



## Terms of Service

The following terms of service ("Terms of Service" or "Terms") constitute a binding legal agreement between you and Soccermom SA (Pty) Ltd ("Soccermom", "we", or other first person pronouns) for the use of our services, website platforms, ([www.mysoccermom.co.za](http://www.mysoccermom.co.za) and [www.mysoccermom.co.za](http://www.mysoccermom.co.za)) ("Sites") and mobile applications (the SoccermomRIDE app and /or SoccermomDRIVE app), together the "Soccermom Technology".

Soccermom acts as an independent agent, facilitating the introduction of Independent Service Providers (Drivers / Sitters) seeking to provide transportation and child care services, to Clients seeking to make use of transportation and child care services, through application based software technology. We are not acting in any other capacity with either the Drivers / Sitters or Client, including but not limited to Employer or Contractor and has no liability for any transportation or child care services provided to you by any Independent Service Providers.

**Because this is a legal document, we suggest you read it thoroughly before making use of our technology and services, and for further assistance we've marked the very important points like this. If you do not agree to these Terms of Use, do not proceed with signing up, registering or using our Services.**

To use the Service either as a Client or Independent Service Provider, you must download the SoccermomRIDE App or SoccermomDRIVE App and set up your user profile. To create a user profile, you must provide certain personally identifiable information and other information about you and other individuals who use the Service via your account. Please see our Privacy Policy ([www.soccermom.co.za/privacy](http://www.soccermom.co.za/privacy)) for information on how Soccermom collects, uses and discloses information from its users. Proceeding beyond the sign-up page on the respective mobile applications, and **selecting the box stating "I AGREE TO THE SOCCERMOM TERMS OF SERVICE"** constitute your electronic signature to this agreement, and by accessing and / or using our services, you acknowledge that you have read and understood, and that you agree to these terms.

You also confirm that you are of legal age to enter into a binding contract, that you have the authority to enter into this agreement either personally, or on behalf of an entity or other individual, and that you are legally authorized to represent anyone listed as "passengers" in your profile.

Soccermom may change these Terms at our sole discretion at any time. When changes are made we will update the version and date of this document and you will receive a new copy of the Terms for review, to which you must agree in a specified manner before continuing your use of our services.

For both Clients and Independent Service Providers, we have Special Terms of Service (Additional Terms). These Additional Terms are listed in these Terms of Service, and may also be presented to you at a later stage of the Service process. Collectively, the Additional Terms and the Terms of Service are referred to as the "Terms". You must accept all these Additional Terms to continue making use of our service. Should there be inconsistencies between the Additional Terms and this Terms of Service, the Additional Terms will control.

### **Requirements to use the Site and Services**

To use the Soccermom Technology, you must be at least 18 years of age. You understand that the use of this site and its services are entirely at your own risk.

You agree to use this site for lawful purposes only, which is to either provide or request the service. You agree that you will not use this website for any unlawful or malicious purposes, including but not limited to committing a criminal offence, gaining unauthorised access to other information systems or general information, or transmitting unlawful material.

### **Right to deactivate User Accounts**

Should you violate any of the Terms of Service, Soccermom may deactivate your account immediately and you may no longer provide or make use of the services.

### **Communication**

While providing or using the service, you consent to communication in the form of in-app notifications, email and text messages from Soccermom and other parties included in any Terms of Service. You may not opt out of this communication as it is required to provide an effective service. We will communicate with you through the contact information associated with your account. You may contact Soccermom by sending an email to [info@soccermom.co.za](mailto:info@soccermom.co.za)

Soccermom may contact you for feedback and suggestions on the service. The feedback and suggestions you provide may be used by us as we deem fit, without compensation to you.

### **Prohibited use and restrictions**

**For the duration of your association with Soccermom as either a registered Client or Independent Service Provider, you are prohibited from entering into a direct contract with any person introduced to you by Soccermom, or their direct friends and family.**

You may not reproduce, duplicate, copy, sell or exploit any portion of the property of Soccermom, which include but is not limited to the content on the mobile applications, website, legal documentation and operating processes.

