HELPA

Powered by Welcome to Glendale | Official App Overview, Terms of Service & Privacy Policy

Jurisdiction: Republic of South Africa (CPA, ECTA & POPIA Compliant) | Platforms: Web, Android & iOS

PART I: HELPA APPLICATION OVERVIEW (FOR WELCOME TO GLENDALE WEBSITE)

HELPA (powered by the non-profit organization **Welcome to Glendale**) is a localized South African service-on-demand marketplace and community safety platform designed to return economic agency and everyday safety to South African communities. Available across **Web, Android (Google Play Store), and iOS (Apple App Store)**, HELPA connects everyday community members (**Customers**) with vetted, independent local service providers (**Helper Agents**).

1. Core Pillars of the HELPA Platform

- **Economic Empowerment Through Local Skills:** Independent **Helper Agents** across 29 specialist trade categories—including Plumbing, Electrical, Shoe Repair, Carpentry, Fridge Repair, Stove Repair, Phone Repair, Tech Support, General Repairs, Gardening, Childcare, Babysitting, Caregiving, Rides, Moving, Catering/Food, House Help, Laundry, Errands, Work Help, Tailoring, Sneaker Cleaning, Tutoring, Local Guiding, Pet Care, Hair Styling, Barbering, Makeup Artistry, Stationery, and Storage—can register, verify their South African identity, set their own South African Rand (**ZAR**) rates, and earn sustainable income directly from their surrounding community.
- **11 Official South African Languages & Tar_Era AI Local Guide:** Customers can search or speak in any of South Africa's 11 official languages (English, isiZulu, isiXhosa, Afrikaans, Sesotho, Setswana, Sepedi, Xitsonga, SiSwati, Tshivenda, and isiNdebele), including everyday township and urban code-switching. Our built-in AI assistant, **Tar_Era**, understands text, voice notes, and photo attachments to match Customers with the right Helper Agent category or immediately trigger a community safety alert in life-threatening situations.
- **500-Meter Community Distress Alert Network & Distress Floater:** Signed-in Customers and Helper Agents can trigger an emergency Distress Alert—either inside the app or via the optional outside-app floating button (**Distress Floater**) over their phone screen—broadcasting live GPS coordinates, building/floor details, and a 30-second voice note to all active community members within a **500-meter radius**.
- **HELPAchat, Multi-Agent Service Groups & Transparent Billing:** Built-in real-time messaging, voice notes, in-app PDF/video/image viewing, WebRTC audio/video calling, multi-agent project groups (**Service Groups**), digital quoting and invoicing in **ZAR**, and secure Stripe card payments alongside direct cash options.

PART II: HELPA TERMS OF SERVICE (CUSTOMER & HELPER AGENT AGREEMENT)

IMPORTANT NOTICE TO ALL CUSTOMERS AND HELPER AGENTS

By creating an account, signing in, submitting an application to become a **Helper Agent**, or using the HELPA Web, Android, or iOS application ("the Platform"), you expressly agree to be bound by these Terms of Service and our Privacy Policy, hosted on the official **Welcome to Glendale** website. If you do not agree to every clause below, you must not access or use HELPA.

Clause 1: Nature of the Platform & Intermediary ("Middleman") Role

1.1 Technology Marketplace Only: HELPA is a technology platform connecting independent Customers with independent service providers (referred to throughout this Agreement and across the Platform as **"Helper Agents"**). HELPA and its founding organization, **Welcome to Glendale**, act strictly as an intermediary digital connector ("middleman") and do not provide plumbing, electrical, shoe repair, transport, caregiving, or any other physical or domestic services directly.

1.2 Independent Contractor Status of Helper Agents: Every Helper Agent listed on HELPA operates as an independent contractor and sole service provider—never as an employee, partner, representative, joint venturer, or subcontractor of HELPA or Welcome to Glendale. Helper Agents retain full autonomy over their working hours, their

"Available for Work" status toggle, their tools, their methods of work, and their quoted ZAR rates.

