

Terms and Conditions

Last update: 24 September 2024.

Thank you for making use of CloudSkips.

Note: This service is currently limited to the borders of the Republic of South Africa.

These Terms of Service ('Terms') are a binding legal agreement between you and CloudSkips that govern your use of the CloudSkips website. When used in these Terms, 'CloudSkips', 'we', 'us', or 'our' refers to the CloudSkips entity with whom you are contracting.

CloudSkips offers an online venue that enables users to publish, offer, search for, and book services. Users who publish and offer services are 'Owners' and users who search for and book services are 'Clients'. Owners offer a waste skip service ('Skip service') for the removal and disposal of building rubble, garden refuse, mixed waste and hazardous waste.

You must register an account to access and use the features of the CloudSkips website. The accuracy of the account information is the responsibility of the account holder.

As the provider of the CloudSkips website, CloudSkips does not own, control, offer or manage any of the services offered by Owners. CloudSkips is not a party to the contracts concluded directly between Owners and Clients, except to facilitate the payment of Owners by Clients.

If you are an Owner, you are responsible for understanding and complying with all laws, rules, regulations and contracts with third parties that apply to your service offering.

Table of Contents

Client Terms

1. Our Mission.
2. Skip service.
3. Searching.
4. Booking.
5. Cancellation.
6. Extension.
7. Your Responsibilities.
8. Your Assumption of Risk.

Owner Terms

1. Service.
2. Contracting with Clients.
3. Independence of Owners.
4. Payments.
5. Creating and Managing Your Skip Service Offering.
6. Know Your Legal Obligations.
7. Search Ranking.
8. Your Responsibilities.
9. Sub-contractors.
10. Your Assumption of Risk.
11. Cancellations.
12. Booking Extensions.
13. Owner Taxes.

General Terms

1. Fees.
2. CloudSkips Rules.
3. Reporting Violations.
4. Copyright Notifications.
5. Term.
6. Termination.
7. User Violations.
8. Legal Mandates.
9. Effect of Termination.
10. Survival.
11. Modification.
12. Resolving Complaints and Damage Claims.
13. CloudSkips' Role.
14. Member Accounts.
15. Disclaimer of Warranties.
16. Limitations on Liability.

17. Indemnification.
18. Interpreting these Terms.
19. No Waiver.
20. Assignment.
21. Notice.
22. CloudSkips website information.
23. Force Majeure.
24. Emails.
25. Contact Us.

Client Terms

1. Our Mission. Our mission is to create a portal to allow Clients to locate a Skip service that is the best fit for their application.
2. Skip service. The Skip service is limited to the use of the Skip for its intended purpose and the period of the booking. The Owner retains the ownership of the Skip, and the right to inspect its use and condition.
3. Searching. You can search for Skip services by using criteria like location, skip size and waste category. Search results are based on their relevance to your search criteria. Relevance includes factors like availability and distance from your location.
4. Booking. When you book a Skip, you are agreeing to pay all charges for your booking. These charges are based on the published price by the Owner and, where applicable, a service charge of 3% for online payments. All charges are inclusive of relevant taxes. When you receive the booking confirmation, a contract for Skip services is formed directly between you and the Owner.
5. Cancellation. The cancellation of a booking must be submitted at least 24 hours before the delivery date of the Skip service and is subject to an administration fee of 8.5% when payment has been made via the online payment facility.
6. Extension. A booking may be extended at any time prior to the collection date of the Skip service.
7. Your Responsibilities. You are responsible and liable for your own acts and omissions and are also responsible for the acts and omissions of anyone you invite to make use of the Skip service at the booking location.
8. Your Assumption of Risk. You acknowledge that a Skip service may carry inherent risks and agree that, to the maximum extent permitted by applicable law, you assume the entire risk arising out of the Skip service. It is your responsibility to investigate the Skip service to determine whether it is suitable for you, and whether it complies with any laws and regulations of the intended location.

