



## WELCOME TO NOMAD NOW

### TERMS & CONDITIONS

#### BACKGROUND

##### WHAT IS NOMAD NOW?

*Nomad Now is a web-based recruitment platform created to enable a faster and much more cost-effective method of interaction and transacting between Hirers and flexi or permanent workers. We will refer to all Hirers or Employers as Hirers from here onwards.*

*Sellers of Professional Services (including Freelancers, Independent Contractors, Consultants and Permanent workers or Candidates) and buyers of these Services (Hirers / Employers) transact directly online on Nomad Now.*

*In these Terms & Conditions, for convenience, we shall use the term 'Flexi worker' to include all forms of flexi work (e.g.: Freelancer, Independent Contractor or Consultant).*

***Nomad Now fees charged to Hirers are success-based and are 4% for Flexi workers and 5% for Permanent placements. This is ground-breaking in the industry and enables Hirers to achieve up to 70% cost savings.***

On the Nomad Now platform, Hirers **search or advertise** for and analyze Flexi worker and Permanent worker (i.e.: Talent) profiles, make approaches and engage online directly with Talent in order to engage their Services. Hirers use Nomad Now to fulfill their skills requirements for roles, tasks or projects or even to employ Talent on a permanent basis.

Flexi workers and Permanent workers on Nomad Now set their own prices for their Professional Services. **Hirers search using Nomad Now's predictive and powerful search and choice of filters or make use of our Job Ads which also effectively match the most relevant Talent to Ads.**

Our Flexi workers, Permanent workers and Hirers agree online to contractual terms between themselves relating to when, where and how the Flexi worker's or Permanent worker's specialist Services will be made available to the Hirer. Our users do so on an arms-length 'service provider-to-customer' basis. Nomad Now is not a party to such Transactions or Orders except insofar as to protect our rights to our fees.

Note that the Nomad Now platform is designed for Hirers to source Permanent workers, Independent Contractors, Consultants & Flexi workers who are **'Professionals' – performing work that requires deep specialist skills and training.**

Examples: Software Developers / Legal Advisors / Advertising or Media Creatives / Quants / Non-exec Directors / Risk Consultants / Engineers / Architects / Photographers / Accountants / Management Consultants / Economic Analysts / Coaches & Trainers / Compliance Professionals / Comms Advisers / Lab Analysts / Medical Practitioners / Labour Advisors / Tax Advisors / Wealth, Wellness and many more!

The platform is not designed or intended to suit all work-seekers.

## WHY NOMAD NOW?

### The answer is huge cost and time savings.

Hirers using Nomad Now have a need for critical on-demand skills that are often required at short notice. We enable Hirers to access skills quickly, predictably and very cost effectively. Our fees are disruptively low and enable Hirer savings of up to 70%.

Our advanced search algorithms ensure that Hirer search results are highly relevant and effective and can be personalised for every Hirer. Our Job Ads enable Hirers to post ads for flexible or permanent staff and select a required 'match' with Flexi worker or Permanent worker Profiles (e.g.: 80%-100). This is a huge time-saver.

Hirers can also customise profiles of their ideal Flexi workers by changing our applicable search criteria weightings. We apply Hirer weightings to rank their search results.

Hirers value our deep knowledge of specialist recruitment and our access to Paton Personnel's extensive advice and networks built up over 22 years.

Independent Contractors, Consultants and Flexi workers (let's call them all 'Flexi workers' for ease of use) benefit from our ability to make them visible to Hirers. Flexi workers are also attracted by Nomad Now's revenue admin and collection assistance. Flexi workers have traditionally struggled with Hirers that may pay late or even never, despite repeated requests for payment for their Flexi worker Services. *'It's your business!'*<sup>TM</sup>

Nomad Now is neither a jobs platform, job aggregator, nor a labour broker. We are a recruitment online marketplace.

Professional, independent Flexi workers using Nomad Now want the flexibility, freedom and diversity that the defined-period-and-purpose provision of their services provides. *Work. Your way*<sup>TM</sup>

Flexi workers appreciate that the Nomad Now platform is an integral tool that can assist their efforts as a sole proprietorship or small business. We create a platform for Hirers to search for and buy Flexi worker Services, increasing Flexi worker visibility to top companies who require *flexible or permanent* Professional Services. Importantly, our assistance in revenue collection for Flexi workers can improve Flexi worker's revenue collection times and reliability of payment.

In addition, we enable Hirers to hire Flexi workers or Permanent workers as permanent staff *all on one platform* and at ground-breaking low fees of 4-5%.

### NOMAD NOW BENEFITS TO HIRERS:

- Enormous cost and time-savings.
- No registration fees or ongoing monthly fees.
- Choice of how to engage skills. Hire Flexi worker Services or employ Permanent workers.
- 4% fees for Flexi workers Services. 5% fees for permanent placement of Permanent workers. Up to 70% savings.
- Seamless enablement of on-demand skills supplied by skilled Professional Flexi workers.
- Control search 'matches' and 'weight' search filter criteria.
- Place Job Ads or Service Ads and set required 'match' against Flexi worker or Permanent worker Profiles.
- Speed-to-transact – transact for professional services *within a few clicks*.
- Intelligent and adaptive searches - search results can be personalised and unique for every Hirer.
- Approach only Flexi workers or Permanent workers you choose to approach. No piles of CV's to deal with. Avoid unwanted approaches from applicants.
- Load your own Job Specs and our algorithms automatically find matches to Flexi workers and Permanent workers that fit the Job Spec. Choose your own level of match required. Conveniently sort your results by Price, Relevance etc.
- Set up internal Resourcing Teams with defined budgets and authority to place Orders.
- Meaningful reports and trends analysis.
- No back-and-forth or time-wasting through 3<sup>rd</sup> party agencies.
- Hirers often move their Flexi workers onto Nomad Now to ease their administration burdens.

- Nomad Now is useful as an admin vehicle for Interns and Grads applying to Hirers, Hirers often ‘push’ all Grad and Intern applicants to our platform.

## NOMAD NOW BENEFITS TO FLEXI WORKERS:

- No registration fees or ongoing monthly fees.
- ‘Visibility’! Nomad Now enables Hirers to ‘see’ Flexi workers and Permanent workers and their skills. *We bring Hirers to you!* At our low fee levels, you are assured that Hirers prefer the Nomad Now platform.
- Flexi workers are approached by Hirers with short-to-medium term Orders for their Professional Services. Permanent workers are approached for permanent positions (at no cost to the Permanent worker).
- Flexi workers have the freedom to accept, reject or negotiate Orders for their Services.
- Flexi workers choose which Hirers and on what terms they would like to provide their Services.
- We have eliminated the middleman. Flexi workers and Permanent workers decide on the Price for their Services to be paid by Hirers. *Nomad Now does not mark-up your Prices.*
- *‘It’s your business!’™*. Flexi workers can be self-employed and work for a variety of Hirers or, if they prefer, they can commit their time to one Hirer.
- Flexi workers can supply their Services on terms that are flexible (working regime, hours, office location, time off). A better way of life!
- Flexi workers can create professional Teams and offer team skills to Hirers.
- Simplicity of transacting.
- Outsourced administration – Nomad Now invoices Hirers and assists Flexi workers with revenue collections.
- Reduced stress of non-payment or late payment by Hirers.
- Nomad Now also enables temp-to-permanent placement of Flexi workers.

## DEFINITIONS RELATING TO FREELANCING & CONTRACTING

Note that throughout our platform we use the flexi-worker terms ‘Flexi worker’, ‘Consultant’ and ‘Independent Contractor’ interchangeably. As a user, please be aware that the words are at times used by Hirers ‘loosely’ but in some instances legal regulations applicable to each are very specific and the onus is on users of the Platform to research and abide by applicable regulations. See a widely used definition below.

### WHAT IS A FLEXI WORKER vs A CONTRACTOR?

**A Flexi worker is an Independent Contractor. A Flexi worker is usually a professional who is self-employed and who renders his services to a Hirer or various Hirers for an assignment or project.**

The Flexi worker enters into a contract directly with the Hirer in an ‘Order’ for Flexi worker Services and the contractual relationship is governed by the terms of that contract (Order) but may also be subject to prevailing, applicable Independent Contractor and Labour Laws if such arrangement falls within the scope of an employer / employee relationship and about which Nomad Now makes no representations and gives no guidance. The nature of the working relationship between Flexi worker and Hirer is determined by the actual circumstances that exist between them and applicable laws.

We note that in South Africa many Employers ‘disguise’ the real nature of actual employment relationships behind Labour Brokers and we strongly encourage Hirers to break this mould and to deploy talent in a transparent manner.

Flexi workers may work with multiple Hirers on a per-project basis, but more generally they work with one company at a time (exclusively) for a longer and specified period (the ‘contract’) and are paid by the hour. They may be contracting themselves out, and thus reporting their own taxes or they may be on the Hirer’s payroll, with the Hirer deducting pay-as-you-go taxes where required.