1.3 Identity Verification vs. Non-Liability for Workmanship: While HELPA conducts administrative identity checks (indicated by the "Verified ID" badge) and reviews trade details submitted by Helper Agents prior to profile activation, **HELPA does not warrant, guarantee, or assume liability for the physical workmanship, professional licensing, quality, safety, timeliness, or offline conduct of any Helper Agent or Customer.** Any service agreement formed is strictly between the Customer and the engaged Helper Agent(s).

Clause 2: 500m Community Distress Alert System & "Distress Floater" Disclaimer

> **CRITICAL SAFETY DISCLAIMER — NOT LAW ENFORCEMENT OR MEDICAL EMERGENCY SERVICES**
> The HELPA 500m Distress Alert feature and the outside-app floating button ("Distress Floater") are voluntary, peer-to-peer community solidarity tools. **HELPA is NOT a law enforcement agency, armed private security company, medical ambulance service, or statutory emergency dispatch center.** In any life-threatening emergency, users should always contact the South African Police Service (**SAPS 10111**), National Emergency (**112**), or Ambulance Services (**10177**).

2.1 How the Distress Network Operates: When a signed-in Customer or Helper Agent activates a Distress Alert (either manually via the Distress Button/Floater or automatically when expressing immediate physical danger to the **Tar_Era** AI Assistant), HELPA broadcasts the sender's live GPS coordinates, building/floor details, and optional 30-second audio recording to other signed-in Customers and Helper Agents within approximately **500 meters** who have not opted out via the "Off the Grid" setting.

2.2 Voluntary Response & Assumption of Risk: Response to any Distress Alert is entirely voluntary on the part of nearby Customers and Helper Agents. Neither HELPA nor Welcome to Glendale guarantees that any person will be within 500 meters, that mobile network/GPS signals will operate without interruption, or that any responder will arrive in time. Community members and Helper Agents who choose to respond do so at their own judgment and risk, and must never place themselves in unlawful harm.

2.3 Strict Prohibition on False or Prank Alerts: Triggering false, malicious, or prank Distress Alerts—or using the Distress Alert system to lure, ambush, or harass others—is a severe breach of these Terms. Any user who triggers a fraudulent Distress Alert will face immediate permanent account termination, placement on the **HELPA Blacklist**, and referral to South African law enforcement authorities.

Clause 3: Eligibility, Account Security & Single-Device Session Enforcement

3.1 Age & Legal Capacity: To register as a Customer or apply to become a Helper Agent, you must be at least **18 years of age** and legally capable of entering into binding contracts in the Republic of South Africa. Minors may only access community safety features under the direct supervision and consent of a parent or legal guardian.

3.2 Single-Device Live Session Rule: Because accurate real-time GPS tracking is essential for matching nearby Helper Agents and operating the 500m Distress Alert network, HELPA enforces a strict **Single-Device Session Policy**. Your Customer or Helper Agent account may only be signed in on one mobile device at a time. Signing in on a second device automatically terminates and supersedes the active session on the previous device.

3.3 Credential & PIN Confidentiality: Customers are responsible for safeguarding their login passwords and One-Time PINs (OTPs). Helper Agents are responsible for safeguarding their issued Helper Agent Access PIN. You must notify HELPA immediately if you suspect unauthorized access to your account.

Clause 4: Service Requests, HELPAchat, Service Groups & Quotes

4.1 Communication via HELPAchat: HELPA provides an integrated communication suite (**HELPAchat**) supporting 1-on-1 threads, multi-agent **Service Groups** (where multiple Helper Agents collaborate on a single Customer project), voice notes, in-app PDF/video/image viewing, live map pin sharing, and WebRTC audio/video calls.

4.2 Quotes & Invoicing: Helper Agents may issue digital quotes and invoices in South African Rand (**ZAR**) directly within a 1-on-1 chat or a multi-agent Service Group. A Customer's acceptance of a quote or invoice constitutes a direct service contract between the Customer and the respective Helper Agent(s) for the scope of work described.