Owner Terms

1. **Service.** As an Owner, CloudSkips offers you the opportunity to publish your Skip service based on the quantity, size, intended waste category and associated pricing of waste removal skips you own.
2. **Contracting with Clients.** When you receive a booking confirmation through the CloudSkips website, you are entering into a contract directly with the Client, and are responsible for delivering the Skip service at the price specified in your service offering. Any terms, policies or conditions that you include in any supplemental contract with the Client must be consistent with these Terms and the information provided in your service offering. You are also agreeing to pay the applicable administration fee of R15.00 (exVAT) for each booking. CloudSkips will provide you with an invoice at the end of each relevant month for the total administration fees owed. This invoice is to be settled within 30 days from the date of invoicing.
3. **Independence of Owners.** Your relationship with CloudSkips is that of an independent individual or entity and not an employee, agent, joint venturer, or partner of CloudSkips, except that CloudSkips acts as a payment collection agent for any booking made online. CloudSkips does not direct or control your Skip service, and you agree that you have complete discretion whether and when to provide your Skip service, and at what price and on what terms to offer them.
4. **Payments.** The transfer of payments for bookings that have been concluded online, less the applicable service fee, from CloudSkips to Owners, will occur on a weekly basis.
5. **Creating and Managing Your Skip Service Offering.** The CloudSkips website provides tools that make it easy for you to set up and manage a Skip service. Your service offering must include complete and accurate information about your Skip service. You are responsible for keeping your Skip service information up-to-date and accurate at all times.

The first 2 months, from the date of creating your account, will be free of any administration fees.

6. **Know Your Legal Obligations.** You are responsible for understanding and complying with any laws, rules, regulations, and contracts with third parties that apply to your Skip service.
7. **Search Ranking.** The ranking of Skip services in search results on the CloudSkips website depends on the distance from the address from which your Skips are distributed to the intended location.
8. **Your Responsibilities.** You are responsible and liable for your own acts and omissions and are also responsible for the acts and omissions of anyone you allow to participate in providing your Skip service. You are responsible for setting your

price and establishing rules and requirements for your Skip service.

9. Sub-contractors. If you work with a sub-contractor to provide your Skip service, you are responsible for the actions of the sub-contractor under these Terms.
10. Your Assumption of Risk. You acknowledge that Skip services carry inherent risks and agree that you assume the entire risk arising out of your access to and use of the CloudSkips website, offering Skip services, or any interaction you have with Clients whether in person or online. You agree that you have had the opportunity to investigate the CloudSkips website and any laws, rules, regulations, or obligations that may be applicable to your Skip service, and that you are not relying upon any statement of law made by CloudSkips.
11. Cancellations. If a Client cancels a booking more than 24 hours prior to the delivery date, the Client will be responsible for the 8.5% administration fee for any payments concluded online and no payment will be made to the Owner. If an Owner cancels a booking prior to the delivery date, for any booking concluded online, the Owner will be responsible for the 8.5% administration fee .
12. Booking Extensions. Clients may extend bookings at any time during the booking period at no additional cost.
13. Owner Taxes. As an Owner, you are responsible for determining and fulfilling your obligations under applicable laws to report, collect, remit, or include in your price any applicable VAT or other indirect taxes ("Taxes").

General Terms

1. Fees. CloudSkips charges an administration fee of R15.00 (exVAT) on each booking. This fee is only applicable to the relevant Owner.

A service charge of 3% will be added to any booking paid for via an online payment service. This service charge is only applicable to Clients.

CloudSkips reserves the right to change the administration fee at any time, and will provide Owners notice of any fee change before it becomes effective. Fee changes will not affect bookings made prior to the effective date of the fee change. If you disagree with a fee change you may terminate this agreement at any time.

2. CloudSkips Rules.
 1. Act with integrity and treat others with respect.
 2. Do not lie, misrepresent something or someone, or pretend to be someone else.
 3. Be polite and respectful when you communicate or interact with others.
 4. Do not discriminate against or harass others.
 5. Do not scrape, hack, reverse engineer, compromise or impair the CloudSkips website
 6. Do not use bots, crawlers, scrapers, or other automated means to access or collect data or other content from or otherwise interact with the CloudSkips website.
 7. Do not hack, avoid, remove, impair, or otherwise attempt to circumvent any security or technological measure used to protect the CloudSkips website and content.
 8. Do not decipher, decompile, disassemble, or reverse engineer any of the software or hardware used to provide the CloudSkips website.
 9. Do not take any action that could damage or adversely affect the performance or proper functioning of the CloudSkips website.
 10. Only use the CloudSkips website as authorized by these Terms.
 11. You may only use another User's personal information as necessary to facilitate a transaction using the CloudSkips website as authorized by these Terms.
 12. Do not use the CloudSkips website or User's personal information to send commercial messages without the recipient's express consent.
 13. You may use information made available through the CloudSkips website solely as necessary to enable your use of the CloudSkips website as a Client or Owner.
 14. Do not request, make, or accept a booking or any payment outside of the CloudSkips website to avoid paying fees, taxes or for any other reason.
 15. Do not engage in any practices that are intended to manipulate our search algorithm.
 16. Do not book Skip services unless you are actually using the Skip services.
 17. Do not use, copy, display, mirror or frame the CloudSkips website, any information, any CloudSkips branding, or any page layout or design without

our consent.

