

TERMS & CONDITIONS

VIRTUAL CONCIERGE SERVICES WORLDWIDE (PTY) LTD (Also known as VCS)

(A Private Limited Company duly registered in accordance with the company laws of the Republic of South Africa, with Registration No.: 2015/140872/07)

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1. PRECEDENCE

The terms and conditions of this agreement shall take precedence over any other terms and conditions that may have been discussed by the parties.

Your use of Virtual Concierge Services Worldwide (VCS) website and/or one of our services, signifies that you agree with, and accept, the VCS Terms and Conditions. It is the user's personal preference should the user wish to print and have this document signed.

2. DEFINITIONS

2.1 In this agreement, unless a different intention clearly appears from the context: -

- Services provided by Virtual Concierge Services Worldwide (VCS) may be used for lawful purposes only.
- VCS is pleased to provide services to the Client based on the terms and conditions set forth in this agreement, and any special terms and conditions agreed upon, in writing, by the Supplier.
- For purposes of the Terms and Conditions:-
 - “Company” means Virtual Concierge Services Worldwide (also known as VCS), a company registered under the laws of South Africa
 - “Client” / “User” shall mean the person who purchases services from the Supplier
 - “Member” means individual or business entity on the Client Information form
 - “Proposal” shall mean a statement of work, quotation or other similar document describing the services to be provided by the Supplier
 - “Services” shall mean services as specified in the proposal
 - “Service Fee” means the fee charged by VCS to the user for the provision of its services
 - “Supplier” shall mean Virtual Concierge Services Worldwide (also known as VCS)
 - “Goods” means any goods purchased by or supplied by Virtual Concierge Services Worldwide (also known as VCS) on behalf of a Client or a user under the Terms and Conditions deemed to have been purchased by VCS as agent for the Client or user

2.2 Business and Service Hours are from 09h00 to 18h00 CAT (Central African Time) Monday through to Friday. Services are usually completed during this time, apart from the occasional delay in our schedule.

Services may be available, by appointment, beyond business hours, on weekends or holidays for an additional fee.

2.3 Any reference to a gender shall include the other genders.

2.4 Words importing the singular shall include the plural and vice versa.

- 2.5 All schedules / proposals to this agreement are incorporated and form an integral part of this agreement.
- 2.6 In the event of any conflict between the provisions of this agreement and any schedule to it, the provisions of this agreement shall prevail.

3. DURATION

- 3.1 Notwithstanding the date of signature, this agreement shall commence on the date outlined in the Proposal and shall continue for a period of hours outlined in the Proposal / agreed package hours, unless terminated by either party as per the cancellation terms documented within this agreement.
- 3.2 Thereafter the agreement shall not continue indefinitely but, it may be extended by an agreement between the parties, subject to consensus on any price increases, amendments to service standards, or any other matters the parties deem appropriate.
- 3.3 Should hours remaining not be used within ninety (90) days of the last task by the client, then the client forfeits the hours.

4. SERVICES TERMS

- 4.1 Services provided by VCS are provided expressly to the Client. The Client shall not use the Services for any improper, immoral, unlawful purposes, or for any purpose other than what is provided by VCS in the initial request.
- 4.2 By accepting these terms and conditions, you are agreeing to VCS standard services level agreement. The agreement provides info on the type of service, work to be performed, cancellation and confidentiality policies. Separate authorization forms (for house-sitting, waiting for service workers or contractors, prescription handling) and key release forms will be sent to you separately for signature and return, if we need access to your property or business, and limitation of liability. All forms and agreements are binding until completion of the job, or if the service is terminated by the client or VCS.
- 4.3 All efforts are made by VCS to provide an estimate of time to complete a task, approximate cost for Services rendered, and possible additional payments for miscellaneous purchases made, such as personal styling, shopping, etc. These estimates are only approximations and may vary depending on external factors including, but not limited to: traffic, weather, third party charges, etc.
- 4.4 A twenty-four (24) hour notice is typically required for all Services, however, VCS recognises that this is not always possible. Therefore, other requests will be

accommodated if the schedule allows. All cancellations must be received at least one day (24 hours) prior to scheduled Services or a cancellation fee will apply.

- 4.5 A one (1) hour minimum charge is required for all Services.
- 4.6 As we are a virtual service, any travel costs will be calculated on an individual basis depending on the clients' needs. VCS rates do not include cost of third party goods and services obtained on behalf of clients.
- 4.7 The occasional concierge request requires 2 business days' notice. Email info@vcsww.com for an estimate. Please provide a full description of the Errand or Service you require.
- 4.8 A retainer consultation fee of a minimum of R200.00 will be charged for all ad hoc requests of quotation that requires lengthy research and work, it is thereafter deducted from the balance upon payment of services.
- 4.9 All quotes are valid for fourteen (14) business days.
- 4.10 Event planning, pet-sitting, shopping, and organising services are charged at different rates. Please request for a quote. Hourly rate can increase depending on the type of event and planning needed.
- 4.11 Business and Service Hours are from 09h00 to 18h00 CAT (Central African Time) Monday through to Friday. Services are usually completed during this time, apart from the occasional delay in our schedule. Services may be available, by appointment, beyond business hours, on weekends or holidays for an additional fee.

