Terms and Conditions

Capacity Connect (Pty) Ltd · Version v1.2.4-interim · Last updated 28 July 2026

1. INTRODUCTION AND PLATFORM OVERVIEW

Capacity Connect ("the Platform") is a business-to-business marketplace operated by Capacity Connect (Pty) Ltd ("Capacity Connect", "we", "us", "our"). The Platform connects accounting, audit, tax, and advisory firms that have spare professional capacity ("Capacity Providers" or "Providers") with firms that require additional professional resources ("Capacity Seekers" or "Seekers").

By registering on the Platform, you agree to be bound by these Terms and Conditions ("Terms"). If you do not agree to these Terms, you may not register for or use the Platform. These Terms constitute a legally binding agreement between you and Capacity Connect.

The Platform operates in the Republic of South Africa. Capacity Connect reserves the right to expand its geographic coverage in future at its discretion.

2. DEFINITIONS

In these Terms, unless the context indicates otherwise:

"Capacity Provider" or "Provider" means a registered accounting, audit, tax, or advisory firm that offers professional services capacity through the Platform.

"Capacity Seeker" or "Seeker" means a registered firm that sources additional professional capacity through the Platform.

"Engagement" means a contracted scope of work between a Provider and a Seeker, facilitated and governed by the Platform.

"Engagement Letter" means the document recording the scope, deliverables, timeline, milestones, and fees of a specific Engagement, signed by both the Provider and the Seeker on the Platform.

"Platform Fee" means the fee of 10% (ten percent) of the agreed Engagement fee, charged to the Seeker and retained by Capacity Connect.

"CC Reference" means the unique reference number assigned to each job posting in the format CC-[YEAR]-[NUMBER].

"Quote" means a formal pricing proposal submitted by a Provider in response to a quote request from a Seeker.

"Verification" means the process by which Capacity Connect reviews and approves a Provider or Seeker's registration, including validation of professional credentials, insurance, and regulatory compliance.

3. ACCOUNT CREATION AND VERIFICATION

3.1 To use the Platform, you must create an account by providing accurate and complete information including your name, firm name, country, phone number, and email address.

3.2 Email verification is required before accessing any Platform content.

3.3 After email verification, you must complete registration as a Capacity Provider, Capacity Seeker, or both. Access to Platform functionality is granted once the applicable registration steps are complete.

3.4 All Provider and Seeker registrations are subject to verification by Capacity Connect. Verification includes review of professional credentials, insurance documentation, and regulatory compliance. Capacity Connect may contact you where further information is required to complete verification.

3.5 You are responsible for maintaining the accuracy of your account information at all times. Providing false or misleading information is grounds for immediate account suspension.

3.6 You are responsible for all activity that occurs under your account. Keep your login credentials secure and notify us immediately of any unauthorised access.

4. PROVIDER OBLIGATIONS AND RESPONSIBILITIES

4.1 Providers warrant that all services delivered through Engagements sourced via the Platform shall comply with all applicable professional standards and regulatory requirements in their jurisdiction.

4.2 Providers shall maintain all required professional registrations, licences, and insurance policies (including Professional Indemnity insurance) for the duration of their registration on the Platform.

4.3 Providers shall keep their capacity availability, service offerings, and firm details up to date at all times. Inaccurate capacity information may result in loss of engagement opportunities.

4.4 Providers shall promptly notify Capacity Connect of any changes to their professional standing, disciplinary proceedings, or loss of insurance coverage.

4.5 Providers shall respond to quote requests, whether by submitting a Quote or declining, in a timely and professional manner.

4.6 Providers shall deliver all work to the standard described in the agreed Engagement Letter and within the agreed timeline.

4.7 Upon completion of an Engagement, the Provider shall mark the Engagement as complete on the Platform and cooperate with the dual sign-off process.

5. SEEKER OBLIGATIONS AND RESPONSIBILITIES

5.1 Seekers shall provide accurate and complete information when posting job requirements, including a clear description of the services required, expected timeline, budget range, and any specific requirements.

5.2 Seekers shall review and respond to Quotes and Engagement Letters in a timely manner.

5.3 Seekers shall make all payments within the agreed terms. The total amount payable includes the Provider's fee plus the Platform Fee of 10%.

5.4 Seekers shall cooperate with the dual sign-off process upon completion of an Engagement.

5.5 Seekers are responsible for reviewing all work product before final submission to their clients. The Provider delivers work to the Seeker, not directly to the Seeker's clients, unless otherwise agreed in the Engagement Letter.

6. JOB POSTINGS AND INTRODUCTIONS

6.1 A Seeker may post a job on the Platform describing the services required. Each job posting is assigned a CC Reference.