You may not create more than one user account.

# Additional terms for Clients

The below Terms of Service (or "Terms") apply to the Client (or "you / your") use of the service, platform and technology of Soccermom SA Pty Ltd (or "SMSA" or "we").

## Description of Service

Soccermom SA (Pty) Ltd is a booking agent, operating on a web-based and/or mobile application platform that provides the client upon his / her request with the service of recruiting, interviewing and screening independent service providers for an arranged and scheduled service.

**SMSA does not provide you with any transportation or care giving services, but will provide you, upon your request, with the opportunity to choose an independent service provider to supply the requested services.**

The choice of accepting the services provided by the independent service provider rests and remains with you.

Soccermom Drivers and Sitters are not employees of Soccermom but rather provide the transportation and child sitting services (the "Soccermom Services") directly to you, the Client.

Although SMSA conducts certain verifications of Independent Service Providers as described in our "Soccermom Verification Process", any agreement regarding the Soccermom Services is strictly between you and the Independent Service Provider.

SMSA cannot be held responsible or liable for the services provided by the Independent Service Provider, or for the conduct, acts or omissions of any Soccermom Driver or Sitter.

SMSA and the Independent Service Providers reserve the right to refuse service to any passenger or their legal guardian, at their discretion for cause.

SMSA facilitates payments between The Client and the Independent Service Provider as set out in Section "Logs, Fees and Monthly Payments".

## Exclusion of Liability

Soccermom SA (Pty) Ltd and each of our respective owners, directors, employees, agents and / or any other representatives will not be held liable for any loss or damage of any kind, whether direct, indirect or consequential, or any expense of any nature, which may be suffered by you (The Client) or any other third party, which arises directly or indirectly from your use of this website and / or its content and / or the services provided by the users herein or your inability to access the website, even where SMSA is expressly advised thereof.

You agree to indemnify SOCCERMOM SA (PTY) LTD, its owners, directors, employees, the franchisor or franchisees, agents and/or any other representatives, and keep them fully indemnified, from and against any loss or damage suffered or liability incurred in respect of any third party, that arise from your use / sign-up / registration on this website and / or the services provided for herein.

You agree that your use of this website and / or mobile application to Request a Soccermom (signup and registration) and to make use of the services provided by the independent service providers on

this website, is entirely at your own risk.

SMSA makes no representations or warranties of any kind, whether expressed or implied, through the content contained on this website.

We do not warrant that

- The technology's functions will be uninterrupted or error-free
- The site or its server is free from viruses or other harmful components
- The site cannot be "hacked" by cyber criminals

### **Relationship between the parties**

Soccermom SA Pty Ltd acts as a disclosed booking agent for the Independent Service Provider.

**Your appointment of the Independent Service Provider gives rise to an agreement between you and the Soccermom Driver / Sitter as detailed in the "Client - Soccermom Driver Service Agreement"**

SMSA is not a party to the "Client - Soccermom Driver Service Agreement"

You acknowledge and agree that the service provided by the Soccermom Driver/Sitter is pursuant to the "Client - Soccermom Driver Service Agreement"

It is specifically recorded that neither Soccermom SA nor the Independent Service Provider shall be held liable for any loss, damage, injury, death, expense, claim or any other form of liability whatsoever, and howsoever arising from incidental to the contracting of the Independent Service Provider which may be suffered by The Client and their Dependents.

The provision of this clause shall survive the expiry or early termination of this agreement.

### **Client Profile (User Account) and Process to Request a Soccermom**

To Request a Soccermom, you need to create an account to access our Service. Although there is no cost involved in creating your profile, you will be required to provide SMSA with the following essential details

- Email address and preferred password
- Permanent physical location
- Personal information
- Details pertaining to the required services as set out below.

You must provide accurate account information and promptly update this information if it changes. You must also maintain the security of your account and promptly notify us if you discover or suspect that someone has accessed your account without your permission. If you permit others to use your account credentials, you are responsible for the activities of such users that occur in connection with your account.

