

Know Your Candidate – Terms and Conditions

Disclaimer: Know Your Candidate (KYC) is a proprietary digital platform and product offering of VO Properties (Pty) Ltd, trading as VOB Technologies.

1. Who we are

1.1 This website, knowyourcandidate.co.za (the **Platform**), and the Know Your Candidate (KYC) product are owned and operated by **VO Properties (Pty) Ltd**, trading as VOB Technologies (**we, us, our**).

1.1A VOB Technologies and Know Your Candidate are a trading name and a product name, not separate legal entities. When you use the Platform or pay a fee, your agreement is with VO Properties (Pty) Ltd.

1.2 We provide the following information in terms of section 43 of the Electronic Communications and Transactions Act 25 of 2002 (**ECTA**):

Item	Detail
Full legal name and legal status	VO Properties (Pty) Ltd
Registration number	2021/366076/07
VAT number	Not VAT-registered
Directors	Nozipho Brenda Mbatha
Physical address	Suite No 9, No 2 Residency Road, Ladysmith, KwaZulu-Natal, 3370
Address for service of legal documents	Suite No 9, No 2 Residency Road, Ladysmith, KwaZulu-Natal, 3370
Telephone	+27 76 570 9550
Email	info@knowyourcandidate.co.za
Website	https://knowyourcandidate.co.za
Information Officer (POPIA)	Nozipho Mbatha
Industry body or code of conduct	None

2. Accepting these Terms

2.1 These Terms and Conditions (**Terms**) govern every use of the Platform, whether you are searching for candidates, submitting a Canvass My Vote request, reporting a profile, or claiming and paying for a candidate profile.

2.2 You accept these Terms by using the Platform. If you register an account or pay a fee, you also accept them by ticking the acceptance box. If you do not agree, do not use the Platform.

2.3 These Terms include our Delivery and Refund Policy, Privacy Policy and PAIA Manual, which form part of them.

2.4 **Important clauses.** Some clauses limit our liability, place risk on you, require you to indemnify us, or limit refunds. They appear in **bold** and are listed in clause 22. Section 49 of the Consumer Protection Act 68 of 2008 (**CPA**) requires us to draw them to your attention. Please read them before you accept.

2.5 You must be 18 or older to use the account, payment and Canvass My Vote features of the Platform.

2.6 We may amend these Terms. We will post the updated version on the Platform with its effective date. For candidates with an active Verified Profile, we will also email you at least 14 days before a change that materially affects your rights. A change does not affect a payment made before it takes effect.

3. Definitions

In these Terms:

- **Candidate** means a person who appears on the IEC's certified list of candidates for the 2026 Local Government Elections, whether as a ward candidate or on a party list.
- **Canvass Lead** means the name, email address and mobile number of a Voter who has asked, through Canvass My Vote, to be canvassed by a specific party or Candidate.
- **Election** means the 2026 Local Government Elections in South Africa, including any postponed election, by-election or re-run held for the same seat as a result of them.
- **IEC** means the Electoral Commission of South Africa.
- **Results Date** means the date on which the IEC declares the final result for the Candidate's ward or council.
- **Service Term** means the period described in clause 8.
- **Verified Profile** means the paid service described in clause 6.
- **Voter** means any person using the Platform other than as a Candidate.
- **you** means the person using the Platform, and where you act for a Candidate or party, both you and that Candidate or party.

4. What the Platform does

4.1 The Platform lets Voters find the Candidates standing in their ward, see each party's proportional representation (PR) list for their council, and read Candidate profiles. Using these voter features is free.

4.2 Candidate names, parties, wards and list positions come from the IEC's certified candidate list. Ward boundaries and placement of an address on the map come from publicly available electoral and mapping data. We reproduce this information in good faith but we do not create it, and the IEC's records prevail over ours if they differ.

4.3 Address-to-ward placement is an estimate. Confirm your ward, registration status and voting station with the IEC at www.elections.org.za or on 0800 11 8000 before you vote.

4.4 Photos, biographies, manifestos, priorities and contact details on a claimed profile are supplied by the Candidate. They are the Candidate's statements, not ours. We do not verify or endorse them.

4.5 The Platform is an independent information service. It is not operated by, affiliated with or endorsed by the IEC, any municipality, or any political party.

4.6 Nothing on the Platform is advice on how to vote.

5. Political neutrality

5.1 We do not support or oppose any party or Candidate.

5.2 Every Candidate on the IEC certified list may claim a profile on the same terms and at the same price, whatever their party.

