



TERMS & CONDITIONS

Effective Date: 29 July 2025

Welcome to My Home PA, a technology Platform designed to connect families with independent third-party au pairs, babysitters, and pet sitters ("Third Party Service Providers").

This Agreement governs the access or use by you, an individual, of applications, websites, content, products, and services made available by My Home PA (Pty) Ltd., a private company established in the Republic of South Africa ("My Home PA").

Please read these terms and conditions carefully before using the Platform. Your access and use of the Platform constitutes your agreement to be bound by this Agreement, which establishes a contractual relationship between you and My Home PA. If you do not agree to these terms per the Agreement, you may not access or use the Platform.

1. Definitions

1.1 "Platform" refers to the My Home PA website and mobile application, accessible at www.myhomepa.co.za and its associated services.

1.2 "User" refers to any individual or entity that registers an account on the Platform, whether seeking services (e.g., families) or providing services (e.g., au pairs, babysitters, pet sitters).

1.3 "Third Party Service Providers" refers to individuals offering services through the Platform, such as au pairs, babysitters, and pet sitters.

2. Acceptance of Terms

By accessing or using the Platform, you agree to comply with and be bound by this Agreement, as well as our Privacy Policy and any other policies posted on the Platform. If you do not agree with these terms, you may not access or use the Platform.

3. Eligibility

To register and use the Platform, you must be at least 18 years of age and have legal capacity to enter into binding agreements.

4. Platform Usage

4.1 Registration and Account

To use the Platform, Users must create an account by providing accurate and complete information. Users are responsible for maintaining the confidentiality of their account credentials and are liable for any activity that occurs under their account. Users may not assign or otherwise transfer their account to any other person or entity. Users are only permitted to create a single account. The creation of multiple accounts by Users will not be permitted. Third Party Service Providers may be asked to provide proof of identity to access or use the Platform.

4.2 Purpose

The Platform serves as an intermediary between families and Third Party Service Providers. YOU ACKNOWLEDGE THAT MY HOME PA DOES NOT PROVIDE ANY OF THE SERVICES LISTED ABOVE OR FUNCTION AS A THIRD PARTY SERVICE PROVIDER and that all such services are provided by independent third-party contractors who are not employed by My Home PA or any of its affiliates.

4.3 Text Messaging within the Platform

By creating an account, you agree that the Third Party Service Providers may send you text (SMS) messages as part of the normal business operation of your use of the Platform. You may opt out of receiving text (SMS) messages at any time by terminating connection with the applicable Third Party Service Provider.

4.4 Ownership

The Platform and all rights therein are and shall remain My Home PA's property. Neither this Agreement nor your use of the Platform grant to you any rights:

- in or related to the Platform except for the limited license granted above; or
- to use or reference in any manner My Home PA's company names, logos, product and service names, trademarks, or service marks.

5. Membership and Payment Structure

5.1 Membership Fees

Users wishing to access full platform services must subscribe by selecting one of the following membership plans:

- **1-Month Plan:** ZAR 399.00
- **3-Month Plan:** ZAR 899.00
- **6-Month Plan:** ZAR 1499.00
- **12-Month Plan:** ZAR 2199.00
- **Pet Sitting Only – 1 Month:** ZAR 199.00

5. Membership and Payment Structure (Continued)

5.1 Membership Fees (Continued)

The above subscription fees are expressed in South African Rand (ZAR).

All payments are processed securely via PayFast, a third-party South African payment processor. You will be redirected to PayFast's secure portal when completing your transaction.

Important: Payments and subscriptions are not processed through the Platform. Transactions take place externally, outside of the Apple App Store and Google Play Store systems.

5.2 External Payment Disclaimer

All payments are handled outside of the App Stores and are not affiliated with or supported by Apple or Google. As such, billing, refunds, and subscription management must be handled directly with My Home PA via our website or support channels.

