

**M4JAM PROPRIETARY LIMITED
JOBBER TERMS AND CONDITIONS**

The words in these text boxes are to help you navigate the document. They are not the legal terms and are not binding on you or M4JAM!

1. Introduction

- 1.1 Welcome to the M4JAM software platform that enables the creation and management of mobile networks for micro-jobbers and users (referred to as “the Jobber Platform”). There may be other applications that develop overtime, including the use of the Jobber Platform in conjunction with an e-Wallet facility.
- 1.2 The Jobber Platform is owned and managed by M4JAM PROPRIETARY LIMITED, a South African registered company with registration number 2003/011766/07 with its registered address at 25 Commerce Crescent, Kramerville, Sandton Johannesburg South Africa (“M4JAM”).
- 1.3 M4JAM enables third parties (“Clients”) to make use of the Jobber Platform to create and manage micro-jobs or micro-transactions (“Job Assignments”) that are then made available for acceptance by you as a Jobber.
- 1.4 As a Jobber you will have access to Job Assignments, which you may accept and complete in accordance with terms and conditions attached to the particular Job Assignment. Each Job Assignment constitutes a separate piece of work completed on a work for hire basis.
- 1.5 For your legal protection and ours, we require that you agree to these terms and conditions in order to access the Jobber Platform. The terms and conditions may change overtime as the legal and commercial environment develops. Whenever you access the Jobber Platform you will be deemed to have consented to the then current terms and conditions of use and you will be bound by the terms and conditions in force as at the time of access. Please make sure that you remain up to date on the terms and conditions as available <https://www.m4jam.com/jobberTCs>
- 1.6 By accessing the Jobber Platform, you agree to the terms and conditions set out herein, from time to time. These terms and conditions regulate your relationship with M4JAM and the Client/s, as the case may be.
- 1.7 You can find the glossary of terms and definitions in the table at the end of this document.

These terms and conditions are important! All relationships need to have rules. The better we both understand the rules the easier it is to get along. M4JAM has developed a Platform for use by you and other users. It facilitates “gig-work”. M4JAM is not an employer but a marketplace for you to find gig-work (short-term tasks for payment), mostly performed for other people using the Platform.

2 Nature of the Relationship

2.1 At all times, You, M4JAM and the Client are independent contracting parties. Nothing in these terms and conditions and/or any Job Assignment or other agreement concluded on the Jobber Platform, is intended or should be construed as creating a contract of employment, a partnership, or a joint venture, either between you and M4JAM on the one hand, and/ or between you and the Client on the other hand.

Firstly, this is not employment. At all times you are an independent contractor performing gig-work for a fee. M4JAM is a Platform that helps you find Jobs to do. A bit like a notice board.

2.2 The consequence of you being an independent contractor and not an employee, is that you are liable for your own tax administration and filings, your own insurances, pension and medical aid. Neither M4JAM nor the Client shall be liable for any tax or employee related contributions and deductions, including, but not limited to PAYE, UIF or disability insurance contributions, or workers' compensation insurance and the like. Should SARS require by law that M4JAM or the Client withhold any amounts payable to you in respect of taxes, this shall not change the nature of the legal relationship between yourself and M4JAM and/or the Client/s.

2.3 As an independent contractor, you are free to work your own hours, have no minimum performance criteria (save for those prescribed in a Job Assignment), can run your own business and/ or be employed and/ or carry out work for others persons in your sole discretion. All remuneration is paid as a Job Fee payable upon accepted performance under a Job Assignment.

2.4 In all of your dealings with third parties you shall introduce yourself as an independent contractor and shall not present yourself as either an employee, representative or agent of M4JAM or the relevant Client.

3 General terms of Access and Use of the Platform as a Jobber

3.1 In using the Jobber Platform, you warrant and represent in favour of M4JAM and the Client that you are 18 years old or older, or are duly assisted by your legal guardian who consents thereto. You will be required to declare your age in your application for registration.

In summary: You must be of legal age to use the Platform (or assisted by your legal guardian); You can only have one account and you must manage it carefully. You are 100% responsible for everything that happens on your account. IF you don't, we may have to close or suspend your account.

3.2 You may only have one Jobber account, irrespective of the number of devices you are using.

3.3 You are responsible for any activity that occurs through your account and you warrant that all information that you provide to M4JAM upon registration and at all other times, will be

true, accurate, current and complete and done so in good faith. You further agree to update your information as necessary to maintain its truth and accuracy.