5.3 A Verified Profile badge means only that the Candidate's identity was checked against the IEC list and the Candidate has paid the sign-up fee. It is not an endorsement.

5.4 **Paid visibility.** Verified Profiles get greater visibility on the Platform than unclaimed profiles. In particular:

- every Verified Profile carries the verified badge, so Voters can see which profiles are paid;
- every Candidate on the IEC certified list remains visible and searchable on the Platform, whether or not they have paid; and
- within each group (Verified Profiles and unclaimed profiles), Candidates are listed in the order in which they appear on the IEC certified list.

5.5 We apply the same content rules (clause 11) and the same reporting process (clause 14) to every Candidate and party.

6. The Verified Profile

6.1 A Verified Profile is access to a reserved slot on the Platform for one Candidate for the Service Term. It includes:

- a verified badge, and greater visibility on the Platform than unclaimed profiles (clause 5.4);
- the ability to publish and edit a photo, biography, manifesto, priorities, contact details and social media links;
- the **Candidate CRM**, a personalised dashboard with ward registration data, profile engagement data and party search-interest data (clause 9);
- Canvass Leads (clause 9.6);
- election result updates published by the IEC, and the ability to update the Candidate's title to reflect the declared result (clause 8.5); and
- the indirect benefit of the voter activation campaigns we run for the Platform (clause 9.7).

6.2 The Verified Profile is a digital service. Nothing is shipped or posted.

6.3 We may improve, add to or change the presentation of features during the Service Term. We will not remove a feature listed in clause 6.1 during a Candidate's Service Term unless the law, an IEC requirement or a security risk requires it.

7. Verification, price and payment

7.1 **Verification comes before payment.** Before you can pay, you must find your profile and confirm your identity. We check the identity number you enter against the masked identity number the IEC publishes for that Candidate. We use the identity number only for that check and do not store it.

7.2 You may claim a profile only for yourself, or for a Candidate who has authorised you in writing to act for them. Claiming another person's profile without authority is impersonation. It is a material breach of these Terms and may be a crime.

7.3 The sign-up fee is **R249 (two hundred and forty-nine rand)**, once-off. We are not registered for VAT, so no VAT is charged. There are no recurring charges, and no other fee is payable for the Verified Profile during the Service Term.

7.4 You may pay by card or instant EFT through Payfast, or by manual EFT into the bank account shown at checkout.

7.5 Card and instant EFT payments are processed by Payfast, a third-party payment service provider. We do not receive or store your card details. Payfast's own terms and privacy policy apply to the payment.

7.6 We will email you an invoice once payment is confirmed. You can view your payment record in your account at any time during the Service Term.

7.7 **The fee is non-refundable once your Verified Profile is activated**, except in the limited cases set out in our Delivery and Refund Policy.

7.8 By paying, you ask us to activate your Verified Profile immediately. In terms of section 42(2)(a) of ECTA, a service that begins with your consent before the end of the seven-day cooling-

off period is excluded from the cooling-off right in section 44. **You therefore do not have a seven-day cooling-off right for the Verified Profile.**

7.9 Payment by a party. A party may pay for its Candidates' Verified Profiles, one at a time or in bulk. In that case:

- each Candidate must still verify their identity and accept these Terms;
- the price is the same R249 per Candidate;
- the refund rules apply to each profile separately; and
- the party does not get access to a Candidate's account or Candidate CRM unless the Candidate authorises it.

8. Service Term

8.1 The Service Term starts when your Verified Profile is activated. It ends **90 days after the Results Date** for your ward or council.

8.2 If the Election is postponed, the Service Term continues until 90 days after the Results Date of the postponed election.

8.3 If the IEC removes you from the certified candidate list, or you withdraw, the Service Term ends 30 days after we become aware of it. In that period you may download your Canvass Leads and analytics.

8.4 When the Service Term ends, your Verified Profile reverts to a basic, unclaimed profile showing only the information from the IEC list. We may archive your Candidate-supplied content and keep it in line with our Privacy Policy.

8.5 After the result. After the Results Date, you may update your profile to reflect the result the IEC has declared, and use it to communicate with your community for the rest of the Service Term.

- You may describe yourself as "Councillor" only if the IEC has declared you elected.
- You may use any other title, such as "Shadow Councillor", only if your party has appointed you to that role, and only in a way that makes clear you were not elected to the council.

8.6 To keep using your profile and Candidate CRM after the Service Term, you must sign up separately for a post-election service under clause 12.