5.3 Refund Policy

All payments are non-refundable unless otherwise stated on the Platform or required by law. Refunds will not be issued if:

- The user cancels mid-term;
- The account is terminated for misconduct;
- The Platform or its related service has already been accessed or used.

Refunds may be issued at our discretion in compliance with the **Consumer Protection Act of South Africa**.

5.4 Third-Party Person-to-Person Payments

My Home PA enables the purchase of real-time person-to-person services between two individuals, such as babysitting, au pairing, or pet sitting. As per Apple App Store Guidelines (3.1.3(d)), these services qualify for payment outside of the app.

Payments for these services are arranged directly between families and caregivers outside of the app. My Home PA does not process or manage these transactions. This also complies with Apple App Store Guideline 3.1.3(e) regarding services consumed outside of the app.

My Home PA does not take any commission or charge brokerage fees on these individual transactions. Caregivers retain 100% of their earnings.

6. Prohibition of Agencies and Competitors & License to use

6.1 No Agencies

Third Party Service Providers and Users are strictly prohibited from acting as agencies or recruiting other Third Party Service Providers on the Platform for business purposes. The Platform is intended solely for individual connections between families and independent Third Party Service Providers.

6.2 No Competitors

Users, Third Party Service Providers, and any third parties affiliated with the Platform may not use the Platform for competitive purposes, including but not limited to:

- Competing with *My Home PA* in offering similar services or platforms;
- Offering services that replicate the core function of the Platform;
- Creating, or causing others (including family, friends, or associates) to create, accounts under false or misleading pretenses for the purpose of evaluating, testing, analysing, or reverse-engineering the Platform;
- Using the Platform to solicit, induce, or attempt to induce any caregiver, family, or other user to terminate or alter their relationship with *My Home PA* for the benefit of a competing business.

6.3 Breach and Penalty

Any breach of clauses 6.1 or 6.2 will result in a contractual penalty of R25,000 (Twenty-Five Thousand Rand) per infringement, payable immediately upon demand. *My Home PA* reserves the right to pursue additional damages, legal remedies, or injunctive relief should the breach result in reputational harm, financial loss, or continued misuse of the Platform.

6.4 License to Use

Subject to your compliance with the Agreement, we grant you a limited, non-exclusive, non-transferable, non-sublicensable, and revocable license to access and use the Platform on your personal device, solely in connection with your personal, non-commercial use.

You may not:

- Modify, adapt, translate, reverse engineer, decompile, or disassemble any part of the Platform;
- Copy, reproduce, distribute, sell, lease, or sublicense the Platform or any part thereof;
- Use the Platform for any unlawful or unauthorised purpose; or
- Remove or alter any copyright, trademark, or other proprietary notices contained within the Platform.

Any breach of this license shall constitute a material breach of the Agreement and will subject the User to the contractual penalty set out in **clause 6.3**, in addition to any other remedies available to *My Home PA* under law.

We reserve the right to terminate this license at any time for any reason, including if you violate these terms per the Agreement.

7. Responsibilities of Users and Third Party Service Providers

7.1 User Responsibilities

Users agree to:

- Provide accurate, complete and up-to-date information during registration;
- Treat Third Party Service Providers with respect and professionalism;
- Ensure timely payment for services rendered;
- Follow all applicable laws and regulations when using the Platform.

7.2 Third Party Service Provider Responsibilities

Service Providers agree to:

- Provide truthful, accurate descriptions of their services and experience;
- Ensure services are performed safely, professionally, and in a timely manner;
- Comply with all applicable local laws and regulations.

7.3 Third Party Service Providers (Au Pairs, Pet Sitters, Babysitters)

- All applications are subject to approval by My Home PA;
- We reserve the right to conduct background checks and reference verification at our discretion;

Users are responsible for all activity that occurs under their account, and agree to maintain the security and secrecy of their account username/credentials and password at all times. Unless otherwise permitted by My Home PA in writing, Users may only possess one account.