- 3.4 You may not allow any other person to access your Jobber account and you will not solicit or use the login credentials of another Jobber at any time.
- 3.5 You may not use the Jobber Platform for any illegal or unauthorized purpose. You agree to comply with all legislation, rules, notices, policies, directives, industry codes, and regulations applicable to your access and use of the Jobber Platform and your execution of the Job Assignment.
- 3.6 You may not post violent, nude, racial, discriminatory, unlawful, infringing, hateful, pornographic, sexually offensive or suggestive material, or any other offending information or content on the Jobber Platform, or create or direct any unwanted messages, comments, or other commercial or harassing communications to third parties, including Clients and other Jobbers.
- 3.7 You are responsible for protecting your login and account details, including your password, bank account details, and any other Personal Information.
- 3.8 You may not access the Jobber Platform by any other means than those officially permitted by M4JAM. You shall not hack or attempt to hack or assist any other person to hack into the Jobber Platform, or otherwise gain unlawful access to the Jobber Platform and its Data.
- 3.9 You may not interfere or disrupt the Jobber Platform, or any third party services or networks linked thereto, including by transmitting any malware, spyware, viruses, worms or introducing destructive or malicious code or by creating accounts on the Jobber Platform through unauthorized means, including, but not limited to, by automated device, script, bot, spider, crawler or scraper.
- 3.10 Any breach of the aforementioned may result in M4JAM in its sole discretion, terminating your access to the Jobber Platform and/or terminating any transaction or agreement concluded with you on the Jobber Platform with immediate effect. Furthermore, M4JAM shall be entitled to recover from you any damages that it may be entitled to in law.

4 General Terms and Conditions of Use of the Jobber Platform

- 4.1 M4JAM hereby reserves the right to refuse you access to or use of the Jobber Platform for reasons which M4JAM considers it necessary.
- 4.2 You agree that you are responsible for all charges and costs that you incur in accessing the Jobber Platform and or performing a Job Assignment accepted on the Jobber Platform, including but not limited to, data charges, the costs incurred by you in executing a Job Assignment and the transaction fees charged by your bank in respect of any cash withdrawal by you.

M4JAM makes the Platform available to you for free and so you use it at your own risk and with no guarantees from M4JAM, except that we will always act lawfully. We expect you to do the same.

4.3 You acknowledge that the Jobber Platform, is provided on an “as is”, “as available” and “with all faults” basis and is made available on a good faith basis. Accordingly, to the fullest extent permitted by law, neither M4JAM, nor any Client, nor its shareholders or affiliates, nor any of their employees, managers, officers or agents (collectively the “M4JAM Parties”) make any representations or warranties or endorsements of any kind whatsoever, express or implied, as to:

- 4.3.1 the availability or reliability of the Jobber Platform;
- 4.3.2 the accuracy of any content on the Jobber Platform;
- 4.3.3 the availability or quality of the Jobs posted on the Jobber Platform;
- 4.3.4 the security associated with the transmission of information and Job Data by you to M4JAM, or by M4JAM to you via the Platform, or
- 4.3.5 that the Platform is free from any harmful components, including (without limitation) viruses.

4.4 You hereby acknowledge and agree that your use of the Jobber Platform is at your own risk. You also acknowledge and agreed that M4JAM is not responsible for any Job Assignment posted by a Client on the Jobber Platform and that M4JAM does not vet, pre-qualify nor endorse any Job Assignments so posted. You hereby indemnify and hold M4JAM harmless in respect of any claim arising whatsoever from a Job Assignment.

5 Terms and conditions relating to the offer and acceptance of a Job Assignment

5.1 By registering to become a Jobber and accepting a Job Assignment, you agree to use your best efforts to perform the Job Assignment in accordance with the terms and conditions there of (as set out in the Job Specifications). Failure to materially comply with the Job Specifications may result in your performance of a Job Assignment being rejected.

5.2 By accepting a Job Assignment, you agree to provide the Job Data for the Job Fee, or, if the Job Data requires you to purchase specified goods, you agree to purchase such goods and provide the relevant Job Data, in exchange for a Product Discount in respect of the goods so purchased, as specified in the Job Assignment.

5.3 You should not accept a Job Assignment unless you are sure that you understand what you are required to deliver, and that you are able to do this at the quality prescribed in the Job Specification, and where you are expected to purchase goods, on such terms and conditions as may be indicated by the Client. You are, as a minimum, required to have a connected device which is capable of (a) interacting with the Jobber Platform; and (b) delivering the Job Data in accordance with the Job Specifications and the quality specified therein.