Nomad Now is suitable for both Flexi workers who trade in their own name as a sole proprietorship and those who trade as a small business as a partnership or corporate entity. The platform caters for Flexi workers who have a small business that is two to three employees, whether trading as a sole proprietorship, partnership, or corporate entity. This is achieved through our ‘**Flexi worker Teams**’ functionality. Note that it is critical that Flexi workers are seen by Hirers as individuals and not as companies whose employees may come and go. A Flexi

worker's success is largely driven by his/her reputation and the Platform ensures that the Flexi worker Service provided is inextricably linked to the Flexi worker him/herself.

## ARE FLEXI WORKERS, EMPLOYEES?

The following should not be regarded in any way as legal or other advice. Users of Nomad Now must conduct own research and consult own advisers on all aspects of issues related to employer / employee relationships and related legal requirements. Nomad Now does not make any representations in this regard and takes no responsibility for any reliance on any other information provided in relation to employment and employment law.

Applicable local law (case law and legislation) will determine whether Flexi workers and Independent Contractors are deemed to be employees of the Hirer or not, with the associated rights and obligations of employer and employee. Further, such relationships will determine whether the Hirer is obligated to deduct pay-as-you-earn taxes and other applicable levies from Flexi worker revenues.

Where Flexi workers earn more than the statutory benchmark minimum earnings (currently R 204 000 per annum in South Africa) the applicable law is more lenient in terms of not deeming Independent Contractors to be employees, but Flexi workers can still be deemed employees if certain criteria are met.

**By using Nomad Now, Flexi workers contract directly with Hirers in respect of their Services. Nomad Now is merely the facilitating platform that enables Hirers to view Flexi worker Profiles, engage with and transact online directly for their Services.**

Nomad Now also assists with the collection of Flexi worker revenues from Hirers.

## IS NOMAD NOW A LABOUR BROKER?

No, Nomad Now is a web-based platform that facilitates direct contact and transactions between Hirers and Flexi workers for the purchase of Flexi worker services. We do not employ Flexi workers, nor do we create the expectation of employment. We further, do not create any expectations of employment between Hirers and Flexi workers. Our Flexi workers and Hirers accept this upfront by using Nomad Now.

Nomad Now acts as Payment Agent between Hirer and Flexi worker.

Nomad Now does not in any way represent that Flexi workers will be treated as or qualify as employees or will benefit from any employee rights or protections whatsoever now or in the future from flexi work secured from Hirers on or through Nomad Now.

## A NOTE ON TAXATION

Income tax, VAT and other levies may apply to Flexi workers either as sole proprietors or through their corporate entities through which they contract. Flexi workers may be entitled to apply at their own instance or at the request of or through the Hirer, to the tax authorities for tax directives and supply these to Hirers.

Nomad Now does not express, imply or adopt any opinion on tax-related conditions that may apply to Flexi workers or Hirers or between Flexi workers and Hirers. Both Flexi workers and Hirers should seek their own advice on all tax-related issues and especially on the nature of the relationship between Flexi worker and Hirer that pertains to their specific Flexi worker / Hirer circumstances.

## NOMAD NOW TERMS & CONDITIONS

The following terms and conditions govern your access to and use of the Nomad Now platform, including any content, functionality and services offered on or through [www.nomadnow.co](http://www.nomadnow.co) (the 'Platform').

Please read the Terms & Conditions carefully before you start using the platform.

**By using the platform, registering as a user, opening an account or by clicking that you accept or agree to our Terms & Conditions when this option is made available to you, you fully accept and agree to be bound by and abide by our Terms & Conditions (and all updates) and our Privacy Policy, found here incorporated herein by**

**reference. If you do not agree to these Terms & Conditions or the Privacy Policy, you must not access or use the platform. Note that we do not apply new terms and conditions retrospectively.**

We may modify the platform Terms & Conditions from time to time without notice to you by posting revised Terms & Conditions on the platform with a new effective date. We include the effective date of our revised Terms & Conditions at the top of the Terms & Conditions. We encourage you to check our platform regularly to appraise yourself with current applicable terms in effect. By visiting the platform following any modifications to the platform Terms & Conditions, you agree to be bound by such changes and updates.

We may also introduce changes to Hirer and Flexi worker fees and terms as required by the development of our business and will give notice to Hirers and Flexi workers. We include the effective date of our adjustment to terms and such modifications shall take effect and be binding on Hirers and Flexi workers thirty (30) days after such notification.

This Platform is offered and available to users who are 18 years of age or older. If you are under 18 you may not use this Platform or the Nomad Now Services. By using this Platform, you represent and warrant that you are of legal age to form a binding contract and meet all the foregoing eligibility requirements. If you do not meet these requirements, you must not access or use the Nomad Now platform.

Our Customer Services team is available if you have any questions regarding the platform or Terms and Conditions. Contacting our Customer Services team can be performed by submitting a request [here](#), or making use of our Chat function visible on every page of our website.

*Nomad Now may make changes to its Terms & Conditions from time to time and at any time. When these changes are made, Nomad Now will make a new copy of the Terms & Conditions available on our platform landing page.*

## KEY NOMAD NOW TERMINOLOGY

Within Nomad Now's Platform, you will come across terms which are specific to Nomad Now. See the common terminology used on the Platform and respective definitions. More detailed explanations and usages of our terminology are provided throughout this FAQ document.

**Acceptance** of an Order occurs when a Flexi worker or Permanent worker accepts an Order placed by a Hirer.

**Ads are Job Ads or Service Ads** used by Hirers to attract applicants that meet the Hirer's required Job or Service Spec 'match' by Flexi worker or Permanent worker Profiles.

**An Accepted Order** is the Transaction or agreement concluded between a Hirer and Flexi worker for the provision of Flexi worker Services to the Hirer or between a Hirer and Permanent worker for the employment of a Permanent worker at the Hirer.

**An Amended Order** is used when Hirer and Flexi worker or Permanent worker wish to alter terms of a Flexi worker Services or Permanent Placement Order, once an Order has been Accepted (i.e.: is Open)

**Cancellation** is a request to cancel an Order and can be initiated by either Hirer or Flexi worker. Either Flexi worker or Hirer may cancel an Order for any reason:

- Within 48 hours of Acceptance of Order in the case of an Order up to 30 days in duration;
- Within 7 days of Acceptance of Order in the case of Orders over 30 days in duration.

**Permanent workers** are users, registered on the Nomad Now Platform or App and who offer their Professional Services to Hirers on a permanent (i.e.: employment) basis. Permanent workers may also offer Flexi worker Services on Nomad Now.

**A Hirer** is a registered Nomad Now Hirer user who can Order and make use of Flexi worker or Permanent Placement Services on Nomad Now. Hirers are users who search for and purchase any of the above Services (transact) through their access to and use of the Nomad Now platform.

**Collection Fees, Payment fees or Payment Agent fees** are the fees charged by Nomad Now to Hirers and Flexi workers for assistance in Flexi worker revenue payment and collection and related admin services.

**Commenced Orders** are Orders that have reached their Start Date.

**Commissions** are recruitment placement fees charged by Nomad Now to Hirers for the temporary or permanent placement of a Flexi worker. Recruitment Commissions only apply to permanent placements. Permanent workers placed in permanent positions do not pay any Nomad Now fees.

**Dashboards:** the Flexi worker Dashboard is on the [Flexi worker Home page](#) and the Hirer Dashboard is on the [Hirer Home Page](#). The Dashboard is the landing page and includes pages such as Profile, Search, Inbox, Calendar as well as Orders Completed, Star Rating, Response Time and Total Earnings/ Total Spend.

**Feedback** refers to Reviews and Ratings of and by Flexi workers and Hirers.

**Flexi workers, Independent Contractors and Consultants** are Flexi worker, Independent Contractor or Consultant users, registered on the Nomad Now Platform or App and who offer Professional Flexi worker Services to Hirers. The terms Flexi worker, Independent Contractor and Consultant are used loosely and interchangeably in the Platform to represent flexi workers. For convenience, we shall use the term Flexi workers in this Platform.

**Flexi worker Profile Page** is where the Flexi workers and Permanent workers describe their Professional Services, skills and qualifications, prices, working preferences and related requirements and where the Hirer may Order their Professional Services.

**Flexi worker Services** are Professional Services offered by Flexi workers, Independent Contractors or Consultants on Nomad Now.

**Inbox Order Correspondence** enables Hirers and Flexi workers to clarify items and issues related to the Order before or during an Order.

**Orders are 'Open'** once an **Inquiry** is '**Accepted**' or '**Concluded**' by Flexi worker and Hirer. Orders '**Commence**' on the Start Date i.e. when the Flexi worker starts to deliver Services. Orders are '**Complete**' once signed off as such by the Flexi worker (i.e. they click **Request Completion and Verification of Order**) and '**Verified as Completed**' once signed off by the Hirer or automatically signed off by Nomad Now.

**Instant Orders** are Orders placed by Hirers where the Flexi worker has enabled the Hirer to place an Order for Flexi worker Services without any negotiation required. This function allows for very fast and effective placing and accepting of Orders!

**Job Ads or Service Requests** refers to our powerful and unique method of enabling Hirers to place Adverts on Nomad Now that we automatically 'match' to appropriate Permanent workers and Flexi workers. Hirers set their own 'percentage match' requirement.

**Nomad Now Order Reference Number (NUM)** is a unique reference number assigned to each Order that appears in the column next to the status bar.

