

# SmartFix - Detailed Terms of Service

## 1. Acceptance of Terms

By accessing or using SmartFix, you agree to be bound by these Terms of Service. If you do not agree, you must discontinue use immediately.

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## 2. Nature of the Platform

SmartFix is a technology platform that connects customers with independent mechanics. SmartFix administers job approvals and payment releases but does not directly perform mechanical repairs.

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## 3. User Obligations

Users must provide accurate vehicle information, lawful ownership or authorization to request repairs, and must not engage in fraudulent, abusive, or illegal conduct.

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## 4. Mechanic Relationship

Mechanics are independent contractors. SmartFix does not create an employer-employee relationship. SmartFix may vet mechanics but does not guarantee outcomes beyond administrative oversight.

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## 5. Payment & Fees

All payments are subject to administrative review and approval. SmartFix may charge service fees. Additional repair costs require written customer approval.

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## **6. Disclaimers**

Services are provided on an 'as is' and 'as available' basis. SmartFix disclaims all implied warranties including merchantability and fitness for purpose.

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## **7. Limitation of Liability**

To the maximum extent permitted by law, SmartFix shall not be liable for indirect, incidental, special, or consequential damages. Total liability is limited to the amount paid for the specific repair service.

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## **8. Indemnification**

Users agree to indemnify and hold harmless SmartFix against claims arising from misuse of the Platform.

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## **9. Governing Law & Dispute Resolution**

These Terms are governed by the laws of South Africa. Disputes shall first be resolved through negotiation, failing which through arbitration or competent courts.

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