

Source2Site Terms & Conditions of Use

Effective date: 26 May 2026

These Terms apply to:

- **all site visitors** (public website) and
- **all platform users** (Customers and Plant Providers).

1. Acceptance of Terms

By accessing the site or using the platform, you agree to these Terms and our Privacy Policy. If you do not agree, do not use the platform.

2. Definitions

- **Customer:** a company sourcing plant/equipment/services.
- **Plant Provider:** a company providing plant/equipment/operators/services.
- **Job Management:** the structured workflow where parties define scope, share documents, track milestones, upload POD, and manage payment steps.
- **POD:** proof of delivery / performance evidence as required by scope.
- **Platform Fees:** fees charged by Source2Site for platform operation.

3. Eligibility and Accounts

3.1 You must be authorised to act on behalf of your company.

3.2 You must provide accurate and current information and maintain it.

3.3 We may refuse, suspend, or terminate accounts to protect platform integrity, safety, or compliance.

4. Verification and onboarding

4.1 Access to core functionality may require verification (company, representatives, assets, operators, and supporting documents).

4.2 You authorise Source2Site to review submitted information and to request additional documentation.

4.3 Misrepresentation, falsified documents, or impersonation results in immediate suspension/termination and may be reported to relevant authorities.

5. Platform role (what we are / are not)

5.1 Source2Site is not the plant provider and does not perform, supervise, or guarantee the work.

5.2 Source2Site operates as a digital platform that facilitates equipment sourcing and job execution through workflow tools and an aggregator-style interface.

5.3 Source2Site does not process payments or hold client funds. All payment processing and settlement services, including holds, releases, payouts, and refunds, are provided by a licensed third-party payments partner (TPPP) under their applicable terms and conditions. By making or receiving payments through Source2Site, users agree to the TPPP's applicable terms and conditions.

5.4 Each party remains fully responsible for its obligations, performance, safety, legal and regulatory compliance, taxes, and any statutory or contractual requirements.

6. Deal formation and scope

6.1 A deal is formed when the parties confirm acceptance in the job management workflow and the required commitment/funding steps are completed (as shown by platform status).

6.2 The deal scope is defined by the job management scope and attachments.

6.3 Changes must be made in writing within the platform (deal amendments), unless Source2Site explicitly allows otherwise.

7. Payments, settlement, and timing

7.1 Payment methods. Payments are made through a licensed third-party payments partner (“TPPP”). Available methods may include pay-by-bank/EFT and any other methods the TPPP supports from time to time.

7.2 Payment processing and redirection. When you make or receive payments through the platform, you may be redirected to the TPPP (and/or your bank) to complete the transaction. Source2Site does not collect or process payment credentials.

7.3 Settlement timing. Settlement is not always instant. Pay-by-bank/EFT timing depends on the banking rails used and may be delayed unless real-time rails are available or it is an intra-bank transfer.

7.4 Platform Fees. Source2Site may charge platform fees to Customers and/or Plant Providers for use of the platform and related services. The applicable fee(s), how they are calculated, and when they apply are displayed during deal creation, acceptance, and/or funding.

7.5 TPPP fees and how they are shown. Payment processing fees charged by the TPPP may be incurred as part of transactions. We do not present these as a consumer-facing “TPPP fee” line item. Any fees shown to users in the platform are described as Source2Site fees (or platform fees) as applicable and disclosed at the point of payment or commitment.

7.6 TPPP role; no client money held by Source2Site. Payments on the platform are processed and settled by the licensed TPPP, which may provide services such as holds, releases, payouts, and refunds. Source2Site is not a payment service provider and does not hold client money. By making or receiving payments through the platform, you agree to the TPPP’s applicable terms, policies, and rules.

8. Cancellations, defaults, and penalties (at-fault only)

8.1 The platform applies **at-fault** cancellation rules only. There is no “mutual/no-fault” cancellation option.

8.2 A break-fee is used as a refundable commitment amount to protect both parties from pre-commencement cancellations and wasted time/cost. Break-fees become relevant only once a deal is committed (as shown in Manage Jobs).