**Nomad Now User Protection Policy** describes Nomad Now's efforts to keep user information private and secure.

**An Open Order** is an Order that has been Placed by a Hirer and Accepted by the Flexi worker.

**An Order** in Nomad Now terminology means a Transaction related to or for Flexi worker Services agreed to between Flexi worker and Hirer. It represents an agreement between a Hirer and Flexi worker(s) to purchase Flexi worker Services. Terms include:

- Starting and Ending Date
- Inclusion (or not) of Weekends and Holidays
- Description of Services required
- Payout option (bi-weekly, weekly or monthly)
- Rate of pay (per hour)
- Applicability of overtime
- Location
- Any additional Contract related to the Order, that is included (via an upload) by the Hirer.

**An Order** may also be for the permanent placement of a Permanent worker in the employ of the Hirer.

**An Inquiry** is an expression of interest expressed by a Hirer in a Flexi worker or Permanent worker by clicking on Inquiry on a Flexi worker or Permanent worker's Profile. It is the 1<sup>st</sup> step in Hirers commencing Order proceedings. Such Inquiries are not binding between Hirer and Flexi worker or Permanent worker. Note that Inquiries do create rights for Nomad Now related to protection of introductions of Flexi workers and Permanent workers, to Hirers.

**Professional Services** are Services offered on Nomad Now's Platform by Flexi workers and Permanent workers to Hirers. For example, the offering of legal advisory, accounting, forensic investigating, business analysis or C# software development Services to a Hirer. The list of Flexi worker Services that may be offered is very broad, but all Services are specialist and professional services.

**Ratings:** Flexi workers are awarded ratings (1 – 5 Nomad Now Stars) by Hirers on Completion of their Order, based on inputs by their Hirers. Hirers also earn ratings, based on Flexi worker feedback on Orders.

**Reviews:** Hirers and Flexi workers provide Reviews by commenting on their overall Order experience.

**Response time** is the average response time based on the last 30 days of your activity.

**Revenues** are the monies Flexi workers earn, paid by Hirers, for Completed Orders and are paid to Flexi workers via Nomad Now, nett of platform charges for acting as Payment Agent. Permanent workers do not earn Revenues on Nomad Now – on successful Order for their Services, they become permanent employees of Hirers.

**Skills References** are quick, effective assessments and endorsements of *particular technical skills* requested by Flexi workers and Permanent workers from Referees. Such Skills References are done online for convenience and efficiency and take 1-2 minutes.

**Teams may refer to Teams of Flexi workers**, who jointly offer Services to Hirers under the leadership of a Team Leader or to Hirer Teams, consisting of an Account Manager and Additional Users who can transact on behalf of the Hirer.

**Teams may also refer to Teams at Hirers.** A Hirer Account Manager may appoint and authorise team members with varying authority and budget to Transact on the platform.

**Transactions:** Flexi workers sell their professional Services to Hirers in transactions called Orders. Permanent workers are employed by Hirers in Orders.

## OVERVIEW OF MAIN TERMS

- Only registered users may transact on Nomad Now.
- Registration is free.
- Flexi worker and Permanent worker Services on Nomad Now are offered at any price set by the Flexi worker or Permanent worker.
- Hirers search for or place Job Ads for and select their preferred provider(s) of selected Services.
- Hirers place Orders for Flexi worker Services, which, when accepted by Flexi workers, become binding contracts. Hirers also make offers of Permanent Employment to Permanent workers and Flexi workers.
- Hirers and providers of Services (Flexi and Perm workers) contract directly between themselves for the provision of Services.
- **Users are prohibited from by-passing the Nomad Now platform in any attempt to avoid platform charges.**

### ORDERS:

- Orders are created by Hirers through the [Services Page](#) found on a [Flexi worker's Profile](#).
- Flexi workers must fulfill their service obligations (contained in their Order by the Hirer).
- Cancelling Orders will affect Flexi workers' or Permanent workers' reputation and rating.

- Flexi workers earn Ratings based on their performance and reputation. Higher ratings could provide benefits, including higher attainable prices for their Services and repeat business.
- **Users may not offer or accept payments using any method other than placing an Order through Nomad Now.**
- **Users agree not to by-pass Nomad Now in respect of Nomad Now Flexi workers and Permanent workers and not to approach or contact (for the defined protection period set out below), directly or indirectly, Nomad Now Flexi workers, Permanent workers or Nomad Now Hirers, resulting in a loss of revenues to Nomad Now.**
- Hirers are granted all rights in respect of the delivered Flexi worker Services unless otherwise specified by the Flexi worker on their Flexi worker Profile Page and specifically agreed with the Hirer. Note: some Flexi workers charge additional payments for Commercial Use Licenses.

## COMMENCEMENT AND COMPLETION OF ORDERS:

Once the Order is **Accepted**, Flexi workers must **'Commence'** delivery of their Flexi worker Services and fulfil their Order(s) as described in their **Order** description.

When a Flexi worker completes the Order, they click **Request Completion and Verification of Order**. The Hirer is notified and has 72 hours to mark the **Order as Completed & Verified**, *failing which the Order will autocomplete*. Flexi workers and Hirers have 30 days within which to provide feedback or edit feedback.

## NOMAD NOW FEES:

### ➤ APPLICABLE TO FLEXI WORKER ORDERS:

- ✓ Fees
  - Nomad Now charges Hirers a payment agent fee (commission) of 4% of the Order value (plus VAT) on the purchasing of Flexi worker Services (i.e.: on an Order).
- ✓ Nomad Now acts as Payment agent and assists Flexi workers with collection services and charges Flexi workers a 4% (plus VAT) fee for this assistance in revenue collection, acting as a Payment Agent. Nomad Now deducts this fee from Flexi worker revenues collected from Hirers on behalf of Flexi workers, before transferring revenues to Flexi workers. Such fee also covers related services provided by Nomad Now, such as invoicing and Payments.
- ✓ **Note in respect of by-passing the platform:** in the event that a Hirer pays a Flexi worker for his/her Services, 'offline', i.e.: pays the Flexi worker directly or outside of the Platform, the above fee payable by the Hirer to Nomad Now will be 20%, due and payable on the same terms as applicable to our normal fees.
- ✓ Guarantees
  - Nomad Now does not provide any guarantee in respect of a Flexi worker's Order with the Hirer and shall not be liable for any loss, damage or injury to person, business or property of the Hirer from whatsoever cause, arising directly or indirectly from any act or omission of a Flexi worker introduced by Nomad Now.

### ➤ APPLICABLE TO PERMANENT PLACEMENTS:

- ✓ Fees
  - A placement fee payable by the Hirer to Nomad Now for the introduction to and permanent placement of a Flexi worker or Permanent worker at the Hirer shall be earned by Nomad Now upon the commencement of the Flexi worker's permanent employment with the Hirer. The fee shall comprise 5% of the Permanent Placement 'Order' Price (i.e.: annual total cost-to-company remuneration), plus VAT.
- ✓ Payment Terms
  - Payment terms applicable to Hirers for such permanent placements are 30 days from date of invoice.
- ✓ Note in respect of on-placements
  - In instances where a Hirer 'on-places' a Flexi worker at a 3<sup>rd</sup> party on a permanent placement basis, such Hirer will be deemed to have employed the Flexi worker permanently and the 5% Permanent Placement fee will be due to Nomad Now by the Hirer on the above 30-day payment terms.

- ✓ **Note in respect of by-passing the Platform:** in the event that a Hirer pays Services, 'offline', i.e.: pays the Talent directly or outside of the Platform, the above fee payable by the Hirer to Nomad Now will be 20%, due and payable on the same terms as applicable to our normal fees.
- ✓ Guarantees
  - Nomad Now does not provide any guarantee in respect of a permanent placement with the Hirer and shall not be liable for any loss, damage or injury to person, business or property of the Hirer from whatsoever cause, arising directly or indirectly from any act or omission of the Talent introduced through Nomad Now.

➤ **RECOGNITION & PROTECTION OF NOMAD NOW INTRODUCTIONS OF FLEXI WORKERS AND PERMANENT WORKERS:**

The Hirer and Flexi worker will be liable to Nomad Now for the full fee(s) referred to above if the Flexi worker or Permanent worker is Ordered or employed following or triggered by a Nomad Now platform interaction between the Hirer and the Flexi worker or Permanent worker, irrespective of when the Flexi worker commences Services or the Permanent worker commences employment with the Hirer, provided that such commencement occurs within 9 months of the Job Ad, Search or Inquiry (that yielded such Flexi worker or Permanent worker).

Note that the test as to whether Nomad Now was the trigger for the Hirer making use of the Flexi worker Services or employment of the Permanent worker is this: *if the Hirer was not already in an actual recruitment process (e.g.: an interview) with such Flexi worker or Permanent worker then the Hirer and Flexi worker agree that Nomad Now was the effective cause of the Hirer and Flexi worker making use of the Flexi worker Services or the employment of the Permanent worker and the Nomad Now fee will be due and payable by the Hirer.*

➤ **FEE AVOIDANCE and NON-SOLICITATION OF NOMAD NOW HIRERS & FLEXI WORKERS**

Nomad Now provides a valued service offering by enabling Flexi workers and Permanent workers to be visible to Hirers and by enabling Hirers to search for, engage with and transact online for Flexi worker Services and Permanent staff.