18. Honor your legal obligations
 19. Understand and follow the laws that apply to you, including privacy and data protection.
 20. If you provide us with someone else's personal information, you: (i) must do so in compliance with applicable law, (ii) must be authorized to do so, and (iii) authorize us to process that information.
 21. Do not use the name, logo, branding, or trademarks of CloudSkips or others without permission.
 22. Do not use or register any domain name, social media handle, trade name, trademark, branding, logo, or other source identifier that may be confused with CloudSkips branding.
 23. Do not offer Skip services that violate the laws or agreements that apply to you.
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3. Reporting Violations. If you believe that a User or Skip service poses an imminent risk of harm to a person or property, you should immediately contact local authorities before contacting CloudSkips. In addition, if you believe that a User or Skip service has violated our Terms, you should report your concerns to CloudSkips. If you reported an issue to local authorities, CloudSkips may request a copy of that report. Except as required by law, you agree that we are not obligated to take action in response to any report.
 4. Copyright Notifications. If you believe that information on the CloudSkips website infringes copyrights, please notify us.
 5. Term. The agreement between you and CloudSkips reflected by these Terms is effective when you access the CloudSkips website and remains in effect until either you or we terminate the agreement in accordance with these Terms.
 6. Termination. You may terminate this agreement at any time by sending us an email. CloudSkips may terminate this agreement and your account for any reason by giving you 30 days' notice via email or using any other contact information you have provided for your account. CloudSkips may also terminate this agreement immediately and without notice and stop providing access to the CloudSkips website if you breach these Terms, you violate applicable laws, or we reasonably believe termination is necessary to protect CloudSkips, its Users, or third parties. If your account has been inactive for more than two years, we may terminate your account without prior notice.
 7. User Violations. If (i) you breach these Terms, (ii) you violate applicable laws, regulations, or third-party rights, or (iii) CloudSkips believes it is reasonably necessary to protect CloudSkips, its Users, or third parties; CloudSkips may, with or without prior notice:
 1. Suspend or limit your access to or use of the CloudSkips website or your account.
 2. Remove Skips services.
 3. Cancel pending or confirmed bookings;. If a reservation is cancelled under

this Section, the amount paid to the Owner will be reduced by the amount we refund or otherwise provide to the Client, and by any other costs we incur as a result of the cancellation.

4. Suspend or revoke any special status associated with your account.
5. For minor violations or where otherwise appropriate as CloudSkips determines in its sole discretion, you will be given notice of any intended measure by CloudSkips and an opportunity to resolve the issue.
8. Legal Mandates. CloudSkips may take any action it determines is reasonably necessary to comply with applicable law, or the order or request of a court, law enforcement, or other administrative agency or governmental body, including the measures described above in Section "User Violations".
9. Effect of Termination. If you are an Owner and terminate your CloudSkips account, any confirmed booking(s) will be automatically canceled and your Client will receive a full refund. If you terminate your account as a Client, any confirmed booking(s) will be automatically canceled subject to charging an administration fee of 8.5%. When this agreement has been terminated, you are not entitled to a restoration of your account or any of your information. If your access to or use of the CloudSkips website has been limited, or your CloudSkips account has been suspended, or this agreement has been terminated by us, you may not register a new account or access or use the CloudSkips website through an account of another User.
10. Survival. Parts of these Terms that by their nature survive termination, will survive termination of this agreement.
11. Modification. CloudSkips may modify these Terms at any time. When we make material changes to these Terms, we will post the revised Terms on the CloudSkips website and update the "Last Updated" date at the top of these Terms. We will also provide you with notice of any material changes by email at least 30 days before the date they become effective. If you disagree with the revised Terms, you may terminate this agreement immediately as provided in these Terms. If you do not terminate your agreement before the date the revised Terms become effective, your continued access to or use of the CloudSkips website will constitute acceptance of the revised Terms.
12. Resolving Complaints and Damage Claims. As CloudSkips is not a party to any transactions between Owners and Clients, any disputes between Owners and Clients should be resolved privately.
13. CloudSkips' Role. CloudSkips offers an online venue that enables Clients to search for, and book Skip services that have been offered by Owners. While we work hard to ensure our Users have great experiences using the CloudSkip website, we do not and cannot control the conduct of Owners and Clients. You acknowledge that CloudSkips has the right, but does not have any obligation, to monitor the use of the CloudSkips website and verify information provided by our Users. For example, we may review, disable access to, remove, or edit information to: (i) operate, secure and improve the CloudSkips website (including for fraud prevention, risk