5.4 In certain circumstances the nature of the Job Assignment may require that more than one Jobber can accept the Job Assignment but that the completion thereof may be limited as to the number of successful completions that may be allowed and paid for. Accordingly,

Each Job Assignment is a separate piece of work. In order to qualify for a Job Assignment, you need to accept the terms and conditions related thereto. You may also be competing with other Jobbers to complete a Job Assignment. M4JAM is not responsible for the Job Assignments.

M4JAM, in its sole discretion, may allow more than one Jobber to accept a Job Assignment. In such circumstances, you accept that, the Jobber/s who first provide/s the required Job Data will be entitled to the Job Fee/s. Furthermore, for a Product Discount, the Job Assignment may only be available for a maximum number of Jobbers, in which case, the first Jobbers who accept and act upon the Jobber Assignment, up to the maximum amount will be entitled to the Product Discount.

- 5.5 M4JAM may withdraw a Job Assignment, even if accepted by you, at any time prior to you providing the Job Data for whatever reason and without direct notification to you. You are expected to check on the status of any outstanding Job Assignments prior to attempting completion in order to avoid disappointment.
- 5.6 As a Jobber you understand and accept that a Job Assignment constitutes a separate agreement for a piece of work for hire and once all duties and obligations in terms of that Job Assignment have been fulfilled, the agreement terminates.
- 5.7 When you submit the Job Data in response to a Job Assignment this is an offer to fulfil the Job Assignment that M4JAM and/or the Client may then in turn either accept or reject at its sole discretion.
- 5.8 You are solely responsible for your conduct under this Agreement and in respect of each Job Assignment and the quality, accuracy and truthfulness of all Job Data and any other material that you submit on the Platform or otherwise under this Agreement.
- 5.9 As a Jobber, you will conduct yourself in a diligent, respectful and professional manner at all times and shall not act in a manner which can be ascribed to and jeopardises the reputation of M4JAM, any Client or the Jobber Platform.

6 Job Data

- 6.1 Most often one of the primary components of a Job Assignment is the collection and delivery of Job Data. Accordingly, the terms and conditions related to Job Data are very important. You hereby warrant that all Personal Information and Job Data entered by you onto the Jobber Platform is both true, accurate and complete.

Most Jobs involve the collection and submission of data on the Platform. You are paid to do this and so the data you submit will belong to M4JAM and/or the customer who is paying you for the Job.

- 6.2 You hereby irrevocably agree that Job Data submitted on the Jobber Platform in response to a Job Assignment, being “work for hire” belongs to M4JAM or the Client (as agreed between the two of them) and that you hereby ceded and assign (to the extent necessary in law) all rights in and to the Job Data to M4JAM (or the Client, with M4JAM acting on the Client’s behalf) for no other consideration than the Job Fee and hereby waive any right in and to the Job Data, including all intellectual property rights, title and interest subsisting in or arising in connection with that Job Data.

- 6.3 Furthermore, you agree that if any Intellectual Property Rights, including moral rights, cannot (as a matter of law) be assigned by you to us, and in turn to the Client, as contemplated in 6.2 above, then you grant M4JAM and the Client an exclusive, perpetual, irrevocable, worldwide, fully-paid license, with the right to sublicense through multiple levels of sub-licensees, under any and all such rights to reproduce, create derivative works of, distribute, publicly perform, publicly display, digitally transmit and otherwise use each set of Job Data in any medium or format, whether now known or hereafter discovered.
- 6.4 At M4JAM's request, you will cooperate and assist M4JAM both during and after the term of the Agreement, in perfecting, maintaining, protecting and enforcing M4JAM or a Customer's rights in and to the Job Data; and execute and deliver to M4JAM any document deemed necessary and/ or appropriate by M4JAM in its discretion to perfect, maintain, protect or enforce M4JAM and/ or a Customer's rights regarding to the Job Data and/ or otherwise carry out the purposes of the Agreement.
- 6.5 You hereby irrevocably designate and appoint M4JAM and its duly authorized officers and/ or any of its employees and agents as your agent. By doing so you hereby authorise them to act for and on your behalf and to execute, deliver and file any and all documents with the same legal force and effect as if executed by you, if M4JAM and/ or a Customer is unable for any reason to secure your signature on any document needed in connection with the actions described in this clause6.