9. The Candidate CRM: data analytics and Canvass Leads

9.1 Your Verified Profile includes the Candidate CRM, a personalised dashboard that helps you plan your campaign and focus your resources in the final days before the Election. It contains the information in clauses 9.2 to 9.6.

9.2 **Ward registration data.** This is statistical information about registered voters in your ward, such as the number of registered voters by age group and the ward's demographic profile. It is

drawn from public sources, including IEC and Statistics South Africa data. It is not a copy of the voters' roll and does not identify any individual voter.

9.3 Profile engagement data. This shows how Voters interact with your profile, including:

- how many people viewed it, and when;
- the wards or areas they viewed it from; and
- how they found it.

9.4 Party search-interest data. This shows where Voters searched for your party, including wards where your party has no Candidate, to help you and your party plan future campaigns.

9.5 We never identify viewers or searchers. The data in clauses 9.3 and 9.4 is aggregated. We do not tell you who viewed your profile or who searched for your party. We show figures for an area only when at least 10 people have used the Platform there, so that no individual can be identified.

9.6 Canvass Leads. If a Voter uses Canvass My Vote to ask to be canvassed by you or by your party, we will release that Voter's name, email address and mobile number to you in your Candidate CRM.

- Where the Voter chose you, only you receive the Canvass Lead.
- Where the Voter chose your party, the Canvass Lead is released to your party's Verified Candidates for the Voter's ward and for the Voter's council PR list.
- The number of Canvass Leads depends entirely on Voters, and we do not promise any number.

9.7 Platform promotion. We promote the Platform to encourage Voters to find their candidates and vote, and your profile may benefit from that activity. We decide the timing, channels, budget and extent of our promotion. We do not promise any level of traffic, profile views or Canvass Leads.

9.8 No guaranteed outcome. The Candidate CRM and Canvass Leads are campaign tools. We make no promise about the number of voters you will reach, the votes you will receive, or the result of the Election.

9.9 Accuracy. Registration, demographic and engagement figures are estimates. We do not guarantee they are complete, current or accurate.

10. Your duties when you receive Canvass Leads

10.1 A Voter's request to be canvassed by a party reveals their political persuasion. Under the Protection of Personal Information Act 4 of 2013 (POPIA), that is special personal information. When we release a Canvass Lead to you, you become a responsible party for it under POPIA.

10.2 You agree that you will:

1. use Canvass Leads only to contact that Voter about your campaign in the Election;

2. not sell, rent, share or give Canvass Leads to anyone outside your campaign team, except your party's official campaign structures where the Voter chose your party;
3. stop contacting a Voter as soon as they ask you to, and tell us so that we can record the opt-out;
4. keep Canvass Leads secure, and tell us within 72 hours if you suspect they have been lost, accessed or used without authority;
5. not contact a Voter in a way that amounts to intimidation, harassment or undue influence, or that breaches the Electoral Code of Conduct; and
6. delete all Canvass Leads, including copies, within 30 days after the Service Term ends, unless the Voter has separately agreed with you that you may keep their details.

10.3 You are solely responsible for how you and your campaign team use Canvass Leads after we release them to you.

11. Content you publish

11.1 You are responsible for everything you publish on your profile, and you confirm that it is true and that you have the right to publish it.

11.2 You must not publish anything that:

- is false, misleading or defamatory, including about another Candidate or party;
- breaches the Electoral Code of Conduct, the Local Government: Municipal Electoral Act 27 of 2000 or the Electoral Act 73 of 1998;
- amounts to hate speech, incitement to violence, or unfair discrimination as defined in the Promotion of Equality and Prevention of Unfair Discrimination Act 4 of 2000;
- infringes anyone's copyright, trade mark, image or privacy rights, including photos of other people taken without their consent;
- misstates your election result or title (see clause 8.5), or offers money, goods or favours in exchange for votes; or
- contains malware, links to harmful websites, or advertising for products or services unrelated to your campaign.

11.3 You grant us a non-exclusive, royalty-free licence to host, display, reproduce, format and archive your content on the Platform, and to show it in search results and on social media previews of your profile, for the Service Term and for archiving afterwards.

11.4 We may edit content for formatting, or remove or hide content that we reasonably believe breaches clause 11.2, without prior notice. Where practical, we will tell you why.

12. Services after the Election

12.1 We may offer separate, paid services after the Election, such as a management platform for elected councillors or profile management for community activists.