6.2 Capacity Connect may review job postings for completeness and compliance with these Terms, and may decline or remove any posting that does not comply.

6.3 Capacity Connect may present candidate Providers to a Seeker for a job posting. The manner in which candidate Providers are identified and presented is within Capacity Connect's discretion and may change from time to time.

6.4 Capacity Connect does not warrant that any candidate will be presented for a job posting, that any Provider will submit a Quote, or that any Engagement will result.

6.5 A Provider is only informed of a job when the Seeker requests a quote from them.

7. QUOTE AND ENGAGEMENT PROCESS

7.1 Once candidate Providers are presented, the Seeker may invite one or more of them to quote. A Provider who receives a quote request may submit a Quote detailing their proposed approach, timeline, and fee, or may decline the request. Declining a quote request carries no penalty and is not recorded against the Provider.

7.2 The Provider's fee is the amount the Provider will receive for delivering the Engagement. The Platform Fee of 10% is added on top and paid by the Seeker. The total amount the Seeker pays is the Provider's fee plus the Platform Fee.

7.3 Firm identities are visible to both parties on the Platform from the moment candidates are presented. Representative contact details are shared when the Seeker accepts a Quote (at which point an Engagement is

created) or through an accepted meeting under clause 7.4. [Payment-related sub-clauses pending review by Capacity Connect's commercial lawyer; see section 8.]

7.4 The Seeker may request a meeting with the Provider before accepting a Quote. Contact details are shared for this purpose when the Provider accepts the meeting.

7.5 Rejecting a Quote does not create any obligation on either party. The Seeker may accept a different Provider's Quote, stop accepting quotes, or withdraw the job posting.

7.6 Each Engagement is recorded in an Engagement Letter signed by both the Provider and the Seeker on the Platform. Neither party may vary the agreed scope, deliverables, timeline, milestones, or fees unilaterally; any variation must be agreed by both parties and recorded on the Platform.

8. PAYMENT TERMS

8.1 The platform operates in ZAR only. All amounts are stated and settled in South African Rand.

8.2 Each accepted milestone is invoiced in-platform. The Seeker receives two invoices per accepted milestone: a Provider invoice for the Provider's professional fee (and VAT, where the Provider is VAT-registered) and a Capacity Connect invoice for the 10% Platform Fee. Both invoices form part of the Seeker's payment obligation for that milestone.

8.3 The Seeker pays both invoices via a single Paystack transaction. Capacity Connect uses the payment processor's native split mechanic to route the Provider's portion to the Provider's bank account and Capacity Connect's portion to its own account, automatically and at the same time as the charge.

8.4 The Platform Fee is earned on a per-milestone basis. Fees collected on milestones that are subsequently cancelled, voided, or never accepted by the Seeker will be refunded as part of the engagement settlement (see §15).

8.5 [Detailed dispute handling, refund mechanics, and tax-invoice wording remain under review by Capacity Connect's commercial lawyer and will be finalised before public launch.]

9. PROHIBITED CONDUCT

9.1 Users shall not circumvent the Platform by taking Engagements sourced through Capacity Connect off-platform, whether before, during, or after an Engagement.

9.2 Users shall not contact Providers or Seekers discovered through the Platform for the purpose of arranging work outside the Platform for a period of 24 months from the date of last interaction.

9.3 Users shall not share login credentials, create multiple accounts, or allow unauthorised access to the Platform.

9.4 Users shall not submit false or misleading information, including inflated capacity claims, fabricated credentials, or deceptive job postings.

9.5 Users shall not engage in any conduct that could damage the reputation of Capacity Connect or other Platform users.

9.6 Users shall not attempt to reverse-engineer, scrape, or extract data from the Platform.

10. CONSEQUENCES OF CIRCUMVENTING THE PLATFORM

10.1 If Capacity Connect determines that a user has circumvented the Platform as described in Section 9, the following consequences apply:

10.2 Immediate suspension of the user's account pending investigation.

10.3 A penalty fee equal to the Platform Fee that would have been payable on any off-platform Engagements identified, calculated at 10% of the estimated Engagement value.

10.4 Permanent termination of the user's account at Capacity Connect's discretion.

10.5 Capacity Connect reserves the right to pursue legal action for recovery of lost fees and damages.

10.6 The non-circumvention obligation survives termination of the user's account for a period of 24 months.

11. CONFIDENTIALITY

11.1 Each Firm must keep confidential all non-public information of Capacity Connect and of any other Firm obtained through the platform, including business information, Job scope and requirements, Quotes and their contents, negotiations and Engagement content, and must use that information only for the purpose of participating in the platform and performing Engagements.