7 Application of Protection of Personal Information Act (4 of 2013) ("POPIA")

- 7.1 POPIA applies to you and the Jobber Platform. It is legislation that protects individual's personal information from abuse and prescribes the manner in which personal information may be collected, managed, processed, stored and used.
- 7.2 Your privacy is very important to M4JAM and M4JAM will ensure that any information, including Personal Information, provided by, or collected from you, is stored in a secure manner.

Any personal data, which includes your data and that of third parties, is protected by the POPI. M4JAM must respect and protect people's personal data and you too must, in accordance with the laws of South Africa. We can only use data for the purpose for which it is shared.

- 7.3 You hereby consent that M4JAM is entitled to make your Personal Information available to those Clients for whom you undertake Job Assignments from time to time, and that M4JAM and/or such Clients may also use your Personal Information for so long as you are registered as a Jobber on the Jobber Platform to:
- 7.3.1 contact you directly (including in relation to the Job Assignment and any Job Data);
- 7.3.2 send Direct Marketing to you (as defined in section 1(a) of POPIA); and/or
- 7.3.3 send Rewards to you.

- 7.4 You agree that M4JAM and/or a Client will be entitled to approach you on at least one occasion for the purposes set out in the clause above (the “First Contact”). However, you may unsubscribe from receiving such communications, Direct Marketing and/or Rewards from M4JAM and/or the Clients after the First Contact, by either:
- 7.4.1 unsubscribing on the facilities provided by the Customer, and/or
 - 7.4.2 texting “unsubscribe” from your mobile device which is registered with us, to such number as M4JAM may notify you of from time to time.
- 7.5 You hereby acknowledge that any Personal Information supplied to us by you under the Agreement is provided voluntarily.
- 7.6 By submitting any information to M4JAM in any form you further acknowledge that such conduct constitutes an unconditional, specific and voluntary consent to the processing of such information by us or our processors under any applicable law in the manner contemplated above, which consent shall, in the absence of any written objection received from you, be indefinite and/or for the period otherwise required in terms of any applicable law. Such Personal Information may form a permanent part of a completed Job Assignment and/or a product belonging either to M4JAM or the relevant Client/s.
- 7.7 You hereby acknowledge that M4JAM may from time to time transfer and store information, including your personal information, on servers and platforms outside of South Africa and you hereby consent thereto.
- 7.8 In addition, and in relation to third parties, some Job Assignments that you may undertake may require that you gather the personal information of members of the public, which Personal Information shall then be used for the purposes for which their consent is given. A Jobber must respect the rights of members of the public under POPIA and follow the Job Specification to the letter especially as they relate to obtaining the informed consent of the member of the public. Any failure to comply with the requirement of the POPIA may result in your forfeiting the Job Fee. Furthermore, you hereby indemnify and hold M4JAM and any affected Client harmless against any claims by members of the public arising from your breach of the provision of POPIA and/or any Job Assignment.
- 7.9 Should you believe that M4JAM has utilised your Personal Information contrary to applicable law, you shall first resolve any concerns with M4JAM in accordance with the dispute procedure below. If you are not satisfied with such process, you have the right to lodge a complaint with the relevant regulator or ombudsman.

8 Payment of Job Fee

8.1 M4JAM shall transfer the Job Fee, or an amount equivalent to the Product Discount (as specified in the Job Specifications for each Job Assignment submitted by you and accepted by M4JAM within fifteen (15) calendar days of the Client's acceptance of performance under a Job Assignment (including acceptance of the Job Data submitted in accordance therewith) .

Each Job Assignment will have a Job Fee and/or Product Discounts related thereto. If you complete the Job as instructed you will qualify for these benefits. These are paid through a M4JAM Wallet, which has its own terms and conditions.

8.2 M4JAM will transfer all Job Fees, or Product Discount amounts, due to you, the Jobber, into the Jobber's M4JAM wallet on the Platform. The Jobber hereby acknowledges that the M4JAM Wallet is subject to its own additional terms and conditions ([m4jam/walletTCs](#)) and that those terms and conditions must be read with these terms and conditions.

8.3 The Jobber hereby acknowledges and agrees that the positive balance in the Jobber's M4JAM wallet does not accrue interest, as M4JAM is not a bank. Furthermore, M4JAM does not provide credit and so all transactions require an adequate positive balance to be successful.

