

Swifly — Privacy Policy

Effective Date: 27 September 2026

Swifly (“we”, “us”, “our”) is a South African on-demand services marketplace. We connect customers who need everyday services done with verified professionals in their area. We are a black-owned South African company, building first in Midrand and expanding area by area across Gauteng and beyond.

This Privacy Policy explains what personal information we collect, why we collect it, how we use it, who we share it with, and what rights you have under South African law, including the Protection of Personal Information Act 2013 (POPIA).

1. Information We Collect

We collect the following types of personal information, depending on whether you are a customer or a provider:

- Identity & contact details: Full name, phone number, email address, and area or suburb.
- Service requests (customers): The service you need, description of the job, location, photos if you choose to upload, timing preferences, and any notes you provide.
- Provider application details: Services you offer, years of experience, transport access, availability, whether you work for yourself or an employer, whether you have worked for customers before, whether you are comfortable visiting customers at their homes or businesses, how you heard about Swifly, and your motivation for joining.
- Verification documents: A copy of your South African identity document (ID book or card), proof of residence, driver's licence (optional), CV or references (optional), and proof of qualification where the service requires it (e.g. tutoring, personal training, formal trade skills).
- Payments: Customers currently pay providers the full agreed job price in cash, directly after the service. Swifly does not currently collect or hold customer payments or bank or card details.
- Communication & activity: Messages, job status updates, confirmations, and records of your interactions with the platform.

2. How We Use Your Information

We use your personal information only for the purposes for which it was collected, and for related purposes that you would reasonably expect:

- To match customers with providers in their area.
- To verify provider identity, address, and service capability before approving them to work on Swifly.
- To manage job requests, track job progress, and confirm completion.
- To support job requests and service delivery. Customers pay providers directly in cash; Swifly does not currently process or hold payments.
- To communicate with you about your application, job, or account.
- To improve the platform, understand demand, and expand to new areas responsibly.
- To comply with legal and regulatory obligations, including South African law.

3. Legal Basis for Processing (POPIA)

We process your personal information on one or more of the following legal bases under POPIA:

- Consent: Where you have expressly agreed, for example by submitting a provider application, creating an account, or consenting to receive communications.
- Performance of a contract: We process personal information to provide requested services or match customers with providers.

- Legitimate interest: Where processing is necessary for a legitimate interest of ours or a third party, balanced against your rights, for example fraud prevention, safety, and platform integrity.
- Legal obligation: Where processing is required by law, for example keeping records necessary for tax, dispute resolution, or regulatory compliance.

4. Sharing of Your Information

We do not sell your personal information. We share information only when necessary to deliver our service or as required by law:

- Providers: When a provider accepts a job, they receive the information they need to complete it — such as the customer's location, job description, and agreed timing. They do not receive your full personal profile unless necessary for the service.
- Cash payments: Customers pay providers directly in cash. Swifly does not currently process payments or receive bank or card details.
- Swifly staff & administrators: Our team accesses personal information to review applications, manage jobs, handle disputes, and maintain the platform. Access is restricted to those who need it.
- Legal & regulatory: We may disclose information if required by law, a court order, or to protect the safety of customers, providers, or the platform.

We are a South African company. Your personal information is processed and stored in South Africa. We do not transfer your personal information to foreign countries unless required by law or by a service provider operating under appropriate safeguards.

5. Data Security

We take reasonable technical and organisational measures to protect your personal information against unauthorised access, loss, or damage. These include:

- Secure storage of application data and documents.
- Restricted access to personal information on a need-to-know basis.
- Secure storage of personal and service information.
- Regular review of our security practices as the platform grows.

No system is completely secure. If we become aware of a security breach that affects your personal information, we will take reasonable steps to address it and, where required by law, notify you and the Information Regulator.

6. Data Retention

We retain your personal information only for as long as necessary for the purposes set out in this policy, or as required by law. This includes:

- Keeping provider application and verification records while you are active on the platform, and for a reasonable period afterwards.
- Keeping job records and communications for dispute resolution and legal compliance.
- Retaining information as required by South African law, including tax and consumer protection obligations.

When information is no longer needed, we delete or anonymise it in line with our retention practices.

7. Your Rights (POPIA)

Under POPIA, you have the right to:

- Be informed about what personal information we hold and how we use it.