8.3 If a party cancels or defaults after commitment but before work commences, the at-fault party’s break-fee (or the applicable break-fee pool for the deal) may be used to:

- compensate the non-defaulting party in accordance with the deal rules; and
- cover an admin portion (where applicable).

8.4 If work commences as agreed, break-fees are refunded in line with the deal rules (for example, after the platform’s post-commencement confirmation period).

8.5 Mobilisation/establishment costs are only payable if they were explicitly included as line items in the accepted offer/quote (or the accepted fixed-rate breakdown). No mobilisation or establishment fees may be claimed retroactively if they were not agreed upfront.

8.6 The exact break-fee amounts, refund conditions, compensation outcomes, and any applicable timelines for a deal are displayed in the Manage Jobs → Payments section and form part of the agreement between the parties.

9. POD, disputes, and resolution

9.1 **POD submission.** Plant Providers must upload POD and performance evidence as required by scope.

9.2 **Customer review.** Customers must review POD promptly and either approve completion or raise a dispute through the platform.

9.3 **Disputes.** If a dispute is raised, Source2Site will mediate as a process facilitator.

9.4 Payment disputes and “merchant-first” principle. If you have a concern about a payment, payout, refund, or settlement timing, you must first raise it through Source2Site’s in-app dispute/reporting process so we can investigate the deal record and coordinate with the counterparty. Where the issue relates to payment processing or banking rails, we may escalate the matter to the licensed third-party payments partner (TPPP) for support. You acknowledge that payment partner terms generally require transaction issues to be raised with the merchant/platform first, and the payment partner’s role is limited to processing and settlement support rather than adjudicating the underlying service performance.

9.5 Users must cooperate with reasonable information requests (including documents) to investigate disputes and suspected fraud.

10. User content, documents, and confidentiality

10.1 You retain ownership of your documents and content.

10.2 You grant Source2Site a limited licence to store, process, and display your documents to you, the counterparty (as permitted by deal rules), and admins for verification, audit, dispute handling, and compliance.

10.3 You must not upload content you do not have rights to share.

10.4 Sensitive documentation must be shared only through the platform (not email/WhatsApp) to preserve audit trails and reduce fraud risk.

11. Acceptable use (anti-fraud, no abuse)

You must not:

- impersonate another business/person,
- submit fraudulent documents,
- attempt to bypass verification or payment steps,
- use the platform for unlawful activity,
- harass or threaten other users,
- attempt to reverse engineer or interfere with platform security.

12. Communications and notices

12.1 Platform notices may be delivered via email and/or in-app notifications.

12.2 You consent to receive operational messages, verification decisions, and security notices.

13. Intellectual property

Source2Site trademarks, UI, workflows, and software are owned by Edureach360 (Pty) Ltd with registration number 2023/236508/07. Users may not copy or reuse them without permission.

14. Disclaimers and limitation of liability

14.1 Source2Site does not warrant uninterrupted access and may experience downtime.

14.2 Source2Site is not liable for losses caused by delays/failures in bank systems and settlement rails, These are external dependencies handled by our third-party payment partner. By making or receiving payments through the platform, users agree to the TPPP's applicable terms, policies, and rules.

14.3 To the maximum extent permitted by law, Source2Site is not liable for indirect or consequential damages (loss of profit, business interruption, etc.).

15. Indemnity

You indemnify Source2Site against claims arising from your breach of these Terms, fraud, misrepresentation, or unlawful conduct.

16. Termination

We may suspend/terminate access for breach, fraud, or risk concerns. You may stop using the platform at any time, subject to ongoing deal obligations.

17. Governing law

These Terms are governed by the laws of the Republic of South Africa.

18. Contact

For an legal, privacy or general support enquires, contact **info@source2site.co.za**