When requesting driving or child care services, it must be scheduled upfront and should supply all of the following specific details

- Dates and times when the service is required

- The full names, ages and other personal details of all individuals (or “passengers”) that will make use of the services. This includes passengers riding along on an ad-hoc arrangement such as friends or nannies.
- Any specific, important or vital information of the person that will make use of the service of which the Independent Service Provider must take note of, eg. special or medical needs.
- For Transportation services: Pick-up and Drop-off addresses
- For Sitting Services: The address where sitting services should be provided

**Very important: By listing an individual as a dependant or passenger on your profile, you acknowledge that you act as the guardian / parent or have the required consent from the dependant’s guardian / parent to do so. You also understand that all dependants listed on your profile, whether temporary or permanent, is included in all of these Terms and Service Agreements.**

The Independent Service Provider may not provide their service to any individual that is not listed as a dependent for the specific scheduled session.

It remains your duty to stipulate all relevant details that are important for the service to be performed in the manner required.

To ensure effective service and accurate placements, we will only commence with the recruitment process once you have formally requested these services from your online profile.

Once you have requested a service by scheduling a ride (once-off or recurring) or sitting from the mobile application, any active driver can view and apply for the position. You will receive details on all applicants in your profile, and may choose to schedule personal interviews if preferred, before allocating the job to a specific independent service provider.

**Once your service request has been allocated to an independent service provider, it gives rise to the “Client - Soccermom Driver Service Agreement”. This includes allocations done on the client’s behalf by any representative of Soccermom SA.**

#### **Car seats**

**Due to personal preference and for safety and hygienic reasons, neither Soccermom SA nor the Independent Service Provider will provide child car seats. It is the client’s responsibility to provide the Independent Service Provider with the appropriate baby seat/booster for their child. The Independent Service Provider will not be permitted to transport a child under the weight of 25kg without a car seat/booster seat provided.**

#### **Payment Terms**

**Payments:** You agree to pay, and hereby authorize Soccermom’s third-party payment processor to charge via the relevant payment options for all applicable fees and taxes that may be relevant to your account. These payment processing services are governed by the terms and conditions of those third party services and will apply to the payments you make using them. Any personal information you provide to these payment providers will be processed in accordance with their privacy policies and not that of Soccermom.

Any amounts that Soccermom is unable to charge due to insufficient funds will be late payments and will bear interest at the maximum allowable rate until paid. We may suspend or terminate your access to the Service if a payment is 24hours past due.

**Service Credits:** All Soccermom payments are facilitated through service credits (In-app "Wallet"). Your Wallet must have a minimum balance of R250 as long as you have service requests scheduled. Service credits can either be purchased from the mobile application, paying through the authorized third-party payment processor, or via Bank Transfer to the Soccermom bank account:

Soccermom SA (Pty) Ltd

FNB Woodlands Branch (250655)

Account Number: 62629407877

**Soccermom Service Fees in General:** You will be charged a fee by the independent service provider for any and all the rides and other services rendered ("Soccermom Service Fees"). Soccermom Service Fees vary, based on the particular Soccermom Service Option selected by the Client. When scheduling Soccermom Services through the mobile application, you will be quoted an estimate cost. The actual Soccermom Service Fees charged by the independent service provider may vary from the estimate cost, depending on the final duration and/or distance of the services provided. Soccermom Service Fees are due immediately and payment will be facilitated by Soccermom on behalf of the independent service provider, using the Service Credits available in your In-app Wallet. **The service fees charged will be considered as final and non-refundable, unless formally queried via the "Fair Review" form found at [www.soccermom.co.za/helpdesk](http://www.soccermom.co.za/helpdesk). Soccermoms are not permitted to provide any services unless the relevant request is scheduled and allocated to them via the mobile application.**

**Premium Service:** The Soccermom Premium service allows you to make a recurring booking for an extended period of time, and guarantees the same driver for the duration of the relevant recurring booking and a personal account manager. The monthly subscription fee is payable to Soccermom SA when making a recurring booking, for the use of our recruitment services and support.