Clause 5: Payments, Card Discounts (-5%), Platform Commission (1.5%) & Cash Rules

- **In-App Card Payments (via Stripe):** Customers who pay an accepted invoice by bank card inside HELPA receive a promotional **5% Card Payment Discount** off the invoiced total. Payouts are transferred via Stripe Connect to the Helper Agent's onboarded South African bank account, less a **1.5% HELPA Platform Fee**.
- **Helper Agent Payout Onboarding:** Helper Agents who wish to receive card payouts must complete the in-app Stripe Connect identity and South African bank account setup inside the Helper Agent Dashboard.
- **Direct Cash Payments Disclaimer:** Where a Customer and Helper Agent choose to settle an invoice in physical cash, both parties acknowledge that HELPA is a technology intermediary and cannot verify cash handover, provide change, issue card refunds for cash jobs, or assume liability for unpaid cash balances or disputes.
- **Card Disputes & Refund Window:** For in-app card payments, any dispute regarding unperformed or incomplete work must be reported via HELPA Support within **24 hours** of marked job completion before funds are settled to the Helper Agent's bank account.

Clause 6: Tar_Era AI Assistant & Multilingual Translation Disclaimer

6.1 Automated Guidance & Translation: HELPA features **Tar_Era**, an AI-powered local guide capable of conversing and translating across all 11 official South African languages. While designed to accurately categorize service needs and assist communication, AI-generated translations and recommendations are provided on an "as-is" informational basis and do not constitute certified professional, medical, engineering, or legal advice.

6.2 Anti-Stalking & Privacy Boundary: By design, **Tar_Era** never searches for, discloses, or tracks specific named individuals on demand; it matches Customers strictly with verified Helper Agents by service category and live availability.

6.3 Emergency Auto-Trigger Consent: You acknowledge and agree that if you communicate statements indicating imminent physical danger, assault, or stalking to **Tar_Era** in any language, **Tar_Era** is programmed to autonomously trigger an active 500m Distress Alert on your behalf without waiting for secondary confirmation.

Clause 7: Code of Conduct, Community Safety & The HELPA Blacklist

7.1 Zero-Tolerance Misconduct Policy: Customers and Helper Agents must treat one another with dignity, honesty, and respect. Harassment, hate speech, sexual misconduct, theft, property destruction, violent behavior, identity fraud, or sharing unlawful media in HELPAchat is strictly prohibited.

7.2 Consent to the HELPA Blacklist System: To protect South African communities from repeat offenders, you expressly consent that if HELPA receives verified evidence of criminal conduct, severe harassment, fraud, or malicious abuse of the Distress Alert system, HELPA reserves the right to permanently revoke your account and record your identifying details (name, SA ID number, phone number, email address, and incident reason) in the internal **HELPA Blacklist Registry** to prevent re-registration.

Clause 8: Limitation of Liability, Indemnification & Governing Law

8.1 Limitation of Liability: To the maximum extent permitted by the South African Consumer Protection Act (68 of 2008), neither **Welcome to Glendale**, **HELPA**, nor their directors, officers, employees, or developers shall be liable for any indirect, incidental, consequential, special, or exemplary damages—including personal injury, property damage, theft, emotional distress, or lost profits—arising out of or in connection with: (a) services performed or failed to be performed by any Helper Agent; (b) the actions or omissions of any Customer; or (c) the use, delay, or unavailability of the 500m Distress Alert network.

8.2 Indemnification: You agree to indemnify and hold harmless Welcome to Glendale and HELPA from any third-party claims, losses, or legal costs arising from your breach of these Terms, your negligent or unlawful conduct during a service engagement, or your misuse of the Platform.

8.3 Governing Law & Jurisdiction: This Agreement is governed by and construed in accordance with the laws of the **Republic of South Africa**, including the Electronic Communications and Transactions Act (25 of 2002) and the Consumer Protection Act (68 of 2008).

PART III: HELPA PRIVACY POLICY (POPIA, GOOGLE PLAY & APP STORE COMPLIANCE)

This Privacy Policy explains how **HELPA** (operated by **Welcome to Glendale**, the "Responsible Party" under the South African **Protection of Personal Information Act, 4 of 2013 — POPIA**) collects, processes, protects, and deletes personal information across our Web, Android, and iOS applications.