In return, to the extent consistent with SA law, Flexi workers and Permanent workers shall not engage with or solicit a Nomad Now Hirer or accept a permanent or flexible role as a Permanent worker or Flexi worker respectively, directly with a Hirer, or a party introduced by such Hirer who was introduced to Flexi workers or Permanent workers by Nomad Now, for a period of one 9 months from the date of the introduction. The reciprocal obligation applies to Hirers. Such Hirers are obligated to pay Nomad Now the recruitment fee or payment agent fee applicable to such permanent or flexi-role introduction.

The terms of Orders placed by Hirers must reflect the actual remuneration paid by Hirers to Flexi workers or Permanent workers. Any manipulation or adjustment of Order values by Hirer and/or Flexi worker or Permanent worker to reduce Platform fees, is strictly forbidden and implicated users will be removed from the Platform and Nomad Now will pursue its contracted fees from the party(ies) through legal action.

An introduction of a Permanent worker or Flexi worker by Nomad Now to a Hirer shall be deemed to have occurred when such Permanent worker or Flexi worker has initiated contact with a Hirer or when a Hirer has initiated contact with such Permanent worker or Flexi worker through the Nomad Now platform, irrespective whether there is a response to the initiated contact and irrespective whether the contact or any response is initiated or conducted through the platform or otherwise.

## INVOICING:

Once an Order is placed between the Flexi worker and Hirer, the Hirer will receive a Flexi worker invoice from Nomad Now on behalf of the Flexi worker, for the use of the Flexi worker Services. Such invoice will include Nomad Now's fee (plus VAT) due to Nomad Now by the Hirer.

**Payment terms applicable to Hirers are a maximum of 30 days.** If, for example, an Order is 2 weeks in duration, the invoice will be due within 30 days from Commencement of Order. In the event of Orders longer than 30 days in duration, ongoing monthly Hirer payments apply, on 30-day terms from date of invoices which will be generated every 30 days from commencement date of Order for the duration of the Order.

On payment to Nomad Now by the Hirer in respect of the Flexi worker Revenues, a separate invoice is automatically generated by Nomad Now and issued to the Flexi worker, for Nomad Now payment agent and related services performed by Nomad Now on behalf of the Flexi worker.

Payment terms applicable to Flexi workers on such invoices are 'payment on invoice'. Nomad Now automatically and immediately deducts its Payment agent fees (plus VAT) on collection of Flexi worker Revenues from Hirers.

**Note:**

In instances where payment is made to Flexi workers by Hirers offshore (outside of South Africa) there may be additional bank or forex charges incurred by Nomad Now as payment agent acting on behalf of the Flexi worker and we reserve the right to deduct these from the net amount payable to the Flexi worker.

**Note:**

Flexi workers and Permanent workers may not use the Nomad Now Inbox / Correspondence feature in any way to invoice Hirers. Nomad Now acts as exclusive payment agent for users. Any attempt to avoid Nomad Now fees in this way could lead to de-registration of a Flexi worker, Permanent worker and/or Hirer by Nomad Now as well as legal action for recovery of fees.

**Note:**

*Nomad Now does not assume responsibility for Hirers paying for Flexi worker Services on time or at all. By making use of Nomad Now's payments and collections assistance for Flexi workers, we anticipate that Flexi workers may be paid more reliably and, on average, faster than Flexi workers invoicing and billing Hirers directly but we make no guarantees in this regard and Flexi workers and Hirers acknowledge that they may not hold Nomad Now liable for any loss or damages of any nature related to collections and payments or non-payments.*

## **PAYMENTS:**

**Flexi worker revenues:** Acting as payment agent, Hirers make payments of Flexi worker Order revenues to Nomad Now which receives Flexi worker revenues on behalf of Flexi workers and in the name of the Flexi worker. Nomad Now will pay such revenues to Flexi workers once received from the Hirer and by no later than the next applicable Wednesday, as long as a period of 48 hours has elapsed since receipt of Flexi worker revenues from the Hirer. See details on timing of Payments from Hirers and to Flexi workers below.

*Note that the above payment timing assumes that the Hirer and Flexi worker are not in a dispute over delivery of the Services and that payments have not been suspended by Nomad Now (for other reasons related to a breach of Nomad Now terms). Note also that there can be timing exceptions due to SA banking system clearance periods. Nomad Now cannot be responsible for any delays in payments from Hirers or to Flexi workers.*

## **SUMMARY OF PAYMENT TIMING BY HIRERS / TO FLEXI WORKERS:**

HIRERS PAY MONTHLY FOR FLEXI WORKER SERVICES RENDERED.

IN INSTANCES OF ORDERS OF LESS THAN 30 DAYS, PAYMENT BY HIRERS FOLLOWS COMPLETION OF ORDER AND 30-DAY PAYMENT TERMS APPLY.

FOR ORDERS OF LONGER DURATION, ONGOING MONTHLY HIRER PAYMENTS APPLY, DUE 30 DAYS FROM DATE OF INVOICE. INVOICES FOR SUCH ORDERS ARE GENERATED EVERY 30 DAYS FROM COMMENCEMENT DATE OF ORDER, FOR THE DURATION OF THE ORDER.

NOMAD NOW ASSISTS IN COLLECTING FLEXI WORKER REVENUES ON BEHALF OF FLEXI WORKERS AS THEIR PAYMENT AGENT AND TRANSFERS PAYMENTS TO FLEXI WORKERS WHEN PAID BY HIRERS AND WHEN DUE TO FLEXI WORKERS. SUCH TRANSFERS TAKE PLACE ON WEDNESDAYS.

## FLEXI WORKER TERMS OVERVIEW

### BASICS:

- Flexi workers display their Professional Flexi worker Services on Nomad Now to enable Hirers to purchase their Services.
- Hirers may customize their offers for Professional Flexi worker Services.
- **For each Order, on successful completion by the Flexi worker, consequent payment by the Hirer and collection of revenues by Nomad Now, Nomad Now (acting as Payment Agent) transfers the Order revenues to the Flexi worker after deducting Nomad Now's Payment agent fees of 4% (plus VAT). See detail regarding fees applicable to off-platform transactions on page 10.**
- See our Orders section of this document for a definition of a Completed Order.
- If an Order is cancelled by the Hirer (for any reason), outstanding Flexi worker Service revenues in respect of Services already delivered (up until cancellation) will be paid to the Flexi worker by Nomad Now on the Wednesday following receipt of such funds from the Hirer.
- If there is an additional agreement regarding Notice Period Pay in the (optional and uploaded) Hirer Contract that amends or supplements the terms of the Order, the Notice Period pay agreed between Hirer and Flexi worker, will also be paid on the Wednesday following receipt of such funds from the Hirer.
- A Flexi worker's rating is calculated based on the performance reviews posted by Hirers. High Ratings could enable Flexi workers to quote higher prices and achieve more favourable Order terms. *It's your business!™*. Aim for top ratings through high performance
- For security reasons, Nomad Now may temporarily disable a Flexi worker's ability to receive revenue to prevent fraudulent or illicit activity. This may occur due to deemed security issues, improper behaviour reported by Hirers, or associating multiple Nomad Now accounts to a single withdrawal provider.

### FLEXI WORKER SERVICES

- Flexi workers and Permanent workers list their Professional Flexi worker Services on their **Services page** of their Profile.
- Flexi worker Services may be removed by Nomad Now for violations of these Terms & Conditions, which may include (but are not limited to) the following violations or infringements:
  - ✓ Illegal or fraudulent Services;
  - ✓ Content that demeans or diminishes the professional reputation or image of Nomad Now;
  - ✓ Copyright Infringement, Trademark Infringement, and violation of a third party's Terms & Conditions reported through our Intellectual Property Policy;
  - ✓ Adult oriented Services, Pornographic, Inappropriate/Obscene;
  - ✓ Spam, Nonsense, or Violent Flexi worker Services;
  - ✓ Flexi worker Services misleading to Hirers;
  - ✓ Selling of goods.
- Flexi worker Services that are removed for above-mentioned violations may result in the suspension of the Flexi worker's account.
- Flexi worker Services that are removed for violations are not eligible to be restored or edited.
- Flexi worker Services may be removed from our Search feature due to poor performance and/or user misconduct as reported by Hirers.
- Flexi worker Services may contain an approved Professional Services Video uploaded onto their [Personal Gallery](#)
- Any statements on your Flexi worker Profile Page that undermine or circumvent these Terms & Conditions are prohibited.
- Flexi worker Services may be priced by Flexi workers at any price at their discretion.
- Flexi workers may offer their Services in structured formats with multiple prices per Professional Service (e.g.: Java development at R 650 per hour but c++ development at R 450 per hour).
- Nomad Now does not provide a dispute resolution service and may not be held accountable or responsible for any disagreement, dispute, loss or damages to either Flexi worker, Permanent worker or Hirer in making use of Nomad Now and in transactions between Flexi workers, Permanent workers and Hirers. Users accept and agree in advance that they may not lodge any form of claim or redress

against Nomad Now arising out of disputes or claims between users or claims against Nomad Now related to use of the Platform or our services.