- The Subscription fee is charged monthly for the duration of the recurring booking.
- Your first month's Subscription Fee is payable upon completion of the first scheduled ride and will be deducted from your service credits via the in-app Wallet.
- Subsequent Subscription fees are payable upfront every month and will be deducted on the first day of service.
- The Subscription fee is charged at a flat rate per calendar month, and cannot be pro-rated or refunded.

Clients may under no circumstances accept an invoice directly from the Independent Service Provider, neither make payment directly to the Independent Service Provider in cash or via EFT without the written consent from Soccermom SA.

### **Cancellation Policy**

Any scheduled booking may be canceled by the client at any time. Cancellation charges may apply if cancellations were not made within the required notice periods:

- Premium / Recurring bookings: at least 6 hours before the scheduled commencement time.
- Standard Bookings (sitting or ride): at least 45 minutes before the scheduled commencement time.

**The cancellation fee charged will be calculated at 100% of the estimated fee of that session.**

**Schedule Changes:** Any changes to the scheduled booking should be communicated to the Independent Service Provider as soon as possible, but no later than 1 hour before the scheduled commencement time. A scheduled session cannot be edited in the app, and you should either contact the Soccermom Office or cancel and reschedule the booking via the app. Schedule changes made by the Soccermom Office will be charged at Standard Ride Fares.

**Schedule changes outside the required notice period will be considered as "cancellations" and the same charges will apply.**

**Premium Service Contracts:** To cancel your Soccermom Subscription and all services from the Independent Service Provider before the agreed-upon contractual end-date, written notice must be sent via email to your local SMSA branch no later than 30 days before the planned last day of service. If the 30-day notice period extends into the next billing period, you will be liable for the subscription fee of that month.

**Repairs and Cleaning:** You will be responsible for the cost of repair for damage to, or necessary cleaning of the independent service provider's vehicles and other property resulting from the use of the Soccermom Services under your Account in excess of normal "wear and tear" damages and necessary cleaning ("**Repair or Cleaning**"). In the event that the independent service provider reports the need for Repair or Cleaning, and such Repair or Cleaning request is verified by Soccermom in our reasonable discretion, Soccermom reserves the right to facilitate payment for the reasonable cost of such Repair or Cleaning on behalf of the independent service provider, using the available service credits in your in-app Wallet. Such amounts will be transferred by Soccermom to the applicable independent service provider and are non-refundable. You acknowledge and agree that Soccermom may, and you hereby authorize us to charge your in-app Wallet up to R500 on a per-service (e.g. per-Ride) basis for any damages incurred by your Independent Service Provider that were caused by you, other passengers or account passengers during Soccermom Services, as determined in our sole discretion.

### **Confidentiality and Restraint**

You agree to not enter into any external contract with any of the Independent Service Providers that are registered, or who were previously registered to SMSA for a period of 6 months, unless you notify us of your intent to do so, in which case a "Recruitment Fee" of R5000 will be payable to SMSA.

All information and documentation shared with The Client via their Soccermom online profile and email are confidential and may not be distributed to any third parties or used in any other capacity than within the Soccermom service agreements.

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# Additional terms for Independent Service Providers

These Additional terms for Independent Service Providers (or "Driver / Sitter Terms") apply to the Independent Service Provider (or "you / your" or Soccermom Driver / Sitter) while providing a service through the platform and technology of Soccermom SA Pty Ltd (or "SMSA" or "we").

## Description of the service

Soccermom SA (Pty) Ltd is a booking agent, operating on a web-based and mobile application platform that provides the client upon his / her request with the service of recruiting, interviewing and screening independent service providers for an arranged and scheduled service.

SMSA does not provide any transportation or care giving services, and do not employ anyone to provide these services, and does not intend to do so.

**You understand and confirm that you are acting independently as a provider of transportation and child care services and that you are not employed or contracted by SMSA to provide such a service**

The choice of accepting the services offered by the independent service provider rests and remains with the Client.