- Request access to the personal information we hold about you.
- Request correction of inaccurate or incomplete information.
- Request deletion of your personal information, subject to legal and contractual retention obligations.
- Object to processing on legitimate interest grounds, subject to your rights and our obligations.
- Lodge a complaint with the Information Regulator of South Africa if you believe your rights under POPIA have been violated.

To exercise any of these rights, contact us using the details in Section 12. We will respond within a reasonable time and in line with our legal obligations.

8. Children & Minors

Swifly is not directed at children. We do not intentionally collect personal information from persons under 18. If we become aware that we have collected information from a minor without appropriate consent, we will take steps to delete it and stop processing it.

9. Cookies & Tracking

Our website may use essential cookies to operate the site, manage forms, and improve basic user experience. We do not use cookies to sell your data or to track you across third-party sites for advertising purposes without your consent. You can set your browser to refuse cookies, but some parts of the site may not function properly.

10. Changes to This Policy

We may update this Privacy Policy from time to time to reflect changes in our practices, the law, or our platform. Where we make material changes, we will notify you by email or through the platform. The updated policy will state the new effective date.

11. Contact Us

If you have questions or concerns about this Privacy Policy or how we handle your personal information, contact us at:

- Email: swiflyoperations@gmail.com
- Website: <https://swifly.co.za>
- Company: Swifly (South African on-demand services marketplace, black-owned)

Once Swifly is registered with the CIPC and SARS, we will update this policy to include our business registration details.

This Privacy Policy is provided for transparency and compliance purposes. It is not legal advice. Swifly recommends that a qualified South African legal professional review this policy once the business is formally registered and the platform is operating at scale.

Swifly — Terms of Use

Effective Date: 27 September 2026

By using the Swifly platform, website, or services (the “Platform”), you agree to be bound by these Terms of Use (“Terms”). If you do not agree, do not use the Platform.

Swifly is a South African on-demand services marketplace that connects customers who need everyday services with verified professionals in their area. We are a black-owned South African company, building first in Midrand and expanding area by area. These Terms apply to all customers, providers, and visitors to the Platform.

1. Definitions

- Swifly means Swifly (the company) and its successors, agents, and assigns.
- Platform means the Swifly website, app, and any related services.
- Customer means a person who uses the Platform to request a service.
- Provider means a person or business approved by Swifly to offer services through the Platform.
- Job means a specific service request made by a customer and accepted by a provider.

2. Eligibility

- You must be at least 18 years old to use the Platform.
- Customers must be located in an area where Swifly operates or is launching.
- Providers must be South African citizens or permanent residents. Swifly does not accept foreign nationals as providers. This is an operational rule, not a marketing feature.
- Providers must have a valid South African identity document (ID book or card) and, where required, proof of residence.
- Customers pay providers directly in cash, so no provider bank account is currently required for Swifly payments.
- Providers must not be excluded by law from offering the services they apply for (for example, where a formal qualification, licence, or registration is legally required).

3. Provider Registration & Verification

- To become a provider, you must submit a provider application through the Platform, including the information and documents we request.
- Swifly reviews each application. This includes verifying your identity, confirming your address, checking that you can offer the services you applied for, and, where applicable, reviewing qualifications or proof of competence.
- Swifly may request additional information or documents if your application is incomplete or unclear. If you do not provide them within a reasonable time, your application may be declined.
- Swifly may approve, request more information, or decline an application. Approval is not automatic and does not guarantee a continuous stream of jobs.
- Swifly reserves the right to suspend or remove a provider from the Platform at any time if we reasonably believe the provider has violated these Terms, provided false information, acted unprofessionally, or if continued access would create a safety, legal, or operational risk.

4. Using the Platform

- You are responsible for the accuracy of the information you provide.

- Customers must provide a clear job description, accurate location, and access details so the provider can complete the job.
- Providers must arrive at the agreed time, perform the service professionally, and complete the job as agreed.
- Providers are responsible for their own conduct, tools, equipment, and the quality of the services they deliver.
- Providers may not subcontract jobs to unauthorised persons without Swifly's prior consent.
- Use of the Platform is subject to these Terms and any reasonable instructions we provide.

5. Payments & Commission

- Customers pay providers the full agreed job amount (100%) directly in cash. Cash is the only current payment method.
- Swifly does not currently process, collect, hold, or transfer customer payments.
- No platform commission is currently charged or collected.
- Swifly will notify users and update these Terms before introducing a platform fee or digital payment method.