## FLEXI WORKER NON-DISCLOSURE

You guarantee that you are competent and qualified to properly carry out the Services that you undertake for, or offer to, Hirers on this platform.

Should it, after a Hirer has placed an Order for you, be established that there has been material non-disclosure, misleading or incorrect information given by you to the Hirer, which is of a material nature, you agree that the Hirer reserves the right to terminate the Order for your Services with immediate effect. "Material", includes, amongst other things, issues relating to honesty, integrity, trustworthiness, and issues relating to your work experience, abilities, qualifications but also includes issues relating to your identity, credit standing (only where relevant by law) and legal status (including rights to work and criminal status).

Should it, after a Hirer has placed an Order for your permanent placement, be established that there has been material non-disclosure, misleading or incorrect information given by you to the Hirer which is of a material nature, you agree that the Hirer reserves the right to terminate the placement with immediate effect. "Material" includes, amongst other things, issues relating to honesty, integrity, trustworthiness and issues relating to your work experience, abilities, qualifications but also includes issues relating to your identity, credit standing (only where relevant by law) and legal status (including rights to work and criminal status).

## FLEXI WORKER RATINGS

Nomad Now provides a boost for small business - especially owner-managed businesses. We seek to empower Flexi workers with helpful tools to grow their own business. Flexi workers who perform well, deliver on time and maintain high Ratings may be rewarded with special opportunities and benefits (not in beta version).

- Nomad Now Flexi workers earn ratings based on the Hirer's inputs on their performance, Hirer reviews and number of orders.
- Changes in Ratings are automatically updated after completion of each Flexi worker Order and Hirer rating of the Flexi worker.
- The Ratings that a Flexi worker can achieve are 1-5 Nomad Now Stars. 5 Nomad Now Stars reflects a top-rated Flexi worker.
- Feedback Reviews provided by Hirers when Verifying a Completed Order are an essential part of Nomad Now's rating system. Reviews demonstrate the Hirer's overall experience with the Flexi workers and their Service
- Feedback is weighted to achieve an overall rating calculated as follows:
  - ✓ Overall Delivery & Hirer satisfaction (50% weighting)
  - ✓ Demonstration of required technical skills (20% weighting)
  - ✓ Demonstration of required soft skills (20% weighting)
  - ✓ Accuracy of Flexi worker's Nomad Now Skills Profile (10% weighting)
- Flexi workers who cannot maintain their high quality of Service, or who experience a severe drop in Ratings, or who stop delivering on time, risk a declining Flexi worker rating and the advantages that come with it. For example, late or inadequate or sub-standard Delivery or warnings to Nomad Now about the Flexi worker's performance; and cancellations due to poor performance can cause a Flexi worker to drop to a lower Rating.
- By signing up with and using Nomad Now, the Flexi worker fully accepts Nomad Now's Rating methodology and agrees that he/she shall have no recourse of any nature against Nomad Now related to Flexi worker's ratings.
- Hirers are encouraged to communicate to the Flexi worker any concerns experienced during their active Order regarding the Service provided by the Flexi worker through the mechanism of the Order Inbox.
- Hirer feedback given through Nomad Now's Rating functionality that accompanies the Hirer Rating of the Flexi worker is a prerogative of a Hirer and at the Hirer's discretion. Feedback Reviews will not be removed unless there are clear violations of our Terms & Conditions. Nomad Now is not and cannot be responsible for Remarks made by Hirers.
- Note that Ratings and Reviews are made by the Hirer after the Flexi worker has marked an Order as Complete.

- To prevent any misuse of our Rating system, all such feedback must come from legitimate Orders executed exclusively through the Nomad Now platform from Nomad Now users within our Community. Orders that are 'arranged' and/or that Nomad Now decides (at their discretion) are artificial and designed to enhance Flexi worker Ratings or to abuse the Nomad Now platform with Orders from additional accounts, will result in a permanent suspension of all related accounts.
- Ratings made by Hirers are publicly displayed on a Flexi worker's Profile Page. Hirers have the option not to include a (text box) Review of the Flexi worker's Delivery, but to still rate the Service (i.e.: using the Star ratings).
- Cancellation of an Order does not automatically remove feedback unless mutually agreed between Hirer and Flexi worker. There is no option to provide feedback if an order is cancelled.
- Withholding by the Flexi worker of the delivery of Services, files, or information required to complete the Order with the intent to gain favorable reviews or additional Services is prohibited.
- Users may leave reviews on Orders up to 30 days after an Order is marked as Complete. No new reviews may be added to an Order after 30 days.
- Flexi workers may not solicit the removal of reviews from their Hirers through mutual cancellations or contact.

## TOP-RATED FLEXI WORKERS

- Top Rated Flexi workers are chosen automatically using Nomad Now algorithms and at Nomad Now's discretion, manually, by Nomad Now editors through an ongoing review process based on:
  - ✓ Price at which Orders are concluded (and repeated).
  - ✓ Volume of Orders.
  - ✓ Extremely high Ratings.
  - ✓ Exceptional customer feedback.
  - ✓ High Order completion rate.

Top rated Flexi workers can gain access to Higher Nomad Now search result prominence.

- Top Rated Flexi worker eligibility is monitored and evaluated by Nomad Now to ensure quality standards and that Nomad Now expectations are maintained. Top Rated Flexi workers who do not maintain their high-quality Service through a material drop in Ratings or Service Delivery which may be evidenced by (for example) not delivering on time, increased cancellation rate or violations of Nomad Now's Terms & Conditions, risk losing their Top rating and associated benefits.

## ORDER CORRESPONDENCE BETWEEN HIRER AND FLEXI WORKER

- Once a Hirer places an Inquiry for Flexi worker Services, the Hirer and Flexi worker can correspond regarding their Order to address specific items through their **Order Correspondence Inbox**.  
*Note: Nomad Now is designed for Hirer-initiated contact only. We enable our Hirers to accurately and selectively engage with Flexi workers and Permanent workers whom they perceive as offering the preferred Service that the Hirer requires.*
- Flexi workers may not use the Correspondence to materially alter their Services or as an opportunity to 'sell' diverse, unrelated or different Orders to the Hirer. Nomad Now aims to protect Hirers from unsolicited and direct approaches and sales or marketing of any kind.
- Services provided through Changing Order Details or Amended Orders may also not violate Nomad Now's Terms & Conditions.

## AMENDING ORDERS – 2 SCENARIOS

### BEFORE ACCEPTANCE OF ORDER:

- Up until the Order has been Accepted, Hirers do have the ability to modify the Order by clicking '**Modify Order Details**' or '**Change Inquiry Details**' on the Order Details page. Note that the current Order will be cancelled, and an entirely new Order will commence.

## AFTER ACCEPTANCE OF ORDER:

- Alternatively, if the Order has already been **Accepted**, the Hirer may **Amend an Order** (which behind-the-scenes amounts to creating a completely new Order and closing the original Order). How can this be achieved?
  - ✓ Under **Order Details**, the Hirer simply needs to click **Amend Order** and the **Flexi worker Services page** will appear. The Hirer can place a new **Order** for Services with new Order Details.
  - ✓ Following the above **Amendment of an Order** (and consequent premature closing of existing Order), Nomad Now will generate notifications of Cancellation of the previous Order.

Services provided through Amending Existing Orders may not violate Nomad Now's Terms & Conditions and particularly may not be used to bypass the Nomad Now platform.

## HIRER TERMS OVERVIEW

### BASICS

- Nomad Now is designed to enable Hirers to search and/or advertise and selectively approach Nomad Now Professional Flexi workers and Permanent workers to secure their Services through an 'Order' either for a defined period or permanently.
- Nomad Now is a platform for buying and selling of Professional Flexi worker & Independent Contractor Services as well as for recruiting of Permanent Staff.
- We enable Hirers to connect directly with providers of Flexi worker Services and to transact for such Services. We assist and empower our Flexi workers by helping them offer their Services directly to a large Hirer base, and without their fees being 'capped' by Labour Brokers.
- Hirers either **search or advertise** for specific Professional Flexi worker Services from Nomad Now Flexi workers using our search algorithms and then engage with selected / preferred Flexi workers to transact for such Flexi worker Services.
- Our search algorithms ensure that search results are personalised, adaptive, and unique for every Hirer. Hirers can make use of search criteria weightings to influence search results.
- **The entire offer, acceptance and Order completion process is performed through the Nomad Now platform.**
- Hirers may not offer directly or indirectly, payments to Flexi workers using payments or payment systems outside of the Nomad Now Order system. In other (more direct!) words – you may not bypass Nomad Now to make use of or gain access to Flexi worker Services offered on the Platform, for example, by transacting outside of Nomad Now.
- Hirers may request any Professional Flexi worker Service offered by any Flexi worker on Nomad Now.

### VAT CHARGES

This paragraph applies to Hirers located in South Africa. Where a Flexi worker is VAT registered in South Africa, the fee charged by the Flexi worker to the Hirer will be 'plus VAT' where applicable. A VAT compliant invoice will be provided to Hirers. The same applies to other jurisdictions where Nomad Now is legally obligated to apply VAT charges.