Soccermom Drivers and Sitters are not employees of Soccermom but rather provide the transportation and child sitting services (the "Soccermom Services") independently to the Client.

SMSA cannot be held responsible or liable for the conduct, acts or omissions of any Client introduced to you.

SMSA reserve the right to refuse your offer of service as an independent service provider at our discretion for cause.

SMSA facilitates payments between The Client and the Independent Service Provider as set out in the "Logs, Fees and Monthly Payments" section

## Exclusion of Liability

Soccermom SA (Pty) Ltd and each of our respective owners, directors, employees, franchisors and franchisees, agents and / or any other representatives will not be held liable for any loss or damage of any kind, whether direct, indirect or consequential, or any expense of any nature, which may be suffered by you (The Independent Service Provider) or any other third party, which arises directly or indirectly from your use of this website and / or its content and / or the services provided by the users herein or your inability to access the website, even where SMSA is expressly advised thereof.



You agree to indemnify Soccermom SA (PTY) LTD, its owners, directors, employees, the franchisor or franchisees, agents and/or any other representatives, and keep them fully indemnified, from and against any loss or damage suffered or liability incurred in respect of any third party, that arise from your use / sign-up / registration on this website and / or the services provided for herein.

You agree that your use of this website to Become a Soccermom (signup and registration) and to accept the service required by the Client on this website is entirely at your own risk.

SMSA makes no representations or warranties of any kind, whether expressed or implied, through the content contained on this website.

We do not warrant that

- The website's functions will be uninterrupted or error-free
- The site or its server is free from viruses or other harmful components
- The site cannot be "hacked" by cyber criminals

### **Relationship Between the parties**

SMSA acts as a disclosed booking agent for the Independent Service Provider

**Your appointment by a client as their matched Soccermom gives rise to an agreement between you and the Client as detailed in the "Client - Soccermom Driver Service Agreement"**

SMSA is not a party to the "Client - Soccermom Driver Service Agreement"

You acknowledge and agree that the service you provide as the Soccermom Driver/Sitter is pursuant to the "Client - Soccermom Driver Service Agreement"

### **Soccermom Driver / Sitter Profile (User Account) and Process to Become a Soccermom**

To Become a Soccermom, you need to register an account to make your service available. By proceeding with your application, you accept the Terms of Service contained herein and undertake to comply with it as it is set out in this document. You must comply with the following obligations:

- You warrant that you are legally entitled to render the services offered and as requested by the Client and all statutory requirements set out in this document has been complied with
- You warrant that all information and documentation you supply is authentic and true copies of the original documents
- You must renew all relevant and applicable licenses and documentation that pertains to your service
- You are expressly prohibited to provide any services without the necessary valid licenses
- You must at all times make use of the specific vehicle that is registered on your SMSA account

You will be required to provide SMSA with the following essential details

- Email address and preferred password
- Permanent physical location
- Personal information
- Summary of applicable experience
- Copy of your Professional Driving Permit

- Copy of your First Aid Training Certificate (for sitting service only)
- Copy of your Identity Document
- Copy of your vehicle licence
- Copy of your Dekra vehicle inspection report
- Copy of your vehicles service report
- Copy of your vehicle insurance letter
- Complete vehicle description
- Medical details
- Copy of your medical aid card
- Bank account details for payment
- Professional reference with contact details

Failure to supply all of the above, will result in categorizing your profile as “incomplete” and we won’t consider you as an Independent Service Provider.

Based on the information you supplied, you may be invited for an interview with your local SMSA branch representative.

You agree and consent that SMSA may conduct any necessary background checks and verifications of the information you provided during the registration process.

#### To offer your services to a Client, you must

- Be able to enter into an agreement for the full duration of the contract period
- Be able to supply the service in full as is required by the Client through the schedules made available in the job description
- Be in possession of a Professional Drivers Permit
- Have passenger liability insurance to the value of R500 000

Based on the client requirement, we may present your profile to the Client for consideration as an Independent Service Provider, but the final decision to consider your offer to provide the Service, and to invite you for an interview remains with the Client.