5. ACCESS TO RESIDENCE / PROPERTY

- 5.1 For tasks involving a residential, commercial or business property, please make arrangements to allow us onto the premises in advance of being present, or by completing prior a key release agreement form, signed in advance, giving VCS permission to access the property. A full hour's charge will be incurred if we are unable to access the property and are delayed in our work.

6. SERVICES FEES AND PAYMENTS

- 6.1 All quotations are given and applicable charges in the Proposal are exclusive of Valued Added Tax (VAT), and this will apply until such time as VCS circumstances change, thereafter Value Added Tax (VAT) will be charged at the South African National VAT %. VCS shall be entitled to vary the charge anytime with written notice to the Clients.

- 6.2 Subject to any special terms, the Client shall pay VCS the charge and any additional sums agreed upon for Services. VCS shall invoice the Client immediately upon receipt of written acceptance of these conditions or at another time agreed upon between VCS and the Client. All payments made to VCS via Zapper Mobile Application or Payfast Payment Portal, or any other payment portals, excluding direct electronic fund transfers (EFTs), will be liable to a 5% handling charge in addition to the sum of the invoice owed by the Client.
- 6.3 Services are payable in advance upon receipt of an invoice and are non-refundable. In the event that additional services or other unforeseen costs are billed, prompt payment is expected. If the Client fails to make payment within fourteen (14) days of it becoming due, a late fee of 10% interest of the total invoice will be charged. The 10% late fee will begin to accrue seven (7) days after Service has been completed. In addition to the service rate, the cost of all materials, expenses and taxes are to be paid in advance by the Client. There will be a 5% non-refundable fee for any items or expenses purchased with VCS funds. If the Client defaults, the Client agrees to pay VCS its reasonable expenses, including attorney and collection agency fees incurred while enforcing its rights under these Terms and Conditions.
- 6.4 Currently we accept direct bank debits, as well as deposits via the VCS Zapper QR Code, or the PayFast Payment Portal.
- 6.5 Service rates apply to each person required to perform a Service.
- 6.6 Due to the nature of our services, it is at the discretion of VCS if we will roll over unused hours. It is the responsibility of the client to ensure that all purchased hours are exhausted.
- 6.7 If offered Services become unavailable for reasons beyond our control, we reserve the right to substitute comparable Services, if available. We will not alter the advised quote unless changes of itinerary, services, hotels, or venues are requested by the client.
- 6.8 Complaints will only be considered by written letter sent to VCS no more than 7 days after Services have been rendered.
- 6.9 VCS reserves the right to refuse service to any person or organisation and refuse any service request deemed unethical, immoral, and illegal or that would present a danger to our staff or clients.

7. MEMBERSHIP

- 7.1 We reserve the right to add or remove a membership service as and when we deem it appropriate. Registration to our website will be free. Asking questions about our services is free.
- 7.2 In the event of membership, you may use your membership via the following mediums: by telephone, e-mail, texts, WhatsApp or through the website.
- 7.3 As a member you would be entitled to all services listed on the site, but please note that supplier's perks and the perks themselves are subject to availability and may vary from time to time without notice.
- 7.4 VCS is constantly negotiating new perks for its Clients, to ensure that the clients receive the maximum advantages. If any of the services or perks becomes unavailable, we will do our best to honour prior commitments to the fullest extent possible, but we cannot be held responsible for events outside our control or supplier related.
- 7.5 Unless otherwise authorised by our suppliers, any services requested on your instructions, and approved, and that has already begun shall not be entitled to any cancellations.
- 7.6 From time to time, certain services will require handling charges or purchase of goods in the event of VCS acts as a credit agent, you hereby authorise us to deduct the sum from your credit card payment within 7 days of the payment date. In the event we pay for handling charges and goods or services, these will be charged on your credit card upon your prior authorisation.
- 7.7 VCS reserves the right to accept commissions upon the supply of products or performances of services of any supplier.

8. SUPPLIER'S OBLIGATIONS

- 8.1 The Supplier provides the following guarantees of Service:-
- The Supplier shall perform the Services with reasonable skill and care and in accordance with recognised standards and codes of practice.
 - The Supplier accepts all responsibility for the condition of equipment used during Services and shall ensure that any materials supplied are free from defects.
 - All reasonable requests will be completed to the client's specifications, however in certain situations alternatives may be applied / supplied.