assessment, investigation and customer support purposes); (ii) ensure Users compliance with these Terms; (iii) comply with applicable law or the order or requirement of a court, law enforcement or other administrative agency or governmental body; (iv) address information that we determine is harmful or objectionable; (v) take actions set out in these Terms; and (vi) maintain and enforce any quality or eligibility criteria, including by removing Skip services that don't meet quality and eligibility criteria. Users acknowledge and agree that CloudSkips administers its website at its sole discretion. Users agree to cooperate with and assist CloudSkips in good faith, and to provide CloudSkips with such information and take such actions as may be reasonably requested by CloudSkips with respect to any investigation undertaken by CloudSkips regarding the use or abuse of the CloudSkips website. CloudSkips is not acting as an agent for any User except for where CloudSkips acts as a collection agent as provided in these Terms.

14. **Member Accounts.** You must register an account to access and use the features of the CloudSkips website. Registration is only permitted for legal entities, partnerships and natural persons who are 18 years or older. You represent and warrant that you are not a person or entity barred from using the CloudSkips website. You must provide accurate, current, and complete information during registration and keep your account information up-to-date. You may not register more than one account or transfer your account to someone else. You are responsible for maintaining the confidentiality and security of your account credentials and may not disclose your credentials to any third party. You are responsible and liable for activities conducted through your account and must immediately notify CloudSkips if you suspect that your credentials have been lost, stolen, or your account is otherwise compromised. If so, and as permitted by applicable law, we may, but have no obligation to (i) ask you to provide identification or other information, (ii) undertake checks designed to help verify your identity or background, (iii) screen you against third-party databases or other sources.
15. **Disclaimer of Warranties.** We provide the CloudSkips website and all information 'as is' without warranty of any kind and we disclaim all warranties, whether expressed or implied. For example: (i) we do not endorse or warrant the existence, conduct, performance, safety, quality, legality or suitability of any Client, booking, Owner, Skip service, or third party; (ii) we do not warrant the performance or non-interruption of the CloudSkips website; and (iii) we do not warrant that verification, identity or background checks conducted on Skip services or Users (if any) will identify past misconduct or prevent future misconduct. Any references to Users or Skip services being "verified" (or similar language) indicate only that the User or Skip service has completed a relevant verification or identification process and nothing else. The disclaimers in these Terms apply to the maximum extent permitted by law. If you have statutory rights or warranties we cannot disclaim, the duration of any such statutorily required rights or warranties, will be limited to the maximum extent permitted by law.
16. **Limitations on Liability.** Neither CloudSkips (including its affiliates and personnel) nor any other party involved in creating, producing, or delivering the CloudSkips website will be liable for any incidental, special, exemplary or consequential

damages, including lost profits, loss of data or loss of goodwill, service interruption, computer damage or system failure or the cost of substitute products or services, or for any damages for personal or bodily injury or emotional distress arising out of or in connection with (i) these Terms, (ii) the use of or inability to use the CloudSkips website or any information, (iii) any communications, interactions or meetings you may have with someone you interact or meet with through, or as a result of, your use of the CloudSkips website, or (iv) providing or booking of a Skip service, whether based on warranty, contract, tort (including negligence), product liability or any other legal theory, and whether or not CloudSkips has been informed of the possibility of such damage, even if a limited remedy set out in these Terms is found to have failed of its essential purpose. Except for our obligation to transmit payments to Owners under these Terms, in no event will CloudSkips' aggregate liability for any claim or dispute arising out of or in connection with these Terms, your interaction with any Users, or your use of, or inability to use, the CloudSkips website, any information, or any Skip service, exceed: (A) to Clients, the amount you paid as a Client during the 1-month period prior to the event giving rise to the liability, (B) to Owners, the amount paid to you as an Owner in the 1-month period prior to the event giving rise to the liability. These limitations of liability and damages are fundamental elements of the agreement between you and CloudSkips. If applicable law does not allow the limitations of liability set out in these Terms, the above limitations may not apply to you.