When you are appointed by the Client as their Soccermom on the website platform, it gives rise to the “Client - Soccermom Driver Service Agreement”.

You agree to not enter into any negotiation with any Client introduced to you by SMSA, that will exclude the involvement of SMSA and understand that you must notify SMSA immediately should you be requested to provide a Driving or Sitting service to any person introduced to you by SMSA, or those person’s immediate friends or family. Failure to comply with the above will result in a fine of R5000 payable by you to SMSA.

#### Service Standards

You understand that you represent Soccermom SA (Pty) Ltd for the duration of any agreements with clients obtained through SMSA, and agree to maintain a professional level of service at all times, including direct and indirect communication with Clients, dependents and Soccermom representatives.

You understand that any agreements with Soccermom, and with Clients obtained through Soccermom, may be terminated with immediate effect should Soccermom SA believe you did not provide the required service satisfactorily.

You understand that it is a legal requirement to be in possession of a Professional Driving Permit (PrDP) if you transport passengers for financial reward. You must confirm your valid PrDP in your Soccermom online profile to be compensated for the services provided. Without a PrDP, you will only be refunded for the use of your vehicle at the agreed rate per kilometre, until such a time that you provide your PrDP, at which point you will receive a start-up bonus that equals the value of all services you provided to such point, at the agreed base rates per trip or day.

You may under no circumstances have any passengers that is not listed as dependents for the scheduled session in the vehicle while providing the service. This includes, but is not limited to your friends and family.

You agree to only use the vehicle that is approved by SMSA to provide the service.

You understand that your vehicle must be maintained on a regular basis as required by the manufacturer, but no less than one maintenance service per year.

You understand that you will not be permitted to transport a child under the weight of 25kg without a car seat/booster seat, to be provided by the Client.

While in service, you may not interfere with the operation of the mobile application, or disable the collection of location-based information from your mobile device.

### Logs, Fees and Payments

You may only provide the required services if it is formally requested as a scheduled session in your online profile by the Client and not in any other manner such as text messages or telephonically. If the service is not formally requested as a scheduled session in your online profile, you should notify the Client no less than 2 hours before the scheduled starting time that you are unable to provide the service..

All scheduled service sessions (either a ride or sitting) must be logged in "real-time" from the mobile application and will be electronically stored on both parties' SMSA online profile.

1. The pick-up time (for rides) or starting time (for sittings) should be recorded electronically and by so doing notify the client of the actual pick-up time
2. The drop-off time (for rides) or end time (for sittings) should be recorded electronically and by so doing notify the client of the actual drop-off time

**Very important: When offering your driving and/or sitting services without a formal request (online schedule) from your client,**

1. You are in breach of this service agreement, and the non-liability clause protecting you is no longer applicable.
2. You will not be compensated for the earnings due to you as there is no logged record

Driver / Sitter Fees may be charged for all rides and sittings logged online, and is calculated at the rates agreed between all parties upon application / presentation of the service request. You understand that you will receive payment from the Client, and that SMSA will collect payments owed to you, and that we reserve the right to adjust or withhold all or a portion of any Fees owed to you to satisfy any fees or other charges associated with your use of the Soccermom Platform.

You will be charged a service fee by SMSA for the use of our services, website platform and support. Service fees are calculated at

- 10% of the value of your earnings for Recurring Rides
- 20% of the value of your earnings for Standard Rides
- 25% of the value of your earnings for Sitting Session

You agree that SMSA may deduct the subscription fees from your total earnings before funds are transferred to your bank account.

Processing Payments: Payments to Independent service providers are processed fortnightly for any rides successfully completed and logged in the specified time. SMSA will facilitate your earnings payable and the balance payable after deduction of any service fees will be transferred to the bank account specified by you.

You understand that you are solely responsible to report any income earned as an Independent Service Provider to any applicable government agency, as well as paying any applicable taxes, compensation, insurance or similar fees as may be required by any government department or agency and applicable to self-employed individuals.