12.2 Those services are not part of the Verified Profile and are not included in the R249 fee.

12.3 We will not move you onto any paid or recurring service unless you sign up for it separately and accept the terms and price we give you at that time. Any such agreement will comply with section 14 of the CPA where it applies.

12.4 When your Service Term ends, your profile will continue to show the result the IEC declared. Your Candidate CRM and your ability to edit your profile and communicate through it will end, unless you sign up for a post-election service.

13. Canvass My Vote (for Voters)

13.1 Canvass My Vote is free. You must be 18 or older when you submit a request.

13.2 We ask for your date of birth only to confirm your age. We do not give your date of birth to any party or Candidate.

13.3 When you submit a request, you consent to the following, by ticking this statement:

I am 18 or older. I agree that Know Your Candidate may process my request, which shows which parties or candidates I want to hear from and so reveals my political views. I agree that it may give my name, email address and mobile number to the candidates I have chosen and, where I have chosen a party, to that party's candidates for my ward and council. They may then contact me to canvass my vote in the 2026 Local Government Elections.

13.4 We give your details only to the Candidates you choose and, where you choose a party, to that party's Verified Candidates for your ward and council. They may use your details only for the Election.

13.5 You may withdraw your consent at any time by emailing info@knowyourcandidate.co.za. We will then stop releasing your details and tell the recipients that you have opted out. We cannot recall details already released. Each recipient must stop contacting you once you tell them to.

13.6 Once a party or Candidate has received your details, they are responsible for how they use them. We are not responsible for what they say to you or how they contact you, but you may report misuse to us and we will act under clause 21.

14. Reporting a profile

14.1 Anyone may report a profile that they believe is false, misleading, impersonates someone, or breaches clause 11.2. Use the Report a Profile page.

14.2 We will acknowledge a report within 2 business days and aim to decide on it within 5 business days. We may hide a profile, or part of it, while we review the report.

14.3 We will give the Candidate concerned a chance to respond, unless the report concerns impersonation, a threat to someone's safety, or obviously unlawful content.

14.4 Our decision on a report applies only to what appears on the Platform. It is not a finding by the IEC or a court.

14.5 Knowingly making a false report is a breach of these Terms.

15. Intellectual property

15.1 Know Your Candidate is a proprietary platform of VO Properties (Pty) Ltd, trading as VOB Technologies. We own, or are licensed to use, all intellectual property in the Platform, including the Know Your Candidate and KYC names and logo. This includes its design, software, logos, maps, database compilation, and analytics.

15.2 Information from the IEC remains subject to the IEC's rights.

15.3 You may view the Platform and share links to it for personal, non-commercial use. You may not copy, scrape, republish or sell the Platform or its data without our written permission.

16. Acceptable use

You must not:

1. use bots, scrapers or other automated means to access or copy the Platform or its data;
2. collect Candidate contact details from the Platform for commercial marketing;
3. impersonate a Candidate, a Voter, an IEC official or anyone else;
4. submit a Canvass My Vote request with another person's details, or submit requests in bulk;
5. try to gain unauthorised access to the Platform, another account or our systems, or interfere with the Platform's security or operation (this may be an offence under the Cybercrimes Act 19 of 2020); or
6. use the Platform for any purpose that is unlawful or breaches electoral law.

17. Privacy and security

17.1 Our Privacy Policy explains what personal information we collect, why, who we share it with, how long we keep it, and your rights under POPIA. It forms part of these Terms.

17.2 The Platform uses encrypted (TLS) connections. Card payments are handled by Payfast, so we never see or store card details.

17.3 You must keep your account login details secret. You are responsible for activity on your account until you tell us that your login details have been compromised.

18. Availability and disclaimers

18.1 We will take reasonable care to keep the Platform available, accurate and secure. However, the Platform may be unavailable at times for maintenance, upgrades, load-shedding, hosting or network failures, or events outside our control.

18.2 Except for the warranties the CPA does not allow us to exclude, the Platform and its information are provided “as is” and “as available”. We do not warrant that the Platform will be uninterrupted or error-free, or that IEC data, ward placements, analytics or Candidate content are complete or accurate.

19. Limitation of liability

19.1 To the extent the law allows, we are not liable for any indirect, special or consequential loss, or for loss of votes, loss of the Election, campaign costs, loss of reputation, or loss of opportunity, however it arises.

19.2 We are not liable for loss caused by:

- errors in IEC or other third-party data;
- content published by a Candidate;
- the conduct of any party, Candidate or campaign team, including how they use Canvass Leads;
- Payfast, banks or other payment providers; or
- events outside our reasonable control, including load-shedding, network failures, cyber-attacks, and decisions of the IEC, a court or a government authority.