11.2 Benefit and enforcement between Firms. The obligation in this clause is owed by each Firm both to Capacity Connect and directly to every other Firm whose information it receives through the platform. This clause confers a benefit on each such other Firm (a stipulatio alteri), which each Firm accepts on its own acceptance of these Terms, so that a Firm whose information is disclosed or misused in breach of this clause may enforce it directly against the breaching Firm, without joining Capacity Connect.

11.3 The obligation applies whether or not an Engagement is concluded, and applies from the moment information is received, including Job details received with a request to quote.

11.4 The obligation survives for 12 (twelve) months after the later of the last receipt of the information and the end of the relevant Engagement, and survives termination of a Firm account for the same period.

11.5 The obligation does not apply to information that is or becomes public without breach, that was lawfully held before disclosure, or that must be disclosed by law, subject to reasonable notice where lawful.

11.6 Personal information within any disclosure must be processed in accordance with the Protection of Personal Information Act 4 of 2013 and the receiving Firm professional code.

12. INTELLECTUAL PROPERTY

12.1 All work product created during an Engagement belongs to the Seeker unless otherwise agreed in the Engagement Letter.

12.2 The Provider retains ownership of their proprietary methodologies, templates, and tools, and grants the Seeker a licence to use any such materials incorporated into the work product.

12.3 Capacity Connect retains all intellectual property rights in the Platform, including its software, systems, processes, branding, and user interface.

13. LIABILITY LIMITATIONS

13.1 Capacity Connect acts as an intermediary marketplace and does not itself provide professional accounting, audit, tax, or advisory services.

13.2 Capacity Connect shall not be liable for the quality, timeliness, or completeness of services rendered by any Provider.

13.3 Each Provider indemnifies Capacity Connect against any claims, damages, or losses arising from the Provider's services or breach of these Terms.

13.4 Capacity Connect's total liability under these Terms shall not exceed the Platform Fees received in the 12 (twelve) months preceding the claim.

13.5 Neither party shall be liable for indirect, consequential, or incidental damages.

14. DISPUTE RESOLUTION

14.1 In the event of a dispute between a Provider and a Seeker arising from an Engagement, the parties shall first attempt to resolve the matter through Capacity Connect's internal mediation process.

14.2 Either party may raise a dispute through the Platform. Capacity Connect will review the engagement history and facilitate resolution.

14.3 If internal mediation fails within 30 (thirty) days, the dispute shall be referred to an independent expert panel appointed by Capacity Connect.

14.4 The independent expert panel's decision shall be final and binding on both parties.

14.5 Costs of the independent expert panel shall be borne equally by the parties unless the panel determines otherwise.

15. NON-PAYMENT BY SEEKER

15.1 If a Seeker fails to make payment within 30 (thirty) days of the invoice date, Capacity Connect will send a formal demand.

15.2 If payment is not received within 14 (fourteen) days of the formal demand, Capacity Connect may suspend the Seeker's account and all active Engagements.

15.3 Interest on overdue amounts accrues at 2% per month from the due date.

15.4 Capacity Connect reserves the right to pursue legal action for recovery of outstanding amounts, including the Provider's fee and the Platform Fee.

15.5 The Provider shall not be penalised for non-payment by a Seeker. Capacity Connect will work with the Provider to resolve the situation.

16. ACCOUNT SUSPENSION AND TERMINATION

16.1 Either party may terminate their account by providing 30 (thirty) days' written notice.

16.2 Capacity Connect may immediately suspend or terminate a user's account in the event of: a material breach of these Terms, fraudulent activity, non-payment, or conduct that brings the Platform into disrepute.

16.3 Upon termination, all active Engagements must be completed or mutually cancelled. Outstanding payments remain due.

16.4 Capacity Connect may terminate the Platform or any part of it at any time with 90 (ninety) days' notice to registered users.

17. DATA PROTECTION AND PRIVACY

17.1 Both parties shall comply with all applicable South African data protection and privacy legislation, including the Protection of Personal Information Act 4 of 2013 (POPIA).

17.2 Capacity Connect processes personal data in accordance with POPIA and its Privacy Policy, published at www.capacity-connect.com/privacy, which forms part of these Terms.

17.3 Users consent to Capacity Connect processing their personal and firm data for the purposes of operating the Platform, facilitating Engagements between firms, communication, and compliance.

18. GOVERNING LAW

18.1 These Terms shall be governed by and construed in accordance with the laws of the Republic of South Africa.

18.2 The parties submit to the exclusive jurisdiction of the courts of South Africa for any disputes arising from these Terms, subject to the dispute resolution process in Section 14.

18.3 If any provision of these Terms is found to be invalid or unenforceable, the remaining provisions shall continue in full force and effect.

19. CONTACT DETAILS

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