#### **Cancellation Policy**

Any scheduled booking may be canceled by the client at any time. Cancellation charges may apply if cancellations were not made within the required notice periods:

- Premium / Recurring bookings: at least 6 hours before the scheduled commencement time.
- Standard Bookings (sitting or ride): at least 45 minutes before the scheduled commencement time.

**The cancellation fee charged will be calculated at 100% of the estimated fee of that session.**

**Schedule Changes:** Any changes to the scheduled booking should be communicated to you by the Client as soon as possible, but no later than 1 hour before the scheduled commencement time. A scheduled session cannot be edited in the app, and you should contact the Soccermom Office at least 1 hour before the scheduled time for assistance.

**Schedule changes outside the required notice period will be considered as "cancellations" and the same charges will apply.**

If you cannot provide the agreed services due to illness, exams, holidays or any other reason whatsoever, you must provide both the Client and your local SMSA branch with a formal written request for time off, within the following notice periods:

- For illness: 24 hours notice, or a medical note if you suddenly fell ill and cannot provide the service
- For any other reason whatsoever: 72 hours notice

Your request is subject to the approval of the Client and Soccermom SA Pty Ltd and will be considered within the following guidelines:

- For illness: 1 day for every month contracted.
- For exams: 1 day on the scheduled exam date
- For any other reason whatsoever: subject to the approval of the Client and Soccermom SA Pty Ltd .

Should you be unable to provide the agreed services within these guidelines, it will be accepted that you can no longer meet the service requirements and you will be expected to cancel the agreement.

To cancel your association with SMSA and end all services as an Independent Service Provider, written notice must be sent via email to your local SMSA branch no later than 30 days before the planned last day of service.

Failure to provide the required notice periods for any of the above will result in SMSA charging an administration fee from you for having to arrange a stand-in service provider at short notice. The administration fee will be determined by SMSA based on the effort required to find a replacement service provider.

#### **Confidentiality, Restraint and Non-Compete Agreement**

You agree to not enter into any external contract with any of the Clients that are registered, or who were previously registered to SMSA for a period of 6 months, unless you notify us of your intent to do so, in which case a "Finders Fee" of R5000 will be payable to SMSA by the Client.

You understand that you may not introduce any third party to any Client introduced to you by SMSA, without the knowledge and inclusion of SMSA

All information and documentation shared with you as an Independent Service Provider via your Soccermom online profile and/or email are confidential and may not be distributed to any third parties or used in any other capacity than within the Soccermom service agreements.

You agree that for the duration of your agreement with Soccermom and for 24 months thereafter you will not be directly or indirectly engaged, interested or concerned in any business that competes with Soccermom's core business; solicit or entice or attempt to do so, any customer, client, supplier or employee of Soccermom SA; render any services which Soccermom renders; divulge or make use of any information that is confidential to Soccermom and that you have acquired through my placement.

You agree that noncompliance with any of the above will result in a fine payable by you, the independent service provider, to Soccermom SA, equivalent to the financial value of the business lost by Soccermom through your actions.

# Client - Soccermom Driver Service Agreement

## The Parties

This agreement is concluded between the Client and the Independent Service Provider (or "ISP").

The personal details of both parties are stated on their Soccermom Online profiles and both parties confirm that the information is true and accurate.

Both parties understand that Soccermom SA is in no manner a party to this agreement, and solely acts as an agent.

## The Agreement and Service Requirement

Both parties understand that this agreement will come into effect on the date that the Client appoints the ISP as their Soccermom on the SMSA platform, for the duration of the service agreement. This will also include an appointment made on behalf of the client by any representative of Soccermom SA.

The service provided involves the ISP contracting his / her services to the Client on an ongoing basis, according to the service requirement.

It is expressly agreed that this is an independent contract for services, and that the ISP is not employed by the Client or that the agreement shall not be construed as a contract of employment.

This agreement does not constitute and shall not deem to create a principal / agent relationship or joint venture or partnership between the Client and the ISP.