19.3 Our total liability to you for all claims arising from the Platform is limited to the greater of R249 or the total fees you paid us in the 12 months before the claim arose.

19.4 Nothing in this clause limits our liability for loss caused by our gross negligence or intentional misconduct, or any liability that section 51 of the CPA or any other law does not allow us to exclude.

20. Indemnity

20.1 If you are a Candidate, or act for one, you indemnify us, our directors, employees and agents against any claim, loss, fine, penalty or cost (including legal costs on an attorney-and-client scale) arising from:

- content you publish on the Platform;
- your or your campaign’s use of Canvass Leads, including any breach of POPIA;
- claiming a profile without authority; or
- your breach of these Terms or of electoral law.

21. Suspension and termination

21.1 We may suspend or close an account, hide or remove a profile, or stop releasing Canvass Leads, if:

1. you materially breach these Terms and, where the breach can be fixed, do not fix it within 2 business days after we notify you;
2. you claimed a profile by impersonation or fraud;
3. you misuse Canvass Leads or the reporting process;
4. you lodge a chargeback or payment dispute for a Verified Profile that was activated, without first following clause 23; or
5. the law, the IEC, the Information Regulator or a court requires it.

21.2 We may act immediately, without first giving notice, where there is impersonation, fraud, a threat to a person's safety, or a serious risk to Voters' personal information.

21.3 If we suspend or close your account or Verified Profile for a reason in clause 21.1, you are not entitled to a refund.

21.4 You may close your account at any time by emailing us. Refunds are governed by the Delivery and Refund Policy.

21.5 Clauses 10, 11.3, 15, 19, 20, 23 and 24 continue to apply after your account closes or the Service Term ends.

22. Clauses that limit your rights

In terms of section 49 of the CPA, we draw your attention to the following clauses, which limit our liability, place risk on you, require you to indemnify us, or limit refunds:

Clause	What it does
7.7	Fee is non-refundable once your Verified Profile is activated
7.8	No seven-day cooling-off right, because you asked for immediate activation
9.7 and 9.8	No guarantee of traffic, voters reached, votes or Election result
10.3 and 13.6	Candidates and parties are responsible for how they use Canvass Leads
18.2	Platform provided "as is", subject to the CPA
19	Limits our liability, capped at the greater of R249 or fees paid
20	Candidates indemnify us
21.3	No refund if we suspend or close your account for breach

By ticking the acceptance box, you confirm that you have read and understood these clauses.

23. Complaints and disputes

23.1 Please contact us first at info@knowyourcandidate.co.za or +27 76 570 9550. We will acknowledge a complaint within 2 business days and aim to resolve it within 10 business days.

23.2 If we cannot resolve your complaint, you may approach:

- the Consumer Goods and Services Ombud (CGSO);
- the National Consumer Commission; or
- for privacy complaints, the Information Regulator.

23.3 Please raise any problem with a payment with us before you dispute it with your bank or Payfast. A chargeback for a Verified Profile that was activated and delivered will be contested with proof of activation and use.

23.4 These Terms are governed by the law of the Republic of South Africa.

23.5 You consent to the jurisdiction of the Magistrates' Court under section 45 of the Magistrates' Courts Act 32 of 1944, for any claim that would otherwise exceed its jurisdiction. This does not stop either party from approaching any High Court that has jurisdiction.

24. General

24.1 **Whole agreement.** These Terms, with the policies listed in clause 2.3, are the whole agreement between you and us about the Platform.

24.2 **Severability.** If any clause is found unlawful or unenforceable, it will be treated as removed, or limited to the extent the law allows, and the rest of these Terms remain in force.

24.3 **No waiver.** If we do not enforce a right immediately, we have not given it up.

24.4 **Transfer.** We may transfer our rights and obligations under these Terms to a successor that takes over the Platform. You may not transfer yours without our written consent.

24.5 **Notices.** We may send notices to the email address on your account. You may send notices to info@knowyourcandidate.co.za, and legal process to the address for service in clause 1.2. An email is regarded as received when it enters the recipient's information system, in line with section 23 of ECTA.

24.6 **Electronic agreement.** These Terms form a binding agreement concluded electronically, and your acceptance by tick box or use is valid under ECTA.

24.7 **Language.** These Terms are written in English. If they are translated, the English version prevails.

Effective date: 26 October 2026. Version 1.0.