8.4 You are entitled to accumulate Job Fees, or Product Discounts, and withdraw money from your M4JAM wallet from time to time, provided that the following fees and limits shall apply:

Transaction Type	Fee	Max. Withdrawal	Min. Withdrawal
Cash out using EFT	R5.00	R1,005.00	R25.00
Cash out at select retail outlets	R7.50	R1,007.50	R25.00
Purchases at selected outlets	R0.00 (Nil)	R3,000.00	R25.00
Cash out by purchasing airtime or data	R0.00 (Nil)	As dictated by the relevant Network Operator from time to time	As dictated by the relevant Network Operator from time to time

8.4.1 A Jobber may undertake an unlimited number of transactions in any day, provided each falls within the prescribed maximum and minimum per transaction; and provided that

8.4.2 The maximum aggregate amount of cash that may be withdrawn by electronic funds transfer (EFT) from the M4JAM wallet, in any calendar month may not exceed R24,999.00 (twenty four thousand nine hundred and ninety nine rand), which cap M4JAM may enforce through the operation of the wallet.; and

8.4.3 All transactions are subject to the provisions of clause 8.5 below.

- 8.5 M4JAM shall not be liable for any transaction on the Jobber's M4JAM wallet where the Jobber enters incorrect information, including (as an example only) an incorrect cell phone number. In addition, M4JAM is not liable to you for any errors made by third parties, including but not limited to the selected retailers and the financial intermediaries in the payment system. You hereby indemnify M4JAM in respect of any transaction errors on your account which are not directly caused by M4JAM. Where reasonably possible, M4JAM will provide information in its possession which may aid you in resolving a dispute with a third party regarding erroneous payments or cash outs.
- 8.6 M4JAM will not transfer the Job Fee, or an amount equivalent to the Product Discount, for a Job if you are in breach of any of your obligations under this Agreement and/or should the Client reject the Job Data because the data doesn't meet the Job Specifications or quality requirements as set out in the Job Specification.
- 8.7 You acknowledge that in the event of a breach of your obligations as contemplated in clause 8.5 above, you will not have any claim against M4JAM and/or the Client for the Job Fee, or Product Discount.
- 8.8 All Job Fees and Product Discounts are quoted in and will be transferred in Rand (South African Rands).
- 8.9 Invoices for the services rendered by you in respect of any Job Assignment will be created by the Jobber Platform on your behalf and submitted to M4JAM for settlement in accordance with the provisions of the Job Assignment or the Jobber Platform standard terms and conditions.
- 8.10 As an independent contractor, you are responsible for paying all applicable taxes and for all expenses incurred by you in connection with the Job Assignments and/ or otherwise performing your obligations under the Agreement.
- 8.11 It is strongly recommended that you obtain independent professional advice regarding the tax consequences arising from the receipt of any Job Fees or Product Discounts. M4JAM will not be liable in any manner for unpaid tax arising for any job completed on the Jobber Platform at any time and you hereby indemnify M4JAM in respect thereof.
- 8.12 M4JAM may be obligated by law to obtain tax information from you. If we request tax information from you and you do not provide it, we may (in addition to any other rights or remedies available to us) withhold your Job Fees, and/ or Product Discounts, until you provide such information as per this clause and/ or otherwise satisfy M4JAM that you are not a person from whom we are required to obtain tax information (including but not limited to you providing M4JAM with a Tax Directive from the tax authority).

9 Complaints and dispute resolution

- 9.1 If any dispute, controversy or claim arises between yourself and M4JAM or a Client, out of, or in relation to this Agreement or any Job Assignment, including any dispute concerning the formation, construction, interpretation, or breach of this Agreement or any Job Assignment or a party's performance of its obligations thereunder ("Dispute"), the parties shall attempt in the first instance to resolve the Dispute through mutual good faith consultation.
- 9.2 To give effect to the clause above, the Jobber must first lodge a complaint or query through the Jobber Platform at M4Jam's support desk support@m4jam.com or via live chat within the app. M4JAM shall have thirty (30) days within which to resolve the Dispute with the Jobber and/or the Client.
- 9.3 If the Dispute is not resolved in this manner within thirty (30) days of a party's notice of a Dispute, then either party may serve a notice on the other party requiring the Dispute to be submitted to mediation and arbitration as provided for in this clause.
- 9.4 The Dispute resolution process shall be a mediation and arbitration process and shall take place in accordance with the AFSA Arbitration Rules in force at the time of the Dispute. The appointing authority in terms of the AFSA Arbitration Rules shall be the Association of Arbitrators (South Africa). Unless agreed otherwise the mediation and the arbitration shall be administered by M4JAM. The number of mediators shall be 1 (one) and the number of arbitrators shall be 1 (one). The place of the mediation and the arbitration shall be in Sandton - Johannesburg, South Africa.
- 9.5 The Parties shall undertake mediation for a period of a maximum of 10 days and failing resolution shall immediately commence with final arbitration proceedings. The mediator and arbitrator shall be separate persons (unless otherwise agreed by the parties). M4JAM shall pay for the Dispute resolution procedure up until the end of the mediation process, thereafter the cost of the Arbitration may be included in the award of the Arbitrator and shall form a part of the Arbitration Award.
- 9.6 The arbitrator shall conduct the arbitration expeditiously. The arbitration award shall be final and binding on the parties and may be made an order of a court by either party.
- 9.7 This dispute and arbitration agreement will survive the termination of any or all of your transactions and relationship with M4JAM and/or a Client.