6. Cancellation & Refunds

- If a customer cancels before the provider travels or starts work, no Swifly cancellation fee is currently collected.
- If a provider cancels an accepted job, Swifly may reassign it. Swifly does not handle cash refunds. Repeated cancellations may affect the provider's standing.
- If a provider has travelled and the customer cancels, the customer and provider must agree directly whether a partial cash amount is due for travel or time. Swifly does not collect or pay this amount.
- Disputes about cancellations or partial payments are handled under Section 10.

7. Provider Obligations

- Providers must deliver services professionally, safely, and in a timely manner.
- Providers must respect customers' homes, businesses, and property.
- Providers must not engage in fraud, misrepresentation, harassment, discrimination, or unsafe conduct.
- Providers must comply with all applicable South African laws, including laws relating to the services they offer (for example, health, safety, or consumer protection laws).
- Where a service requires formal qualifications, providers must provide proof of those qualifications and maintain them in good standing.
- Providers are responsible for ensuring that any person they send to complete a job (if subcontracting is permitted) is authorised and competent.

8. Customer Obligations

- Customers must provide accurate information about the job, location, access, and timing.
- Customers must ensure safe and reasonable access to the property for the provider.

- Customers must pay providers directly in cash; cash is the only current payment method.
- Customers must confirm job completion honestly and promptly.
- Customers must not request services that are illegal, unsafe, or outside the scope of the Platform.

9. Liability & Disclaimer

- Swifly is a marketplace that connects customers and providers. Swifly is not the employer, agent, or guarantor of any provider.
- Providers are independent and are responsible for the quality, safety, and legality of the services they provide.
- Swifly does not guarantee that any particular job will be completed, that any particular provider will be available, or that the service will meet any specific outcome.
- Swifly is not liable for loss, damage, injury, or delay caused by a provider's conduct, except to the extent such liability cannot be excluded under South African law.
- Swifly is not liable for losses arising from a customer's or provider's inaccurate information, failure to comply with these Terms, or failure to use the Platform correctly.
- To the extent permitted by law, Swifly's total liability to any user is limited to the amount involved in the specific job or transaction giving rise to the claim.

10. Disputes & Complaints

- If a customer or provider has a dispute about a job, payment, cancellation, or conduct, they should report it through the Platform as soon as possible.
- Swifly will review the dispute, request relevant information, and make a decision in its reasonable discretion.
- Swifly may review disputes and help the parties resolve them. Customers and providers arrange cash payments or refunds directly.
- Users are encouraged to resolve issues in good faith. Swifly's decisions are final in the first instance, subject to any rights you may have under South African law.

11. Account Suspension & Termination

- Swifly may suspend or terminate a customer or provider account at any time if we reasonably believe the user has violated these Terms, provided false information, acted fraudulently, endangered safety, or if continued access would create a legal, operational, or safety risk.
- Any cash payment or refund is settled directly between the customer and provider.
- You may stop using the Platform at any time. Termination does not affect rights or obligations that have already arisen.

12. Intellectual Property

- The Swifly name, logo, branding, and platform content are owned by Swifly and are protected by South African and international intellectual property law.
- You may not copy, reproduce, modify, or misuse Swifly's branding or content without our written consent.
- You retain ownership of your own content and information, subject to the rights you grant Swifly to use it to provide the service.

13. Changes to These Terms

- Swifly may update these Terms from time to time to reflect changes in our platform, business, or the law.

- Where we make material changes, we will notify users by email or through the Platform.
- Continuing to use the Platform after changes are made means you accept the updated Terms.

14. Governing Law & Jurisdiction

- These Terms are governed by the laws of the Republic of South Africa.
- Any dispute arising from these Terms or the use of the Platform will be subject to the jurisdiction of the South African courts.

15. Contact Us

If you have questions about these Terms, contact us at:

- Email: swiflyoperations@gmail.com
- Website: <https://swifly.co.za>
- Company: Swifly (South African on-demand services marketplace, black-owned)

Once Swifly is registered with the CIPC and SARS, we will update these Terms to include our business registration details.

These Terms of Use are provided for the operation of the Swifly Platform in its current stage. They are not legal advice. Swifly recommends that a qualified South African legal professional review these Terms once the business is formally registered and the platform is operating at scale.