



FIXICO TERMS AND CONDITIONS

These terms and conditions govern the relationship between you, the Repairer, and Fixico.

Definitions

Bids:	Bids posted by the Repairer via the Fixico Platform in response to Jobs posted by Users;
Content:	All the data and information that appears on the Fixico Platform, including but not limited to, Users' personal information, motor vehicle details, Damage Reports, Bids, User reviews and communication between the User and Repairer;
Damage Report:	The report submitted by the User on the Fixico Platform relating to the Job including photographs or details of the damage or service, and information on the make, model and year of the User's vehicle to be repaired;
Fixico:	Fixico South Africa Pty Ltd (registration number: 2017/050526/07) a private company duly incorporated and registered in accordance with the laws applicable in the Republic of South Africa;
Fixico Platform:	The online platform developed by Fixico on the Fixico Website, and the Fixico application for iOS and Android, which connects Users and Repairers;
Job:	Any automotive repair or servicing work, required by a User which is posted on the Fixico Platform;
Parties:	Fixico and the Repairer and "Party" shall mean either of them as the context requires;
Repairer or You:	A motor vehicle repairer and/or service agent registered with Fixico in order to place Bids via the Fixico Platform in response to Jobs which have been posted by Users;
Repair Contract:	The agreement between the User and the Repairer introduced via the Fixico Platform governing the terms and conditions relating to the repair or service of the User's motor vehicle;
User:	A consumer, fleet owner, dealership and/or leasing company that posts Jobs on the Fixico Platform;
Website:	www.fixico.co.za

1. Acceptance and Amendment of Terms and Conditions

- 1.1. These terms and conditions are published on Fixico's Website.
- 1.2. If you do not agree to any of these terms and conditions, or if you are not eligible or authorized to enter into this agreement, then do not register for, download, access or use the Fixico Platform.
- 1.3. By accessing and using the Fixico Platform, or completing Fixico's registration process you acknowledge that you have read and understood these terms and conditions and agree to be bound thereby.
- 1.4. Fixico may amend these terms and conditions at any time and in its sole discretion. Amendments to these terms and conditions will become effective upon the amendments being posted to the Fixico Platform, and it is your responsibility to ensure that you are familiar with the amended terms and conditions. Continued access or use of the Fixico Platform following an amendment to the terms and conditions constitutes your acceptance of those amendments.
- 1.5. These terms and conditions may not otherwise be amended, as they apply to you, except by a written agreement executed by you and Fixico.
- 1.6. Each provision of these terms and conditions shall be interpreted in such a manner as to be effective and valid under South African law. If any provision of these terms and conditions is held by a court or other competent authority to be void or unenforceable in whole or in part, the other provisions of these terms and conditions and/or the remainder of the affected provision shall continue in force, and you and Fixico shall enter into negotiations to agree new provisions to replace them, as far as possible taking into account the purpose and intent of the original provisions.

2. Services

- 2.1. The Fixico Platform connects Users and Repairers.
- 2.2. Following your registration, Fixico will make certain services available to you via the Fixico Platform, including the ability to view or receive details of Jobs which have been posted by Users and to post Bids by quoting for such Jobs on the Fixico Platform.
- 2.3. The services offered by Fixico are of an intermediate nature and shall serve solely in guiding the bidding process via the Fixico Platform. In the event of your successful Bid for a Job, Fixico will connect you to the User and facilitate the conclusion of a Repair Contract between you and the User in respect of the Job.
- 2.4. As a result of its intermediary role between you and the User Fixico is never itself a contracting party to the Repair Contract. In no event shall Fixico be responsible for your or the User's legal obligations to each other. You hereby acknowledge that Fixico will not be a party to any dispute between you and the User and agree to indemnify Fixico from any and all claims, demands, damages and liabilities, of any type and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way connected with a User, Job and/or Repair Contract.

3. Bidding

- 3.1. All bids submitted by you on the Fixico Platform shall be deemed to be VAT inclusive.