The Client wants to enter into a contract with the ISP for the services required and the ISP confirms that he / she possesses the required skills, registration, licenses and experience to provide the service.

Both parties agree to adhere to the service terms which they agreed to as required by Soccermom SA, including but not limited to the terms of payment, logging and scheduling.

The Client requires the ISP to care for and transport the dependants as listed, and only at the times scheduled on the Client's Soccermom online profile.

The ISP consent to transport the dependants using his / her own vehicle.

## Indemnity

The independent service provider indemnifies the Client against any claims of the Regional Services Council, Workmen's Compensation Board, Unemployment Insurance Commissioner, Bargaining Council and other statutory client obligations since the independent service provider is a business in his/her own right.

The independent service provider indemnifies the client against any claims of the South African Revenue Services and herewith accepts as independent service provider the direct responsibility and obligation with regard to personal tax, tax concessions and/or VAT.

The Client indemnifies and holds the ISP harmless for all and any losses and/or damage of whatsoever nature and howsoever arising from or incidental to the contracting of the independent service provider, whether intentional or through negligence, which may be suffered by the Client and/or Dependants.

### **Fee Structure and Payment Terms**

Both parties acknowledge and agree to the fees payable to the ISP for the performance of the Services as set out above, at the rates as agreed upon between Soccermom SA and the Client, and as communicated to the Driver upon application for the position. The agreed rates are subject to change according to guidelines by Soccermom SA.

**The ISP agrees to keep accurate records of all services provided by logging all trips and sitting session at the time that it occurs, according to the rules set out by Soccermom SA and agreed to by the ISP.**

The Client agrees to pay the ISP according to records kept by the ISP, as logged electronically, and according to the payment terms set out by Soccermom SA and agreed to by the Client.

The Client understands that, in the event of delayed payment to the ISP, the ISP may suspend the service until full payment has been received, and do not hold the ISP responsible in such events.

### **Scheduling and Logging**

**The Client acknowledge the terms pertaining to requesting services and agree to formally request all services via the scheduling function in his / her online profile. The Client further understands that the ISP may not provide any services unless a formal request has been scheduled in his/her online profile.**

The ISP agrees to log all services provided according to the Rules set out by Soccermom SA and to which the ISP agreed to.

Both parties understand that only logged services may be claimed for by the ISP and is due for payment by the Client.

Both parties acknowledge the terms pertaining to changes and cancellation of scheduled sessions as set out by Soccermom SA and agreed to by both parties.

**The total kilometres charged for will be as per the record of the ISP and not as per any other measurement by the Client. Any queries by the Client on the kilometres charged by the ISP should be directed to both the ISP and Soccermom SA in writing via email to [help@soccermom.co.za](mailto:help@soccermom.co.za) within 24hours of the logged time.**

### **Termination of Service**

The Client may terminate the contractual agreement with the ISP by providing 30 days' notice,

confirmed in writing via email to the ISP and Soccermom SA. Failure by the Client to supply sufficient notice of termination as per above, will result in the Client being liable to compensate the ISP for one month's fees, calculated at the same rate as the average monthly fees of the past 3 months.

The ISP may terminate the contractual agreement with the Client by providing 30 days' notice, confirmed in writing. Failure by the ISP to supply sufficient notice of termination as per above, will result in the ISP being liable to compensate the Client for inconvenience caused and financial loss, at a rate equal to the Monthly Subscription Fee charged by Soccermom SA at the time of termination.

In the event of any breach of this contract by either party, or the failure by either party to abide by the standard rules and terms of Soccermom SA, to which both parties agreed to, then either party hereto may terminate all services with immediate effect, confirmed in writing, without any obligation to the breaching party.

Any rights or obligations accrued hereunder as at the date of such termination, including all amounts due to the parties for services rendered, shall not be extinguished or altered by such termination.

### **Confidentiality**

Both parties agree to regard and preserve as confidential all information pertaining to the other party's business which he / she may obtain as a result of this agreement.