

Service Provider Agreement

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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 business or professional that offers services through CutQ ('Provider', 'you' or 'your'). CutQ means our website at cutq.co.za, the CutQ mobile application and any related products or services that refer or link to this Agreement (together, the 'Platform').

By creating a business account on the Platform or taking bookings through it, you confirm that you have read, understood and agree to be bound by this Agreement and by our [Terms and Conditions](#) (the 'Legal Terms').

1. Definitions

In this Agreement, unless the context otherwise requires:

- 'Customer' means any user of the Platform who books or receives your services.
- 'Services' means the beauty, grooming, wellness or other services you describe in your profile on the Platform.
- '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 CutQ Terms and Conditions, Privacy Policy, Acceptable Use Policy and any other policies or guidelines we publish on the Platform.

2. Your listing on CutQ

2.1 Listing. We give you a listing on the Platform through which Customers can find your business and book your Services. You decide which Services you offer, your prices, your opening hours and availability, and your cancellation policy.

2.2 Independent business. You are an independent business and not an employee, agent, joint venturer or partner of Company. You have no authority to bind Company. Customers contract with you, not with us, for the Services.

2.3 Staff. If you invite staff members to your business on the Platform, you are responsible for their use of the Platform and for the Services they perform, and this Agreement applies to them as it applies to you.

3. Bookings and payments

3.1 Booking requests. Customers send booking requests through the Platform. You are responsible for confirming or declining each request promptly and for keeping your availability up to date.

3.2 Payment for Services. We charge no commission on your bookings. Customers pay you for Services directly, or through the Platform where you accept online payments, and you are responsible for any refund or dispute about a Service.

3.3 Cancellations. You must honour the cancellation policy shown on your profile at the time a Customer booked.

3.4 Deposits and online payments. You may require Customers to pay a deposit, or the full price, to secure a booking, and you may let Customers pay the full price when they book or pay their bill on the Platform after the visit. You set the amount due when booking (as a percentage or a fixed amount, and per Service if you wish), whether unpaid bookings are released after a deadline, your cancellation policy, and your late cancellation charge (a percentage of the Service price, up to 100%), and the Platform shows them to Customers before they book. Payments made online are processed by Paystack and settled by Paystack directly to the bank account you register on the Platform, less Paystack's processing fee, which you bear. We take no fee on these payments and we never hold the funds. You may also take payment directly from a Customer, for example in cash or by card at your premises, and record it on the booking. For a Service with a 'from' price or a price range you must set the Customer's final bill on the booking before requesting payment of it on the Platform, and the bill must reflect the Service actually provided.

3.5 Your payout account and refunds. You must register a bank account in your own name or your business's name, keep it correct, and check it carefully: Paystack pays out to the account details you give, and neither Paystack nor we are liable for a payout to a wrong account. Paystack may hold the first payout to a new or changed account for review. You must refund in full everything a Customer paid before the visit when you decline or cancel a booking, when you do not respond to a request, when the Customer cancels before your cancellation deadline, and when the Customer cannot attend because of death or hospitalisation (section 17 of the Consumer Protection Act 68 of 2008). When a Customer cancels after your deadline or does not arrive, you may keep your late cancellation charge, which must be a reasonable

charge in the circumstances (section 17(4) of that Act), and the Platform refunds the rest to the Customer automatically. A payment made after the visit is for a Service provided and is refunded only if you choose to refund it. Refunds of online payments are started on the Platform and returned by Paystack to the Customer; where you took payment directly, you refund the Customer yourself and record it on the booking. Paystack's processing fee is not returned on a refund.

3.6 Refunds we pay on your behalf. Paystack takes a refund back from your pending payout when it can. When it cannot, for example because the payment has already been paid out to you, or because Paystack keeps its processing fee, we pay the shortfall to the Customer so that the Customer is refunded on time. You must repay that amount, and you agree that we may recover it from your next online payments on the Platform: the amount recovered goes to us instead of to your bank account, and we tell you on the booking each time we do so. We recover only amounts we paid for refunds of payments made to your business, never more, and never from the Customer.

4. Subscription

4.1 Free trial and fee. New businesses start with a free trial. After the trial, a monthly subscription at the fee shown in the app is required for your business to remain visible to Customers. Subscription payments are processed by Paystack.

4.2 Billing and cancellation. The subscription renews automatically each month until you cancel. You can cancel at any time in the app, and your listing stays active until the end of the period you have paid for. Subscription payments are governed by the Legal Terms and our [Refund Policy](#).

5. Provider representations and warranties

By creating a business account and performing Services, you represent and warrant that:

- all information in your profile, including your Services, prices and photos, is true, accurate and up to date, and the photos are of your own work or you have the right to use them;
- you hold all licences, qualifications, permits and insurance required to perform the Services; and
- you are at least 18 years old and have full capacity to enter into this Agreement.

6. Health and safety requirements

6.1 Compliance. You shall at all times comply with all applicable Health and Safety Rules and any additional health and safety protocols communicated by Company or reasonably required by Customers.

6.2 Training and equipment. You 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.

6.3 Incident reporting. You shall immediately notify Company of any accident, injury or unsafe condition arising in connection with a booking made through the Platform.

7. Compliance with legal terms and policies

You agree to comply with all of the Legal Terms, including the Terms and Conditions, the Privacy Policy, the Acceptable Use Policy and any guidelines we post for reviews, messages or cancellations.

8. Customer treatment and code of conduct

8.1 Professionalism. You shall treat all Customers with courtesy, respect and fairness, and shall not discriminate against or harass anyone in any way.

8.2 No harm. You shall not cause physical, emotional or property harm to Customers or their premises.

8.3 Timeliness and quality. You shall perform Services at the agreed time, at the agreed price and to a professional standard consistent with industry practice.

9. Insurance and liability

9.1 Insurance. You shall maintain, at your own expense, adequate liability insurance (including public liability and professional indemnity) covering your performance of the Services.

9.2 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 (a) the subscription fees you paid to Company in the twelve (12) months before the claim, or (b) ZAR 1,000.00.

10. Indemnification

You 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:

- your breach of this Agreement;
- your negligence, wilful misconduct or violation of any law or regulation; or
- any claim by a Customer or third party related to the Services.

11. Confidentiality and customer information

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

11.2 Customer information. You may use the names, contact details, booking details and notes of Customers that you receive through the Platform only to provide and manage their bookings. You must handle that information in line with the Protection of Personal Information Act 4 of 2013 and must not use it for unsolicited marketing.

12. Intellectual property

Except as otherwise agreed in writing, Company owns all trademarks, logos and software related to the Platform. You grant Company a perpetual, worldwide, royalty-free licence to use any business name, logo, service descriptions, images or other materials you upload to the Platform, to display your listing and to promote the Platform.

13. Term and termination

13.1 Term. This Agreement starts when you create a business account on the Platform and remains in effect until terminated.

13.2 Termination. You may end this Agreement at any time by deleting your business account in the app. Either party may terminate immediately upon breach by the other party of any material provision of this Agreement, and we may suspend or remove your listing as set out in the Legal Terms.

13.3 Effect of termination. On termination, your listing is removed and you shall stop taking bookings through the Platform. Sections 9 (Insurance and liability), 10 (Indemnification), 11 (Confidentiality and customer information) and 12 (Intellectual property) survive termination.

14. Modifications

We may modify this Agreement by posting updated terms on the Platform. If we make a material change, we will tell you in the app or by email before it takes effect. Continued use of the Platform after the change takes effect constitutes acceptance.

15. 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.

16. Contact

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

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