- 3.2. You acknowledge and agree that you will be bidding against other Repairers for Jobs on the Fixico Platform and that the number of Bids which may be posted or transmitted to a User in relation to any particular Job may be limited in number, accepted on a first come first served basis, or on any other criteria which Fixico, in its sole discretion, may determine from time to time. Accordingly, Fixico does not provide any guarantee that registering as a Repairer on the Fixico Platform will result in your successful Bids or obtaining any Job.
- 3.3. Quotes provided by you on the Fixico Platform in the bidding process must be accurate based on the Damage Report submitted by a User on the Fixico Platform. Despite due care spent on the correct input of data provided by Users to Fixico, it cannot be held responsible and/or liable for any errors, omissions and/or inaccuracies provided by the User in a Damage Report.
- 3.4. Your Bid shall include a quotation of all aspects of the Job including the price, duration, labour, parts and method of repair or service.
- 3.5. You shall be required to honor the price and nature of services contained in your Bid when completing the Job.
- 3.6. In the event of any necessary changes to your initial quotation upon your inspection of the User's vehicle, such changes must be edited on the Fixico Platform and communicated and agreed upon by the User via the Fixico Platform prior to you commencing work on the Job.
- 3.7. All communication between you and the User regarding changes to the quotation and/or nature of service is required to take place via the Fixico Platform.

4. User Reviews

- 4.1. By registering as a Repairer on the Fixico Platform, you acknowledge and agree that Users who have used your services shall have the option to review and rate your services on the Fixico Platform.
- 4.2. Whilst Fixico moderates User reviews, it shall not be responsible for the content, accuracy and completeness of reviews and/or other content posted by Users, and Fixico shall have no responsibility or liability to you for any reviews posted by Users on the Fixico Platform.
- 4.3. Fixico may, at its sole discretion, suspend your registration or remove you from the Fixico Platform in the event of repeated negative User reviews and/or ratings of your service.

5. Registration Fee and Commission

- 5.1. You shall be required to pay a once off non-refundable registration fee in order to be registered as a Repairer on the Fixico Platform.
- 5.2. You will be required to pay Fixico a commission of 10% (ten percent) of the invoice value (exclusive of VAT) ("the Commission") for all Jobs completed by you which you obtained via the Fixico Platform.
- 5.3. By submitting a Bid for any particular Job on the Fixico Platform you are also entering into a legally binding agreement with Fixico under which you agree to pay the Commission to Fixico in the event that your Bid is selected via the Fixico Platform or you are otherwise engaged by the User to undertake the Job.

- 5.4. You shall pay the Commission to Fixico within 7 (seven) days of invoicing the User for the Job, in a manner to be specified by Fixico. The Commission shall be payable by you to Fixico regardless of whether a User has made payment of the respective invoice to you or not.
- 5.5. In the event that you default in the timely payment of the Commission to Fixico, any late payments shall accrue interest at a rate of the lesser of 2% (two percent) per month or the highest rate allowed by law to be calculated on the due amount from the time you are in default until payment has been made in full.

6. Protection of Personal Information

- 6.1. Fixico shall take all reasonable steps necessary to ensure that any personal information of Users of the Fixico Platform is protected and processed as required by the Protection of Personal Information Act, 4 of 2013 ("POPI Act").
- 6.2. You acknowledge that Fixico may provide you with Users' personal information for the purpose of concluding the Repair Contract and you agree that you will only use any information concerning Users and/or Jobs they have posted, which Fixico provides to you or which you obtain via the Fixico Platform, for the purpose of bidding and, if you are selected to undertake the Job, for the purposes of undertaking the Job. You agree that you will not use such information for any other purpose without first obtaining the User's prior written consent.
- 6.3. You hereby warrant that you will:
 - 6.3.1. use your best efforts to keep Users' personal information confidential and shall not disclose any personal information to any third party except as required by law;
 - 6.3.2. utilise all reasonable risk mitigation steps in accordance with best industry practice for the purpose of complying with your obligations in terms of this clause;
 - 6.3.3. at all times strictly comply with the POPI Act and other applicable laws relating to data protection in the Republic of South Africa, or other requirements enforced by any relevant industry or self-regulatory body within the Republic of South Africa.

7. Your Responsibilities

- 7.1. You agree to abide by these terms and conditions when using the Fixico Platform, and in your dealings with Users.
- 7.2. You shall be responsible for complying with all applicable laws, regulations and codes of conduct in your dealings with Users including but not limited to the South African Automotive Industry Code of Conduct and the Consumer Protection Act 68 of 2008.
- 7.3. You shall be solely responsible for the performance and quality of all work which you agree to undertake for any User.
- 7.4. You shall be solely responsible for checking and verifying the details of any Job which is posted on the Fixico Platform before you agree to undertake any work for a User, and for agreeing with the User the terms on which any work will be performed.