## TRANSACTIONING ON NOMAD NOW

### BASICS

- Hirers transact on a Flexi worker's Profile Page using the **Submit an Inquiry** or the **Instant Order** button on the Flexi worker Services page.
- In summary, the transacting process is as follows:
  - ✓ Hirer either conducts a **Search** or places a **Job or Services Request Ad** for its preferred Flexi worker or Permanent worker.
  - ✓ Hirer expresses interest in a Flexi worker or Permanent worker by clicking on **Submit an Inquiry**.

- ✓ Hirer completes the **Inquiry** (which is non-binding between Flexi worker and Hirer) and is required to click Accept on the Nomad Now Terms & Conditions in order to proceed.
  - ✓ Hirer reviews the Order before clicking on **Submit Inquiry**.
  - ✓ Flexi worker or Permanent worker responds with **'Pre-Approve Inquiry', 'Correspond' or 'Reject Inquiry'**
  - ✓ Hirer and Freelance or Permanent worker reach consensus on the terms of the Order
  - ✓ Hirer is given another opportunity to review and check that all Order details are correct and then ticks **Place Order**, indicating agreement to the Order terms displayed.
  - ✓ Flexi worker **Accepts the Order**.
  - ✓ The Order is then concluded and is **'Open'** pending **'Commencement of Order'**, i.e.: when Flexi worker commences delivering Flexi worker Services at the agreed **Starting Date**.
- Late payments by Hirers will result in Flexi workers receiving their Revenues late and this is contrary to both the spirit and the letter of Nomad's Terms & Conditions with our Hirers. As revenue collection periods are so critical to Flexi workers (particularly as individuals or small businesses), we assist in collections of their Revenues. We do not guarantee collections of Order revenues from Hirers.
  - You may not offer or encourage Flexi workers to pay, or make payment using any method other than through the Nomad Now platform or to Nomad's dedicated account for such Flexi worker payments. In case you have been asked to use an alternative payment method, please report it immediately to Customer Services [here](#).
  - To protect against fraud, unauthorized Orders (such as money laundering), claims or other liabilities, we do not collect credit information; but allow our payment vendors to collect information for collecting payments from Hirers on the App for transferring payments to Flexi workers on the App. We are not exposed to the payment information provided to our payment vendors and this information is subject to the privacy policy applicable to the payment vendor. Please see our **Privacy Policy** in our **FAQ**.
  - Once an Order is Accepted (i.e.: Flexi worker accepts the Hirer Inquiry), the Order will be created and given a unique **Nomad Now Order Reference number (NUM)**.
  - Flexi workers signify completion of Services using the **Request Completion and Verification of Order button** (located on the Open Order Page).
  - Use of the **Request Completion and Verification of Order button** may not be abused by Flexi workers to circumvent Order guidelines described in this Terms & Conditions.
  - Using the **Request Completion and Verification of Order button** when an Order was not fulfilled may result in a cancellation of that Order and a subsequent Review that will negatively affect the Flexi worker's rating and may also result in a warning to Flexi worker and possible removal from the Nomad Now platform.
  - An Order is complete after the Flexi worker ticks **Request Completion and Verification of Order** AND the Hirer ticks **Order Completed & Verified**.
  - An Order will be automatically marked as Complete even if the Flexi worker is not rated (on the Flexi worker Services provided) by the Hirer (provided that no request for modification by the Hirer was submitted) 72 hours after marked as Complete by the Flexi worker by sending a **Request for Completion and Verification of Order** to the Hirer.
  - We encourage our Hirers and Flexi workers to try and settle issues or possible disputes amongst themselves.
  - Nomad Now provides tips in FAQ's on possible issues of disagreement that may arise between Flexi worker and Hirer. In respect of issues or disputes both Flexi worker and Hirer have agreed to be bound by the Nomad Now Terms & Conditions which are freely available and evident under **Conflict and Resolution Tips** in our FAQ.
  - Nomad Now does not provide a dispute resolution service or give advice on disputes or their resolution and may not be held accountable or responsible for any disagreement, loss or damage to either the Flexi worker or Hirer in making use of Nomad Now and/or through or related to transactions between Flexi workers and Hirers. Flexi workers and Hirers accept and agree in advance that they may not lodge any form of claim or redress against Nomad Now.

If you encounter illegal or non-authorized usage of the Nomad Now platform, users can contact Nomad Now Customer Services [here](#).

## ACCEPTANCE OF ORDERS & DELIVERY OF SERVICES

- When a Hirer places an Order for a Flexi worker or Permanent worker's Professional Services, the Flexi worker or Permanent worker is notified by email as well as notifications on the platform through Inbox located under the menu on the left-hand side of the screen, while logged into his/her account.
- In response to an **Inquiry**, Flexi workers or Permanent workers may be asked by the Hirer to provide information on the Hirer's specific Service requests via **Order Correspondence**.
- Most information relevant to Hirer requests should already be visible to Hirers in the Flexi worker's Profile when the Flexi worker completes the information required to complete his/her Profile.
- After completion of a Flexi worker Services Order, Flexi workers must indicate completion using the **Request Completion and Verification button** (located on the [Flexi worker Order Page](#)).
- In some Orders that comprise or require the 'delivery' of documents, spreadsheets, media or other files, these will be attached and sent to the Hirer using the Upload function in the **Order Correspondence**. After such upload, the Flexi worker will then click 'Request Completion and Verification of Order' for the Hirer to approve.

## PAYMENT METHODS BY HIRERS

There are several ways Hirers can pay for Services on Nomad Now. Choose the option which best suits you. *Note: Hirers may transact with both South-African and non-South African Flexi workers and Permanent workers.*

Below are the payment methods currently available on Nomad Now. We hope to expand these in due course, especially when the world frees itself from expensive card-linked forms of payment.

**Nomad Now Hirer online payment methods – simply click on the relevant link/URL on your Nomad Now invoice:**

- **Pay via electronic EFT through the trusted Sage Pay payment gateway integrated into our Nomad Now platform (South Africa only).**
- **Pay via manual EFT (local and international).**
- **PayPal. This payment method can be used by Hirers for payments to SA and non-SA Flexi workers. Note that we have to charge Hirers a small additional fee to cover the PayPal merchant cost to Nomad Now.**

**Note that in all instances, Order Revenues are paid by Hirers to Nomad Now before being transferred to the Flexi worker.**

### Using Sage Pay:

You can connect your Sage Pay account as a saved payment method, to make payment faster, without having to fill-in your credentials every time.

## CANCELLATION OF ORDERS

We have set out below, the Nomad Now **standard cancellation terms**. Note that Hirers and Flexi workers are free to agree on different cancellation terms as long as they record such terms via Inbox Correspondence or upload such terms in a document / contract on the Hirer "Contracts" page.

### A - CANCELLATION PRIOR TO COMMENCEMENT OF ORDER:

Either Flexi worker or Hirer may cancel an Order for any reason:

- ✓ Within 48 hours of **Acceptance of Order** (by Hirer and Flexi worker) in the case of an Order up to 30 days in duration; or
- ✓ Within 7 days of **Acceptance of Order** (by Hirer and Flexi worker) in the case of Orders over 30 days in duration.

## B - CANCELLATION AFTER COMMENCEMENT OF ORDER

Either Flexi worker or Hirer may cancel an Order for any reason:

- ✓ **Within 48 hours of Commencement of an Order** (by Hirer and Flexi worker) in the case of an Order up to 30 days in duration; or
- ✓ **Within 7 days of Commencement of an Order** (by Hirer or Flexi worker) in the case of an Orders over 30 days in duration.

In the above instances *Hirers* will still incur the Nomad Now fee, despite the cancellation of the Order by the Hirer. In the event that the Flexi worker cancelled the Order, the Hirer will not incur the Nomad Now placement fee. Such cancellations could have a negative effect on the cancelling party's rating.

## C - WHAT HAPPENS WHEN AN ORDER IS CANCELLED?

If an Order is cancelled (for any reason), any revenues collected by Nomad Now from the Hirer flowing from that Order, but not yet paid to the Flexi worker due to the Cancellation, will be credited to the Hirer's account and held over for future Orders or, on request by the Hirer be refunded by Nomad Now to the Hirer:

- ✓ Less any applicable Nomad Now fee; and
- ✓ Less the applicable Flexi worker Notice pay payable in lieu of Notice at the option of the Hirer (i.e.: either 48 hours or 7 days depending on whether the Order was for a period of up to 30 days or longer than 30 days).

Should an Order be cancelled for any reason, neither party will have any further rights and/or obligations with regards thereto, except for those rights and/or obligations that survive its termination, such as an Obligation to pay the Flexi worker for services rendered or goods delivered.

Hirers will still incur the Nomad Now fee, despite cancellation of an Order by the Hirer. If the Flexi worker cancelled the Order, the Hirer will not incur the Nomad Now fee.