It is unfortunate from time to time that disputes can arise between us. We hope that these can be resolved by dialogue between us. But if not, then we will use the AFSA arbitration process to reach a lawful and binding decision.

10 Termination of use

- 10.1 M4JAM may terminate the operation of the Jobber Platform on written notice. In such circumstances, M4JAM's sole liability to you will be to make payment of any earned but unpaid Job Fees.
- 10.2 You may terminate your registration as a Jobber at any time without cause or notice, by merely deregistering. Upon deregistration you will no longer be able to access the Jobber Platform. All information supplied by you onto the Jobber Platform before the date of deregistration shall continue to be used by M4JAM and the relevant Client/s for the purposes for which you granted the original consent.
- 10.3 Should the Jobber Platform be withdrawn and/or you cease accessing the Jobber Platform, this will not affect either party's rights and obligations under this agreement which existed prior to the expiration or termination.

M4JAM does not charge you to use the Platform. Accordingly, if M4JAM needs to close or suspend the availability of the Platform, it needs to be able to do so and has the legal right to do so!

11 Value-added services

- 11.1 From time to time you may be offered value-added services on the Jobber Platform or in your capacity as a registered Jobber. The terms and conditions regulating the supply and delivery of such value-added services shall be prescribed as at the date of the offer, which terms shall be binding on you if you should accept the offer.
- 11.2 Such value-added services may include services or products (such as financial products, electronic devices, vouchers and payment services and the like). Given the varied nature of such value-added services, the offer and acceptance of any value-added services shall not be construed as changing the nature of the relationship between yourself and M4JAM and/or a Client. All offers are made on an arms-length basis and notwithstanding the nature of the value-added service or product, shall not be construed as creating a contract of employment, partnership or joint venture relationship.

M4JAM's responsibility is to run the Platform legally. M4JAM cannot be liable for value added services that third parties may make available on the Platform. If there is a dispute, you must take it up with the relevant third party.

12 Compliance with Law

12.1 You hereby agree to comply with all applicable laws governing your conduct under this Agreement and any Job Assignment, including but not limited to:

All businesses must comply with applicable laws. Here is a list of those laws which M4JAM considers most relevant to the relationship with you.

12.1.1 Laws related to independent contractors, including laws requiring the payment of taxes;

12.1.2 Laws related to data privacy, including the Protection of Personal information Act (4 of 2013); and

12.1.3 Laws related to health and safety.

12.2 Should you, notwithstanding your status as an independent contractor, for any reason be considered to be an employee of M4JAM (Pty) Ltd by the South African Revenue Service for purposes of the Fourth Schedule to the Income Tax Act 58 of 1962, you agree and undertake to reimburse us for any interest and penalties imposed on us by the South African Revenue Service for not withholding employees' tax from payments made to you.

13 Confidentiality

13.1 During the term of the Agreement and at all times thereafter, you will:

M4JAM and yourself may from time to time have access to information that is confidential and must be treated that way. IF in doubt consider all information related to Job Assignments as confidential.

13.1.1 hold all Confidential Information in strict confidence; and

13.1.2 refrain from using or permitting others to use Confidential Information in any manner or for any purpose not expressly permitted or required by the Agreement, and

13.1.3 refrain from disclosing or permitting others to disclose any Confidential Information to any third party without obtaining M4JAM's express prior written consent and then only on a case-by-case and need-to-know basis.

13.2 You will protect the Confidential Information from unauthorised use, access, and/ or disclosure in the same manner as you protect your own confidential or proprietary information of a similar nature, and with no less than reasonable care

13.3 You will not attempt to reverse engineer, and/ or change, modify, adapt or alter the Platform, any software, or any applications or items provided by M4JAM, including (without limitation) those that use, embody, or contain Confidential Information.