9. CUSTOMER'S OBLIGATIONS

9.1 To enable the Supplier to perform its obligations, the Client shall:-

- Co-operate with the Supplier
- Provide the Supplier with any information reasonably requested.
- Immediately inform the Supplier of a third party with whom the Client enters into a contract or arrangement for sale of goods or supply of Services which result in the provision of Services by VCS. The Supplier is entitled to decline Services to any third party without providing a reason.
- Should the Client request that VCS use the Client's credit card and/or credit card facilities for the purpose of rendering Services, the Client shall promptly provide written confirmation of its authorisation in the form requested by VCS. The Client acknowledges and agrees that VCS shall, in no way, be liable for the use of the Client's credit card and / or credit card facilities provided that VCS acts in accordance with the Client's instructions.
- Obtain and pay for all necessary permissions, licenses and consents which may be required before the commencement of Services.
- Comply with all other requirements set out in the Proposal or otherwise agreed upon between the parties.
- If any supplier imposes their terms and conditions, the Client is required to comply with these terms.
- The Client agrees that any contract that they enter into with one of our suppliers is an independent contract. VCS hereby disclaims any and all liability for any act or omission of any supplier or any loss as incurred by you as a result of act or omission of a supplier whether or not arranged through any mediums.

10. PAYMENTS TO SERVICE PROVIDERS

10.1 VCS may make payments to Suppliers on behalf of Clients (and/or upon prior request from the Client) to pay an invoice on condition that a Client has requested and authorised VCS to do so. In such circumstances, Client acknowledge, warrant and agree that:-

- VCS shall have no liability or be responsible in any way for any use of a Client's Payment card by such Service Provider or Supplier.
- The Payment card used will be that of the Client's, and
- The Payment card will have sufficient funds to cover in full the cost of the goods or services supplied by the Service Provider or Supplier.
- From time to time a Client may instruct VCS to make a restaurant booking on their behalf. Where such booking is subsequently cancelled by the Client, the Client authorises VCS to charge any cancellation fees incurred on the Client's card.

11. CANCELLATIONS

- 11.1 The Client may cancel an order by notifying the Supplier in writing within seven (7) business days of placing an order, or no less than 2 weeks prior to the services taking effect, and a cancellation fee will apply for all the work, bookings previously made (subject to any third party terms and conditions). If the Client fails to cancel the order within the specified time, any deposit may not be refunded.
- 11.2 When the Client has entered into an agreement with a duration longer than one calendar month, the Client may terminate the contract with thirty (30) days written notice.
- 11.3 Without prejudice to any other accrued rights and remedies available, VCS may terminate a contract with written notice if the Client commits a serious breach of these conditions, or in the case of a breach capable of remedy, fails to remedy such a breach within 7 days of written notice. VCS may also terminate a contract if the Client goes bankrupt, turns insolvent, makes voluntary arrangements with any of its creditors, or has an order made against any of its effects or property.

12. CHANGE IN CIRCUMSTANCES

If the circumstances surrounding the fulfilment of this agreement should alter materially from those prevailing at the time of acceptance of the agreement, then the parties undertake to renegotiate such of the terms and provisions of this agreement as may be necessary to ensure that this agreement remains fair and equitable to each of the parties.

13. BREACH OF AGREEMENT

- 13.1 If a dispute arises between the parties concerning any matter relating to this agreement, then both parties shall enter into negotiations, in good faith, in order to resolve the matter.
- 13.2 If the parties are unable to resolve the matter between them, they may but are not obligated to refer the matter to arbitration. The arbitrator may in turn appoint an independent expert in the field in which the dispute has arisen, provided that both parties accept and agree on the arbitrator and his choice of independent expert and the terms and conditions of his appointment. The arbitrator shall decide the matter, and both parties shall agree to be bound by his decision.
- 13.3 In the event that the parties are unable to resolve the matter, or fail to agree on either an arbitrator or an expert, or the terms and conditions of his appointment, or if either party is in repeated breach of this agreement, then the party who has been aggrieved shall give written notice to the other party calling on it to remedy any breach of the agreement. If the other party fails to remedy the breach within 7 (seven) days of

receipt of the notice, then the aggrieved party may elect to cancel the agreement, or to demand specific performance, without prejudice to its rights to claim damages and without prejudice to any other rights it may have in law.

14. JURISDICTION

Both Parties consent to the jurisdiction of the Magistrate's Court in respect of any action or proceedings which may be brought against either of them by the other; provided that either party shall be entitled to bring any proceedings in the High Court where such proceedings would, but for this consent, fall outside the jurisdiction of the Magistrate's Court.