17. Indemnification. To the maximum extent permitted by applicable law, you agree to release, defend (at CloudSkips' option), indemnify, and hold CloudSkips (including CloudSkips website, other affiliates, and their personnel) harmless from and against any claims, liabilities, damages, losses, and expenses, including, without limitation, reasonable legal and accounting fees, arising out of or in any way connected with: (i) your breach of these Terms (including any supplemental or additional terms that apply to a product or feature), (ii) your improper use of the CloudSkips website, (iii) your interaction with any User, use of any Skip service, including without limitation any injuries, losses or damages (whether compensatory, direct, incidental, consequential or otherwise) of any kind arising in connection with or as a result of such interaction (iv) your failure, or our failure at your direction, to accurately report, collect or remit Taxes, or (v) your breach of any laws, regulations or third party rights such as intellectual property or privacy rights.
18. Interpreting these Terms. Except as they may be supplemented by additional terms, conditions, policies, guidelines, standards, and in-product disclosures, these Terms constitute the entire agreement between CloudSkips and you pertaining to your access to or use of the CloudSkips website and supersede any and all prior oral or written understandings or agreements between CloudSkips and you. These Terms do not and are not intended to confer any rights or remedies upon anyone other than you and CloudSkips. If any provision of these Terms is held to be invalid or unenforceable, except as otherwise indicated, such provision will be struck and will not affect the validity and enforceability of the remaining provisions. Where the word 'will' is used in these Terms it connotes an obligation with the same meaning as 'shall.'

19. No Waiver. CloudSkips' failure to enforce any right or provision in these Terms will not constitute a waiver of such right or provision unless acknowledged and agreed to by us in writing. Except as expressly set forth in these Terms, the exercise by either party of any of its remedies under these Terms will be without prejudice to its other remedies under these Terms or otherwise permitted under law.
20. Assignment. You may not assign, transfer or delegate this agreement or your rights and obligations hereunder without CloudSkips' prior written consent. CloudSkips may without restriction assign, transfer or delegate this agreement and any rights and obligations hereunder, at its sole discretion, with 30 days' prior notice.
21. Notice. Unless specified otherwise, any notices or other communications to Users permitted or required under this agreement, will be provided electronically and given by CloudSkips via email, CloudSkips website notification, or any other contact method we enable and you provide. If a notification relates to a booking, you agree and acknowledge that such notifications via electronic means in lieu of a written statement, satisfies CloudSkips' obligations.
22. CloudSkips website information. Information made available through the CloudSkips website may be protected by copyright, trademark, and/or other laws. You acknowledge that all intellectual property rights for that information are the exclusive property of CloudSkips and/or its licensors and agree that you will not remove, alter or obscure any copyright, trademark, service mark or other proprietary rights notices. You may not use, copy, adapt, modify, prepare derivative works of, distribute, license, sell, transfer, publicly display, publicly perform, transmit, broadcast or otherwise exploit any information accessed through the CloudSkips website except to the extent you are the legal owner of that information or as expressly permitted in these Terms. Subject to your compliance with these Terms, CloudSkips grants you a limited, non-exclusive, non-sublicensable, revocable, non-transferable license to (i) download and use the website on your personal device(s); and (ii) access and view the information made available on or through the CloudSkips website and accessible to you, solely for your personal and non-commercial use.
23. Force Majeure. CloudSkips shall not be liable for any delay or failure to perform resulting from causes outside its reasonable control, including, but not limited to, acts of God, natural disasters, war, terrorism, riots, embargoes, acts of civil or military authorities, fire, floods, accidents, pandemics, epidemics or disease, strikes or shortages of transportation facilities, fuel, energy, labor or materials.
24. Emails. You will receive administrative communications from us using the email address or other contact information you provide for your CloudSkips account. Enrollment in additional email subscription programs will not affect the frequency of these administrative emails, though you should expect to receive additional emails specific to the program(s) to which you have subscribed. You may also receive promotional emails from us. No fee is charged for these promotional emails, but third-party data rates could apply.

25. Contact Us. If you have any questions about these Terms please email us at support@cloudskips.co.za.