13.4 Upon M4JAM's request and upon any termination or expiration of this Agreement or any Job Assignment, you will promptly:

- 13.4.1 return to M4JAM or, if so directed by M4JAM destroy, all tangible embodiments of the Confidential Information (in every form and medium);
- 13.4.2 permanently erase all electronic files containing or summarizing any Confidential Information; and
- 13.4.3 certify to M4JAM in writing that you have fully complied with the aforementioned obligations.

14 Representations and warranties

In addition to other warranties provided in this Agreement, you further represent and warrant in favour of M4JAM and/or the relevant Client, that:

These terms are legal provisions that protect M4JAM from any unlawful activity conducted by you. Please read them carefully.

- 14.1 You are not subject to any contractual or other duty or restriction that would be breached by you entering into or performing your obligations under the Agreement, and/ or that is otherwise inconsistent with this Agreement (including but not limited to a contract of employment with a third party);
- 14.2 You have full right, power, and authority to enter into and perform in terms of this Agreement, and each Job Assignment undertaken from time to time, without the consent of any third party (including any of your current or former employers);
- 14.3 You will not, in the course of performing any Job Assignment, infringe or misappropriate, the Job Data nor any element thereof and will not infringe or misappropriate, any Intellectual Property Right of any third party;
- 14.4 All Job Data and all elements thereof submitted by you under any Job Assignment are your original works and you have all rights necessary to grant the rights set forth in this Agreement or relevant Job Assignment;
- 14.5 Neither the Job Data nor any element thereof will be subject to any restriction, lien, claim, pledge, security interest, or encumbrance when delivered by you to M4JAM and/or the Client;
- 14.6 You will not grant, directly or indirectly, any right or interest in the Job Data or any part thereof to any other person;
- 14.7 You will at all times comply with the provisions of POPIA and the Job Specifications when performing any Job Assignment; and
- 14.8 The Job Data and any other performance required will fully conform to the Job Specification, is true, accurate and complete and meets any other requirements and terms contained required therein, and will be of a professional and workmanlike quality.
- 14.9 You hereby indemnify and hold harmless M4JAM and the Clients, their affiliates, employees, and agents from and against any and all liabilities, losses, damages, costs,

claims and other expenses (including attorneys' costs and fees) arising from or in connection with any breach by you of any provision, representation, warranty or obligation in this Agreement, or in respect of any Job Assignment, including (without limitation) your infringement of any right of any third party (including (without limitation) infringement of Intellectual Property Rights, confidentiality, privacy, or damage to property). M4JAM reserves the right to assume the exclusive defence and control of any matter under this clause 14, and you will not settle any claim without the prior written consent of M4JAM.

15 Limitation of Liability

15.1 M4JAMs' total liability to the Jobber shall be limited in respect of each Job Assignment, to 100% of the Job Fee, and/ or Product Discount, paid to the Jobber.

15.2 In no event will M4JAM be liable to you in contract and/ or delict (including negligence), or breach of statutory duty, or otherwise, for any indirect, exemplary, special, punitive, incidental or consequential losses or damages of any kind whatsoever and howsoever caused, even if foreseeable or if M4JAM has been advised of the possibility of such damages;

15.3 M4JAM is not liable to you in respect of any claim or alleged claim by a third party that you have infringed the third party's Intellectual Property Rights, privacy or personal information rights, in the performance of your obligations under the Agreement, or where M4JAM has reason to believe that you have infringed M4JAM's or a third party's Intellectual Property Rights, or privacy or personal information rights.

Although M4JAM will act lawfully at all times and try and ensure that no person is harmed, M4JAM cannot be liable for everything that happens. These provisions limit M4JAM's liability in certain cases. Please read these carefully!

16 Breach

16.1 Save as otherwise provided in the Agreement, should any Party ("the defaulting Party") commit a breach of any of the provisions of the Agreement, then the other Party ("the aggrieved Party") shall be obliged to give the defaulting party 7 (seven) days written notice to remedy the breach. If the defaulting Party fails to comply with such notice, the aggrieved Party shall be entitled to cancel the Agreement.

If either M4JAM or you are in breach of the terms of this agreement, there is a procedure for dealing with that situation. Please read carefully.

16.2 The provisions of this clause are without prejudice to such other rights as the aggrieved Party may have at law, subject always to any contrary provisions of the Agreement.

16.3 You acknowledge that any breach of the Agreement by you would cause irreparable injury to M4JAM for which monetary damages would not be an adequate remedy and, therefore, M4JAM will be entitled to interim relief (including specific performance). The rights and remedies provided to each party in the Agreement are cumulative and in addition to any other rights and remedies available to such party at law.