Failure to comply with the above, may result in access being denied, suspended, or revoked at any time without prior notice.

8. Intellectual Property

All content, design elements, logos, trademarks, and intellectual property on the Platform are owned by My Home PA (Pty) Ltd unless otherwise stated. You may not copy, reproduce, or use any content for commercial purposes without our prior written permission.

9. Limitation of Liability

9.1 Indemnity

By using the Platform, you agree to indemnify, defend, and hold harmless My Home PA, its officers, employees, directors, agents, and third-party service providers from any claims, liabilities, damages, losses, or expenses arising from your use of the Platform.

9. Limitation of Liability (Continued)

9.2 No Guarantee of Service Quality

My Home PA does not guarantee the quality, safety, or performance of any Third Party Service Provider, and Users are responsible for exercising discretion when selecting Third Party Service Providers.

10. Privacy and Data Protection

10.1 Collection and Use of Data

My Home PA collects personal data in accordance with our [Privacy Policy](#). By using the Platform, you consent to the collection, processing, and storage of your information as outlined in that policy.

We comply with:

- The Protection of Personal Information Act (POPIA) of South Africa
- The General Data Protection Regulation (GDPR), where applicable

10.2 Data Security

We take reasonable technical and organizational measures to protect your data. However, we cannot guarantee 100% security of any data transmitted via the internet or stored electronically.

10.3 User Consent for Data Access

The platform may request permission to access your mobile device's features, including:

- Notifications
- Location services (if applicable)
- Media/Photos (for profile images)

You can manage or revoke these permissions through your device settings at any time.

11. Disclaimer of Warranties

The Platform is provided on an "as is" and "as available" basis. To the fullest extent permitted by applicable law, we make no representations or warranties of any kind, express or implied, regarding the operation or availability of the Platform, or the information, content, or materials included therein. We do not guarantee that the Platform will be uninterrupted, secure, error-free, or free from viruses or other harmful components. Your use of the Platform is at your sole risk.

11. Disclaimer of Warranties (Continued)

11.1 Platform Store Disclaimer

This agreement is between you and My Home PA (Pty) Ltd. only, not with Apple Inc. or Google LLC.

Apple and Google are not responsible for the Platform or the services offered through it.

By using the app, you acknowledge that:

- Apple and Google are not liable for any claims, losses, or damages related to your use of the Platform.
 - All support, maintenance, and issue resolution is handled by My Home PA.
 - Any claims related to payments or service disputes must be directed to My Home PA, not Apple or Google.
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12. Termination of Accounts

12.1 Termination by User

Users may deactivate or delete their accounts at any time by contacting My Home PA customer support.

12.2 Termination by My Home PA

My Home PA reserves the right to suspend or terminate any User's account for violations of this Agreement, including but not limited to the Prohibition of Agencies and Competitors.

13. Dispute Resolution

13.1 Arbitration

Any dispute arising from these terms shall be resolved through binding arbitration conducted in Cape Town, South Africa, in accordance with the rules of the Arbitration Foundation of Southern Africa (AFSA).

13.2 Governing Law

These terms shall be governed by the laws of the Republic of South Africa.

14. Acceptable Use

You agree not to:

- Use the Platform for any unlawful, fraudulent, or harmful purposes;
 - Interfere with or impair the operation of the Platform;
 - Upload or transmit malicious code or software;
 - Collect or use data from the Platform without written consent;
 - Reverse-engineer or tamper with the Platform.
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15. Changes to Terms

My Home PA reserves the right to modify these Terms and Conditions at any time. All changes will be posted on this page with an updated effective date. Continued use of the Platform after any changes constitutes your consent to be bound to these terms, as amended.

16. Contact information

If you have any questions, legal inquiries, or complaints regarding these Terms or the Platform, please contact us at:

- Email: contact@myhomepa.co.za
- Or via our contact form at: www.myhomepa.co.za/contact

We aim to respond to all inquiries within a reasonable timeframe.