*Note that Cancellations will have a negative effect on the Flexi worker or Hirer's respective rating if they were the cancelling party.*

## D - MUTUAL CANCELLATION:

- ✓ Nomad Now also enables Hirers and Flexi workers to Mutually Cancel an Order at any time after commencement of the Order.
- ✓ The above Mutual Cancellation option requires Hirers and Flexi workers to act in good faith. The mechanism may not be used as a method of bypassing the Nomad Now Platform and if users misuse it to achieve this end, Nomad Now may disqualify such users from using the Platform as well as seeking to recover lost income from both parties and users agree that this may be on a joint and several liability basis.
- ✓ We like to regard Mutual Cancellation as a crucial and open-minded freedom between Flexi worker and Hirer but note that prevailing Labour Legislation may override any contractual rights agreed to between the Flexi worker and Hirer and such risk is borne purely by the contracting parties to the Order, which are Hirer and Flexi worker.
- ✓ Both parties (Flexi workers and Hirers) use the platform knowing and accepting in advance that they may benefit from and rely on such flexibility that such terms would provide and that this mutual understanding will boost Flexi worker transacting between providers and takers of Professional Services.
- ✓ We encourage a way of working together where buyers and sellers of services exercise a degree of 'meeting halfway' via mutual consent in terms of allowing the other party to withdraw from an Order.
- ✓ Hirers may use the Order Correspondence Inbox feature during the Service Delivery period, to communicate issues to the Flexi worker, if the Flexi worker Service Delivery does not match the Flexi workers' description of their Services on the Flexi worker Profile or if the Flexi worker Service provided does not match the requirements sent by the Hirer to the Flexi worker as described in the Order.
- ✓ Hirers reversing or attempting to reverse a payment through their payment provider or bank are in violation of these Terms & Conditions. Doing so may result in the Hirer account being temporarily disabled to investigate possible security violations.

- ✓ Nomad Now reserves the right to cancel Orders or place funds on hold for any suspected fraudulent Orders made on the platform.
- ✓ If an Order is cancelled (for any reason), the funds paid to Nomad Now on behalf of a Flexi worker for Flexi worker Services not yet delivered, will be refunded to the Hirer on request by the Hirer or failing that, held over and applied to the Hirer's next Order if sufficient to pay for the entire Order.

## PLATFORM NOTIFICATIONS & AUTOMATIC ORDER CANCELLATIONS

Automatic Order cancellations may be applied by Nomad Now in certain circumstances for quality control and fairness purposes.

**Note:** Nomad Now notifies users of activity on their account. This is usually Platform Notifications or activity (correspondence) generated by Hirers, Flexi workers or Permanent workers. It is **essential that users respond to such notifications as soon as possible** in order to increase probability of successful Orders and to use the Platform effectively and also to maintain a high Response Rate and Rating.

- ✓ **Inactivity Notifications:**
  - ✓ Messages sent but Unseen:
    - If a **platform Notification** remains 'unseen' for 12 hours, the recipient will receive Standard Push notifications after 12 hours, every 24 hours for 7 days or until the Notification is viewed.
  - ✓ Messages sent and Seen:
    - If a **platform Notification** has been 'seen' but not responded to, the recipient will receive Standard Push notifications after 12 hours, every 24 hours for 7 days or until a response is provided.
- ✓ **Correspondence between users:**
  - ✓ Users are advised by the Platform when they receive correspondence from another user. If such correspondence remains 'unseen' after 12 hours, they will receive Standard Push notifications to read such correspondence every 24 hours for 3 days.
- ✓ **Approval of Inquiries and Order Notifications:**
  - ✓ Where an Inquiry or Order has been made by a Hirer for a Flexi worker or Permanent worker and the recipient of Platform **Inquiry or Order Notifications** does not respond within 12 hours, the Platform sends reminder Standard Push notifications for 7 days, drawing the attention of the party to respond to the Inquiry.
  - ✓ If, after the above 7-day period, the recipient has still not responded to the Platform Notification, the **Inquiry or Order will be cancelled**. *Note: such lack of response does affect your rating.*
- ✓ **Orders Already placed:**
  - ✓ Nomad Now sends Standard Push notifications every 24 hours for 3 working days. If the user does not reply within 72 hours (excluding weekends) of that period, they are emailed to inform them that if they do not reply within 5 working days, the Order will be cancelled.
- ✓ **Cancellation of Active Orders** (after Order Acceptance but before the Flexi worker completes the Service):
  - ✓ The Flexi worker is a Late Start and unresponsive for more than 48 hours after the Order is marked as Late (not in beta version). In these instances (until our next version is released) the Hirer should contact us at [help@nomadnow.co](mailto:help@nomadnow.co) alerting us to this issue or use the online Chat visible on-screen.
  - ✓ Users are abusive towards the other party through threats of low Ratings or other leverage against each other.
  - ✓ Flexi workers supplied or included copyright/trademark infringing materials as part of their delivery of the Hirer requirements.
  - ✓ The user is no longer an active Nomad Now user due to Terms & Conditions violations or closure of their account.
- ✓ **Cancellation of Completed Orders** (after the Flexi worker clicks **Request Completion and Verification of Order** and before the Order is marked by the Hirer as **Order Completed & Verified**):

- ✓ The Flexi worker attempts to extend the Delivery due date to complete the requested Service without providing the final delivered Service to Hirers.  
*Note: Multiple reported offences will result in permanent suspension of your account.*
  - ✓ The Flexi worker requests additional payments, on or off the Nomad Now platform, by withholding the final Delivery of Services directly related to the agreed requirements.
  - ✓ The Flexi worker is withholding final Delivery of Services for improved Flexi worker Ratings.
  - ✓ Hirers who abuse the Request Revisions function to gain more Services from Flexi workers beyond the agreed requirements.
  - ✓ Hirers who threaten to leave a damaging review to gain more Services from the Flexi worker not related to the agreed requirements.
- ✓ **Cancellation of Orders Verified as Completed Orders** (after the Flexi worker clicks **Request Completion and Verification of Order** and Hirer has clicked **Order Completed & Verified** and before the 72-hour limitation):
    - ✓ Users who have been reported to use copyright/trademark infringing materials after verification and with proof.
    - ✓ Note: Terms of Commercial use are found on the [Flexi worker's Profile Page](#) and cannot be retrospectively included once the Order is completed.
    - ✓ Nomad Now Customer Services will review cases of Order Delivery manipulation that prevent Hirers and Flexi workers from fully utilizing our Customer Services that enabled the Order to be marked as complete.

*Note: cancellations in the above instances will negatively affect such user's rating.*

## REFUNDS

- Nomad Now does not automatically refund Hirer payments made for cancelled Orders. Funds from Order cancellations are held by Nomad Now as a credit for the Hirer and are available for future Orders on Nomad Now.
- If an Order is legitimately (the Hirer is not in breach of the Platform terms relating to cancellations and bypassing of the Platform) and correctly cancelled, any Hirer funds not yet paid to the Flexi worker will, on request by the Hirer be refunded to the Hirer (less Nomad Now's fee) in the form of an account credit to be used in future Orders. The Hirer's total balance can be found next to their username on the top menu in the right corner or the [Hirer Dashboard page](#).
- Additionally, when an Order is cancelled, Hirers may in some cases, no longer retain the rights to use any of the Services or the items delivered to them (if applicable). All transfer and assignment of intellectual property to the Hirer shall be subject to full payment for the Order and the Services delivered by the Flexi worker may not be used if payment is cancelled for any reason.
- To prevent fraud and abuse, we limit the total amount of times users can request a payment provider refund from their account. This is subject to review by our Customer Services team. Such refunds may be subject to an additional fee. If any processing fees were added at the time of purchase to create a new Order, the processing fee portion of that payment will not be refunded.

## HIRERS INVITING OWN TALENT

Nomad Now brings convenience to Resourcing teams, enabling all Talent to be stored online and all Recruitment processes to be conducted in one place, from Sourcing to obtaining hiring permissions to offer and acceptance.

We created an easy-to-use **'Invite Talent'** feature that enables Hirers to send quick invitations online but also records and recognises Hirer introduction of Talent. Why? Hirers qualify for lower fees when Ordering Talent which they introduced. This fee reduction applies for a period of 9 months from date of activation of such Talent and fee rate is agreed with Nomad Now ([admin@nomadnow.co](mailto:admin@nomadnow.co)).

The 'Invite Talent' feature is located in the left menu of the Hirer profile.

## USER CONDUCT AND PROTECTION

Nomad Now maintains a friendly, community-spirited and professional environment. Users should maintain and respect that spirit while using the Nomad Now platform. This section relates to the expected conduct users should adhere to while interacting with each other on Nomad Now.

To report a violation of our Terms & Conditions, User Misconduct, or inquiries regarding your account, please contact our **Customer Services team** [here](#).

We care about your privacy. You can read our Privacy Policy [in our FAQ section](#). Our Privacy Policy is a part of these Terms & Conditions and incorporated herein by reference.