15. ADDRESS FOR RECEIPT OF NOTICES AND DOCUMENTS

15.1 VCS chooses the following as their addresses for the receipt of any notices or documents in terms of this agreement, including any documents that may be issued by a court of law:

15.1.1 : Street Address - 39 Malgas Road, Table View, 7441

: Email Address - info@vcsww.com

15.2 VCS may change the address given above on written notice to the other, provided that the address is a physical place of business or residence, and not merely a postal address.

15.3 Every notice shall be deemed, unless the contrary is proved, to have been received: If delivered by hand, on the date of delivery;

15.4 If sent by prepaid registered post, 7 (seven) days after the date on which the notice is posted;

15.5 If sent by Email, on the first business day after the date of successful transmission of the Email.

16. FORCE MAJEURE

16.1 Neither party shall be in breach of this agreement, where the inability to comply with any obligation is caused by Force Majeure. Force majeure shall include, but is not limited to; acts of God, fire, breakdown of plant or machinery or shortage or unavailability of raw materials from a natural source supply, or war, riots, civil commotion, natural physical disaster, strike or industrial action by either party's employees, any action by government or public authority, and circumstances wholly beyond the control of the parties.

- 16.2 Notice of an occurrence of force majeure shall be given to the other party as soon as possible, and shall include details of the event, and the likely effect it may have on either party's obligations in terms of this agreement.
- 16.3 Should either party be prevented from carrying out its contractual obligations for a continuous period of 14 (fourteen) days, this agreement may, at the other party's instance, be terminated on the expiry of the 14 (fourteen) day period.
- 16.4 VCS shall be entitled during the 14 (fourteen)-day period to make such temporary arrangements as may be necessary to ensure the continuous provision of the services at its premises. If VCS is able to arrange for such services only on a permanent basis then VCS shall be entitled at any time during the 14 (fourteen) day period to terminate this agreement forthwith on written notice to the Client.

17. VARIATION

No variation, alteration or consensual cancellation of this agreement shall be of any force or effect, unless in writing and signed by all of the parties.

18. WAIVER

No indulgence which either party may grant to the other shall constitute a waiver of any of the rights of that party, who shall not thereby be precluded from exercising any of its rights against the other party which may have arisen in the past or which might arise in the future.

19. GENERAL

19.1 Unless the context indicates otherwise the rights and obligations of any party arising from this agreement shall devolve upon and bind its successors-in-title.

19.2 Neither party may cede or assign any of their rights or obligations in terms of this agreement to any person, without the prior written consent of the other party, which consent shall not be unreasonably withheld.

20. CONFIDENTIALITY AND PROTECTION OF PROPRIETY INFORMATION

20.1 All of the details of this Agreement shall be considered as confidential, and shall not be given in any form whatsoever to a third party, without prior written consent of the other party. This excludes any necessary information required by a third party in order to give effect to the provisions of this agreement.

20.2 VCS shall keep in confidence and protect Propriety Information from disclosure to third parties, as it acknowledges that unauthorised disclosure of such information may cause economic loss to VCS or its clients.

20.3 This provision 20 will survive termination, for any reason whatsoever, of this agreement.

21. WARRANTY OF AUTHORITY

21.1 Both parties, and the persons signing on behalf of the parties, warrant their authority to conclude this agreement.

21.2 Both parties further warrant that there is nothing contrary to the Memorandum of Association, or Articles, or Founding Statement or Client's Agreement of their respective entities, which may influence, or prevent any of the provisions of this agreement from being enforced.

22. SEVERABILITY

If any term or provision of these Terms and Conditions is held invalid or unenforceable for any reason by a court of competent jurisdiction, such term or provision shall be severed and the remainder of the terms and provisions shall continue in full force and effect.

23. FORMALITIES

The parties agree that they will do all things and sign all documents necessary to give effect to the terms of this agreement.

24. WHOLE AGREEMENT

This agreement constitutes the entire agreement between the parties, and no representation by any of the parties or their agents, whether made prior or subsequent to this agreement shall be binding on any of the parties unless in writing and signed by the parties.

25. INDEMNIFICATION

The Client agrees to indemnify, defend at their own expense and shall hold harmless VCS its telecommunications providers, service providers and its subsidiaries, affiliates, officers, directors, employees, consultants and agents (if any), from all and any third-party claims, liability, damages and costs (including, but not limited to, attorneys' fees) arising from or relating to (i) your use of the Services and/or the website, (ii) any content you post, e-mail, transmit or relay either to VCS or by use of the Services or the website, (iii) your violation of the agreement, or (iv) your alleged infringement of any intellectual property or other right of any person or entity.



By using VCS services, website and its information, you irrevocably and unconditionally accept and agree to be bound by this disclaimer. VCS reserves the right to change, add or remove any information presented on the VCS website without notice. The continued use of this website following changes shall mean you accept the changes and the website as is.

Signed at _____ this day _____ of _____ 20____

Name: Client

Signature

Name: VCS

Signature

Name: VCS

Signature