1. Categories of Personal Information We Collect

- **Customer Account Data:** Full name, email address, South African mobile phone number, encrypted password, and profile preferences.
- **Helper Agent Vetting & Profile Data:** Full name, South African ID number, residential/operating area, profile photograph, spoken languages, trade certifications, portfolio links, years of experience, and hourly/service ZAR rates.
- **Communications & Media Data:** Text messages, voice notes, images, videos, PDF documents, quotes/invoices, and call metadata exchanged through **HELPAchat** or submitted to the **Tar_Era** AI Assistant.
- **Payment & Payout Metadata:** Transaction references, invoice amounts, and Stripe Connect payout onboarding status (full bank card numbers are processed directly by Stripe and are never stored in plain text on HELPA servers).

2. Prominent Disclosure of Device Permissions (Google Play & App Store Rules)

In strict compliance with Google Play Store and Apple App Store data safety policies, HELPA requests the following sensitive device permissions exclusively for core user-facing functionality:

- **Foreground & Background Location (ACCESS_FINE_LOCATION, ACCESS_BACKGROUND_LOCATION):** Used to (1) match Customers with the closest available Helper Agents in their area, and (2) broadcast emergency GPS coordinates and receive real-time alerts when someone within 500 meters triggers a Distress Alert—even when the app is minimized. Users can pause receiving distress broadcasts at any time by toggling **"Off the Grid"** in Notification Settings.
- **Display Over Other Apps on Android (SYSTEM_ALERT_WINDOW):** Used exclusively when a signed-in Customer or Helper Agent voluntarily enables the **"Distress Floater"** switch in Notification Settings. This displays the draggable circular HELPA emergency button over the phone's home screen and other apps so the user can trigger a 500m Distress Alert immediately without searching for the app icon. HELPA never reads, captures, or records screen content from other apps.
- **Camera & Microphone (CAMERA, RECORD_AUDIO):** Used for multilingual voice search, recording 30-second emergency distress voice notes, sending voice/video clips in HELPAchat, taking verification/job photos, and participating in WebRTC audio/video calls.
- **Photos, Media & Document Files:** Allows Customers and Helper Agents to attach images, videos, and PDF documents (such as trade certificates or job quotes) inside HELPAchat and Helper Agent onboarding.

3. Data Sharing, Security & Non-Sale Guarantee

- **No Sale of Personal Data:** Welcome to Glendale and HELPA **never sell or rent** Customer or Helper Agent personal information to third-party advertisers or data brokers.
- **Service & Safety Sharing Only:** Your profile name, photo, and service details are shared only with Customers and Helper Agents you interact with, or with community responders within a 500-meter radius when you actively trigger an emergency Distress Alert.
- **Security Safeguards:** All network traffic is encrypted via HTTPS/TLS 1.2+, database storage is hosted on encrypted cloud infrastructure with strict role-based access controls, and Helper Agent SA ID numbers are restricted to authorized vetting administrators.

4. Data Retention & Your Right to Account Deletion (POPIA & Store Rules)

Under POPIA and Google Play / Apple App Store policies, every Customer and Helper Agent has the right to access, correct, or request the permanent deletion of their account and personal data:

- **How to Request Deletion:** You may request account and data deletion at any time directly through the HELPA

application settings/support channel or via the official **Welcome to Glendale** website contact portal.

- **Deletion Timeline & Exceptions:** Upon verification of a deletion request, HELPA will permanently delete or anonymize your active profile, location history, and personal identifiers within **14 business days**, except where retention is strictly required by South African tax/financial record laws or where an individual has been placed on the **HELPA Blacklist** due to verified safety or fraud violations.

5. Contact & Information Officer Details

> **WELCOME TO GLENDALE — HELPA PLATFORM GOVERNANCE**
> **Organization:** Welcome to Glendale (Non-Profit Organization operating the HELPA Platform) | **Leadership:** Ndabezintle Sakile (Director) & Patiswa Ngonyama (Executive Secretary) | **Official Legal Portal:** Hosted on the Welcome to Glendale Website (HELPA App & Terms of Service Section) | **Jurisdiction:** Republic of South Africa