#### Basics:

- To protect our users' privacy, Flexi worker personal details are kept anonymous.
- Requesting or providing email or other contact addresses, Skype/IM usernames, telephone numbers or any other personal contact details to communicate outside of Nomad Now to circumvent or abuse any Nomad Now messaging systems or the Nomad Now platform is not permitted.
- Once a Hirer has placed an Order or Inquiry and the Flexi worker or Permanent worker has accepted such Order, the Hirer may request that the Flexi worker or Permanent worker reveal relevant confidential information to the Hirer *for the purposes of the Hirer implementing the Order*. For example, the Flexi worker or Permanent worker may be called upon to provide employment-related or other contractual documentation for the Order (or following the Order) to perform necessary and allowable credibility checks on the Flexi worker. Examples of such information requests may include Tax Number or ID number.
- Any necessary exchange of personal information required to continue a Service may be exchanged through the **Correspondence Inbox** between Hirer and Flexi worker.
- The Nomad Now platform contains personal information (as defined in the Protection of Personal Information Act, 2013 ('POPI') belonging to and entered by users. Nomad Now does not warrant the correctness or accuracy of information entered by users on Nomad Now.
- Nomad Now is authorized by users (Flexi workers and Permanent workers) to disclose their personal information to Hirers for processing as defined in the above legislation. Users may not collect, store or use such personal information for any purpose and in any way contrary to such authorization by the users or legislation.
- **You agree to comply with privacy legislation in relation to any personal information that you obtain from the Nomad Now platform.**
- You indemnify Nomad Now against any claim by any third party or user, arising from or in connection with your processing of personal information obtained from the Nomad Now database.
- Nomad Now does not provide any guarantee of the level of Service offered to Hirers or Flexi workers. We also provide no warranty with respect to the Flexi worker Services, their delivery, and any communications between Hirers and Flexi workers. We encourage users to take advantage of our rating system, our community and to apply common sense in choosing appropriate Flexi worker Services offers.
- By offering a Service, the Flexi worker undertakes and guarantees that he/she has appropriate skills, experience, ability, permissions, rights and/or licenses to provide the Services that the Flexi worker offers/ed on Nomad Now. Flexi workers offering their Professional Services online must comply with Nomad Now Terms & Conditions. Failing to do so may result in removal of the Professional Services and may lead to the suspension of Flexi worker's account.
- **Flexi workers hereby specifically consent to Hirers making use of their personal information entered by such Flexi workers for processing as defined in the above POPI legislation and to give effect to the stated purposes of the Platform.**
- Nomad Now does not provide protection for users who interact outside of the Nomad Now platform.
- All information and file exchanges must be performed exclusively on Nomad Now's platform.
- Rude, abusive, improper language, or violent messages sent to users will not be tolerated and may result in an account warning or the suspension/removal of your account.
- Nomad Now reserves the right to put any account on hold or permanently disable accounts due to breach of our Terms & Conditions or due to any illegal or inappropriate use of the platform or Services brought to our attention.
- Users with disabled accounts will not be able to make use of Nomad Now.
- Users who have violated our Terms & Conditions and had their account disabled may contact our [Customer Services](#) team for more information surrounding the violation and status of their account.
- Users must be able to verify their account ownership through Customer Services by providing documents, identification and correspondence that prove ownership of that account to the satisfaction of Nomad Now.
- **YOU UNDERSTAND AND AGREE THAT IF YOU USE NOMAD NOW AFTER THE DATE ON WHICH THE TERMS & CONDITIONS HAVE CHANGED, NOMAD NOW WILL TREAT YOUR USE AS ACCEPTANCE OF THE UPDATED TERMS & CONDITIONS.** Further, Nomad Now will post notice of updates to Terms & Conditions that are visible to you on logging in to Nomad Now and by doing so, you agree to have been

properly notified of such updated Terms & Conditions and that by continuing, you accept such updated Terms & Conditions.

- Uploaded Content ('UC') by Nomad Now users refers to the content added and/or uploaded by users of Nomad Now in contemplation of or arising from or out of the performance of their work with a Hirer. All UC uploaded to Nomad Now by Hirers and Flexi workers is not reviewed or screened by Nomad Now. You agree with the above and you agree that inappropriate or content may be removed or disabled at Nomad Now's discretion.

## Restrictions

- Users with the intention to (or who have the effect of) defame competing Flexi workers or Hirers will have their reviews / comments removed or further account rating related actions determined by review by our Customer Services team
- Users must not spam or solicit previous Hirers or Flexi workers to pursue removing/modifying reviews or cancelling Orders that do not align with Order Cancellation or Feedback policies or to solicit additional Services.

## Reporting Violations

If you come across any content that may violate our Terms & Conditions, you should report it to us through Customer Services as outlined in our Terms & Conditions. Cases are reviewed by **Customer Services**. To protect individual privacy, the results of the investigation are not shared. You can review our Privacy Policy for more information.

## Violations

Users may receive a warning on their account for violations of our Terms & Conditions or any user misconduct reported to **Customer Service**. A warning will be sent to the user's email address and will be displayed for such user on the Platform. Warnings do not limit account activity but can lead to your account losing Flexi worker ratings or becoming permanently disabled depending on the extent and severity of the violation.

## NON-PERMITTED USAGE

**Adult Services & Pornography:** Nomad Now does not allow any exchange of adult-oriented or pornographic materials and Services.

**Inappropriate Behaviour & Language:** Communication on Nomad Now should be friendly, constructive, and professional. Nomad Now condemns bullying, harassment, and hate speech towards others. We allow users a medium for which messages are exchanged between Flexi workers and Hirers and, a structure to rate Orders. We value such feedback and comments to further improve our offering.

**Phishing and Spam:** Nomad Now takes the matter of its members' security seriously. Any attempts to publish or send malicious content with the intent to compromise another member's account or computer infrastructure is strictly prohibited. Please respect our members' privacy by not contacting them for commercial purposes outside of the intents and purposes of Nomad Now.

**Privacy & Identity:** You may not publish or post other people's private and confidential information. Any personal information exchange required for the completion of a Service must be provided within an Order and via Order Correspondence. Flexi workers further, confirm, that whatever information they receive from the Hirer, which is not public domain, shall not be used for any purpose whatsoever other than for the delivery of the work to the Hirer and will be treated as confidential. Any users who engage and communicate outside of Nomad Now will not be protected by our Terms & Conditions.

**Fraud / Unlawful Use:** You may not use Nomad Now for any unlawful purposes or to conduct illegal activities.

## ABUSE AND SPAM

**Multiple Accounts:** To prevent fraud and abuse, users are limited to one active account. Any additional account determined to be created to circumvent guidelines, promote competitive advantages, or mislead the Nomad Now community will be disabled. Mass account creation may result in disabling of all related accounts. Note: any violations of Nomad Now's Terms & Conditions are cause for permanent suspension of all accounts.

**Selling Accounts:** You may not buy or sell Nomad Now accounts.

## CAN NOMAD NOW CANCEL MY ACCOUNT?

Nomad Now may cancel, deactivate, or suspend a user's account.

An account may be temporarily deactivated due to low response rate, acceptance rate or poor reviews. To reactivate your account in these instances, steps will be outlined in an email sent to you advising you of the account cancellation or deactivation.

Nomad Now periodically reviews accounts and assesses whether any accounts should be deactivated in order to uphold high standards and also our undertaking to users in the Nomad Now Community. We may also deactivate accounts due to breaches of our Terms & Conditions. Nomad Now may deactivate, suspend your account, and/or prevent your access the Nomad Now platform.

Pending Orders or even Orders already accepted may be cancelled by Nomad Now. We may advise Hirers that an Order has been cancelled and if appropriate, we may refund (credit) a Hirer in full, from a particular Flexi worker's revenue, regardless of the cancellation terms agreed between Flexi worker and the Hirer.

Note that the Nomad Now platform is designed for Hirers to source Permanent workers, Independent Contractors, Consultants & Freelancers (i.e.: collectively Flexi workers) who are **'Professionals' – performing work that requires deep specialist skills and training.**

Examples: Software Developers / Legal Advisors / Advertising or Media Creatives / Quants / Non-exec Directors / Risk Consultants / Engineers / Architects / Photographers / Accountants / Management Consultants / Economic Analysts / Coaches & Trainers / Compliance Professionals / Comms Advisers / Lab Analysts / Medical Practitioners / Labour Advisors / Tax Advisers / Wealth, Wellness and many more!

## DISCLAIMER

YOUR USE OF THE NOMAD NOW PLATFORM, ITS CONTENT AND ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE IS DONE AT YOUR OWN RISK AND IS PROVIDED ON AN 'AS IS' BASIS, WITHOUT ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. NEITHER NOMAD NOW NOR ANY PERSON ASSOCIATED WITH NOMAD NOW MAKES ANY WARRANTY OR REPRESENTATION WITH RESPECT TO THE COMPLETENESS, EFFECTIVENESS, SECURITY, RELIABILITY, QUALITY, ACCURACY OR AVAILABILITY OF THE APP OR WEBSITE.

## LIMITATION OF LIABILITY

NOMAD NOW, ITS AFFILIATES, SERVICE PROVIDERS, EMPLOYEES, AGENTS, OFFICERS OR DIRECTORS WILL NOT UNDER ANY CIRCUMSTANCES BE LIABLE FOR DAMAGES OF ANY KIND ARISING OUT OF OR IN CONNECTION WITH THE USE, OR INABILITY TO USE NOMAD NOW, INCLUDING DAMAGES OF A SPECIAL OR CONSEQUENTIAL TYPE, INCLUDING BUT NOT LIMITED TO, LOSS OF PROFITS, LOSS OF DATA, AND WHETHER CAUSED BY DELICT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT OR OTHERWISE.