17 Governing Law

The Agreement shall be governed in all respects by the laws of the Republic of South Africa.

18 Domicilium and Notices

- 18.1 M4JAM may give any notice required by the Agreement by means of a general notice on the Platform, electronic mail to your email address on record with M4JAM, or electronically via your cell phone number on record with M4JAM. Such notice shall be deemed to have been given once the notice was posted, or the email or text message sent.
- 18.2 You may give written notice to M4JAM, addressed to the attention of M4JAM. Such notice shall be deemed given when received by M4JAM by email at the following address: legal@m4jam.com

All of the clauses following (clause 17 to the end) are often referred to as “boiler plate” clauses that apply to most types of contract. Please review them as they may be important.

19 General provisions

- 19.1 This Agreement and your rights and obligations under the Agreement may not be assigned, delegated, or otherwise transferred, in whole or in part by you without M4JAM’s express prior written consent, which may be withheld at M4JAM’s sole discretion. Any attempted assignment, delegation, or transfer in breach of the foregoing will be null and void.
- 19.2 M4JAM may assign, delegate, or transfer this Agreement, in whole or in part, or any of its rights under the Agreement to any third party without your prior written consent.
- 19.3 M4JAM’s failure to insist upon or enforce strict performance of any provision of the terms and conditions agreed upon will not be construed as a waiver of any provision or right. No waiver of any of these terms and conditions will be deemed a further or continuing waiver of such term or condition or any other term or condition. In any event, any waiver has to be reduced to writing and signed by both parties.
- 19.4 The Agreement is the final, complete, and exclusive agreement of the parties with respect to the subject matter hereof and supersedes and substitutes all prior or contemporaneous communications and understandings between the parties.
- 19.5 In the event that you provide M4JAM with any feedback regarding the Platform, including without limitation, any flaws, errors, bugs, anomalies, problems with and/or suggestions, you hereby agree that M4JAM may use such feedback for its own internal purposes in any way it may deem fit.
- 19.6 M4JAM reserves the right at any time to modify or discontinue, temporarily or permanently, the Platform and/or the Service (or any part thereof) with or without notice. You agree that M4JAM shall not be liable to you or to any third party for any modification, suspension or discontinuance of the Platform and/or Service.

GLOSSARY OF TERMS

Unless otherwise defined, each of the following terms and phrases shall bear the meaning ascribed thereto in the remainder of the Agreement:

“Agreement”	means this Agreement including this glossary of terms;
“Client”	means a company and/ or person that has engaged with M4JAM and has requested that a Job Assignment be posted on the Jobber Platform to be fulfilled by one or more Jobber;
“Confidential Information”	means any and all information or data of any nature and in any format or medium, which by its nature or content is or reasonably ought to be identifiable as confidential and/or proprietary to the disclosing party, or which is provided or disclosed in confidence, or which may come to your knowledge by whatever means, related to (without limitation) M4JAM’s or any Client’s business (including trade secrets, technical information, business forecasts and strategies, marketing plans, customer and supplier lists, personnel information, financial data, and proprietary information of third parties);
“Independent Contractor”	means a natural person that will provide a service on a “work for hire” basis, to M4JAM and/or a Client in terms of a Job Assignment posted on the Jobber Platform, concluded in accordance with the terms and conditions contained herein;
“Job Assignment”	means a piece of work, to be completed on a “work for hire” basis that is capable of being completed by a Jobber by using any connected device which (a) interacts with the Jobber Platform and (b) delivers the Job Data, or other service, in accordance with the Job Specifications.
“Job Data”	means the information and data specified in a Job Specification for delivery by a Jobber in terms of a Job Assignment and may include (without limitation) text data, files, graphics, images, photos, voice recordings, location information, works of authorship, Personal Information, and other content and material;
“Job Fee”	means the remuneration payable to a Jobber once a Job Assignment has been properly fulfilled by the Jobber and accepted by either M4JAM or the Client as the case may;
“Job Specification”	means the description of a particular Job Assignment, including the criteria for the completion thereof by the Jobber, which are required for the Job to be submitted on the Platform;

“Jobber”	means an independent contractor that has registered as a Jobber on the Jobber Platform and is thereby enabled to access Job Assignments and related facilities;
“Jobber Platform”	means the micro jobbing solution owned and controlled by M4JAM, the software which forms part thereof, and any other component thereof;
“Personal Information”	means personal information as defined in the Protection of Personal Information Act (4 of 2013) and relates to the Jobber or any third party;