either party may terminate immediately upon breach by the other party of any material provision of this Agreement.

11.3 Effect of Termination. Upon termination, Provider shall cease performing Services and return all Company-owned materials. Sections 7 (Insurance), 8 (Indemnification), 9 (Confidentiality), and 10 (Intellectual Property) shall survive.

### **MODIFICATIONS**

Company may modify this Agreement or any policies by posting updated terms on the Site or App. Continued use of the Services after such posting constitutes acceptance.

### **GOVERNING LAW**

This Agreement and any disputes arising out of it shall be governed by the laws of South Africa. The parties submit to the exclusive jurisdiction of the courts of South Africa.

### **CONTACT**

For questions or notices under this Agreement, please contact us at:

Zulu Code (Pty) Ltd  
Johannesburg, Gauteng 1459  
South Africa  
info@cutq.co.za