- 7.5. You are solely responsible for all acts or omissions that occur under your account, username or password, including Bids posted to or transmitted via the Fixico Platform.
- 7.6. You agree that you shall only use Fixico's services in connection with your own business, and shall not (without Fixico's prior written consent) use the services for the benefit of any other business providing automotive repair and/or maintenance services.
- 7.7. You shall be required to provide any information and/or documentation requested by Fixico which may be relevant to the calculation of any amounts due by you to Fixico in terms of these terms and conditions, including any documents necessary to comply with any part of the Financial Intelligence Centre Act 38 of 2001 (as amended).

8. Termination

- 8.1. Fixico reserves the right to suspend your access to the Fixico Platform or terminate your registration in the event that Fixico has reason to believe that you may have failed to comply with any applicable laws, regulations and/or codes of conduct, if you are in breach of any of these terms and conditions, have made improper use of the Fixico Platform or if, in the opinion of Fixico, there is compelling circumstances which must be considered gross negligence, abuse of the Fixico Platform, misstatement of repair costs and/or fraud or Fixico otherwise believes (in its reasonable discretion) that you have acted in a way which is or could be detrimental to Fixico or its reputation.
- 8.2. In no event shall Fixico be obliged to pay any damages to you that may result from the suspension or termination of your registration with Fixico.
- 8.3. You may cancel your registration with Fixico at any time by written notice in which event you shall immediately cease all use of the Fixico Platform and you acknowledge that your use of the Fixico Platform shall be immediately revoked.
- 8.4. The termination of your registration with Fixico will not affect those terms and conditions which expressly provide that they will operate after any such termination, or which of necessity must continue to have effect after such termination, notwithstanding the fact that the clauses themselves do not expressly provide for this.

9. Intellectual Property Rights

- 9.1. All right, title and interest in and to the Fixico Platform and Content including, but not limited to, trading names, copyright, worldwide rights, patent rights, trademark rights, know-how, design rights, images, logos, materials, graphics, data compilations, software, confidential information, database rights, domain names and patent rights are solely owned by Fixico and protected by South African and international copyright laws.
- 9.2. No right or license is hereby granted to you to use any trademark, mark, branding, design or any other intellectual property of Fixico whatsoever.
- 9.3. You hereby agree not to sell, license, distribute, copy, reproduce, publicly display, reverse engineer, edit, adapt, alter or create any derivative work of any part of the Fixico Platform and/or Content nor to use any of Fixico's intellectual property for commercial use in any way whatsoever, without Fixico's prior written approval.

10. Limitation of Liability

- 10.1. You hereby indemnify and hold Fixico harmless against any losses, expenses, costs or damages of whatsoever nature which may be incurred by you, howsoever arising, out of your use of the Fixico Platform or any fault or problem relating to or any content received via the Fixico Platform.
- 10.2. Fixico shall under no circumstances whatsoever be liable to you for any loss of profit, loss of opportunity, loss of earnings, loss of anticipated earnings or loss of data or for any indirect or consequential losses howsoever arising out of your use of the Fixico Platform.
- 10.3. By registering and using the Fixico Platform you agree that you shall be solely responsible for all your legal obligations to a User in terms of a Repair Contract. You hereby indemnify Fixico and hold it harmless against any and all actions, claims, demands, damages and/or liabilities, of any type and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way connected with any work which you perform for a User or other dealings between you a User.
- 10.4. Fixico makes no representation or warranties whatsoever that the Content and/or the technology available on the Fixico Platform is free of errors, omissions, and viruses of any nature or free of interruption and Fixico shall not be held liable for any malfunctions, viruses, damages and/or defects that are caused by interference with telecommunications providers, cyber-attacks or forms of cybercrime, errors and abuse by Users and/or other parties.

11. Domicilium Citandi Et Executandi

- 11.1. You elect as your *domicilium citandi et executandi* the physical address as stipulated in the registration documents completed by you on the Fixico Platform for all purposes relating to these terms and conditions, including service of all notices and/or legal processes.
- 11.2. Fixico elects as its *domicilium citandi et executandi* the physical address(s) as stipulated on the Fixico Platform.

12. Applicable Law and Jurisdiction

- 12.1. These terms and conditions shall be governed by and construed in accordance with the laws of the Republic of South Africa.
- 12.2. You hereby irrevocably and unconditionally consent to the non-exclusive jurisdiction of the High Court of South Africa, Gauteng Local Division in regard to all disputes, actions and other matters arising from or in connection with these terms and conditions.
- 12.3. Either Party shall be liable for all costs incurred by the other in the recovery of any amounts or the enforcement of any rights which it has hereunder, including collection fees and costs as between attorney and own client scale, whether incurred prior to or during the institution of legal proceedings or if judgement has been granted, in connection with the satisfaction or enforcement of such judgement.