

BILATERAL PLATFORM USE & RECRUITMENT AGENCY SERVICE AGREEMENT

This Agreement is made and entered into effective as of the date of electronic execution (the "Effective Date"), by and between:

1. **Helper Advisor**, a digital platform operating via www.helperadvisor.com and its associated development domains, with its principal operating base in Nairobi, Kenya (hereinafter referred to as the "**Platform**"); and
2. **The Agency**, a recruitment, vetting, or placement agency operating under the laws of the Republic of Kenya, who registers for, accesses, or uses the Platform's business infrastructure (hereinafter referred to as the "**Agency**").

The Platform and the Agency shall collectively be referred to as the "Parties" and individually as a "Party."

1. RECITALS

- **WHEREAS**, the Platform is a neutral technology intermediary providing an online marketplace designed to facilitate connections between domestic workers, employers, and placement agencies;
- **WHEREAS**, the Agency provides independent recruitment, vetting, training, or placement services for domestic workers and wishes to access the Platform to source candidates, manage listings, or interact with employers;
- **NOW, THEREFORE**, the Parties agree as follows:

2. NEUTRAL INTERMEDIARY STATUS & LIABILITY SHIELD

- **Neutral Technology Provider:** The Agency explicitly acknowledges and agrees that Helper Advisor is a neutral technology platform. The Platform is not an "Employment Agency" under the *Labour Institutions Act* of Kenya, nor is it an "Employer" under the *Employment Act (Cap 226)*.
- **No Joint Employment:** The Agency operates as an independent business contractor using the Platform's software tools. This Agreement does not establish a partnership, joint venture, agency, or employer-employee relationship between the Platform and the Agency, nor between the Platform and any candidate represented by the Agency.

- **Employment Contract Responsibility:** Any placement or employment contract brokered by the Agency using candidate records sourced from the Platform is strictly between the respective Employer, the Agency, and the domestic worker. The Platform assumes zero liability for employment disputes, salary claims, physical injury, or operational performance.
- **Statutory Deductions:** The Agency confirms that it, or the respective Employer it services, is exclusively responsible for calculating and remitting all statutory deductions required under Kenyan law for placed workers, including but not limited to PAYE, NSSF, NHIF, and the Affordable Housing Levy. The Platform assumes no administrative or financial liability for these statutory requirements.

3. MANDATORY DATA PROTECTION COMPLIANCE (DPA, 2019)

- **Data Use Authorization:** The Agency warrants that it has obtained independent, explicit, and written authorization from every candidate/domestic worker it registers or manages on the Platform, allowing their personal and professional data to be hosted, used, and processed within the website.
- **Joint Data Controller Obligations:** Upon accessing or downloading candidate records, user data, or employer information from the Platform, the Agency assumes separate, independent status as a Data Controller under the *Kenya Data Protection Act, 2019*.
- **The Agency strictly covenants that it will:**
 - Process such personal data solely for legitimate, authorized domestic worker placement activities.
 - Never sell, trade, share, or export user data outside the Platform to unverified third parties without explicit, documented data subject consent.
 - Maintain robust technical and administrative security frameworks to shield the data from unauthorized access or accidental leaks.
- **Vetting and Profile Accuracy:** The Agency assumes full legal responsibility for verifying the validity, health status, criminal record clearances, and references of any candidate it features on the Platform. The Platform acts strictly as a hosting service and does not warrant the accuracy of user-provided metrics.

4. CYBERSECURITY GOVERNANCE & ENFORCEMENT (CMCA, 2018)

- **Compliance Pledge:** The Agency pledges strict conformity with the provisions of the *Computer Misuse and Cybercrimes Act, 2018 (CMCA)*.
- **Prohibited Platform Activities:** The Agency shall not engage in:
 - **Data Scraping:** Running automated scripts, scrapers, crawlers, or bots to mass-harvest employer phone numbers or candidate data for external repositories without prior written permission.
 - **Unauthorized Interference:** Attempting to compromise backend access, bypass authentication systems, or perform unauthorized security penetration testing on the Platform.
- **Statutory Reporting:** Any identified deployment of malicious code, data scraping, or unauthorized access by the Agency will result in instantaneous account termination, data retention for audit trails, and reporting to the National KE-CIRT/CC and law enforcement authorities.

5. FINANCIAL TERMS & TRANSACTIONS VIA PAYSTACK

- **Third-Party Payments:** All financial transactions on the Platform, including placement fees paid by Employers for the Agency's services, are routed and handled securely through **Paystack**.
- **Placement Commission & Fee Deductions:** For every domestic worker (househelp/helper) successfully selected and hired by a User/Employer through the Platform, the Agency agrees to pay Helper Advisor a fixed platform commission of **twenty percent (20%)** of the placement fee.
- **Net Remittance Process (48-Hour Settlement):** When a User/Employer remits payment for a helper via the Platform, Helper Advisor shall automatically deduct its 20% commission at the source. The Agency shall subsequently receive the net balance of the money (80%), which will be transferred to their designated account within **forty-eight (48) hours** after the payment has been successfully completed and cleared by the User/Employer.
- **Financial Data Isolation:** The Platform does not access or store sensitive cardholder details, CVVs, or payment passwords. All financial data processing is securely offloaded to Paystack. The Platform is not liable for structural billing errors or transaction dropouts stemming from Paystack's portal.

6. LIMITATION OF LIABILITY & INDEMNIFICATION

- **Indemnity Clause:** The Agency agrees to defend, indemnify, and hold completely harmless Helper Advisor, its owners, and its technical staff from and against any third-party claims, legal losses, damages, or regulatory penalties (including ODPC administrative fines) resulting from the Agency's breach of data privacy obligations, labor disputes under the *Employment Act*, or fraudulent listings.
- **Liability Ceiling:** To the maximal extent permitted by Kenyan law, the aggregate liability of the Platform to the Agency for any underlying cause of action shall be strictly limited to a maximum cap of **KES 10,000**.

7. GOVERNING LAW AND DISPUTE RESOLUTION

- **Governing Law:** This Agreement shall be governed by, interpreted, and enforced strictly in alignment with the laws of the Republic of Kenya.
- **Amicable Resolution:** In the event of an operational or contractual disagreement, the Parties shall first pursue an informal, amicable settlement within fourteen (14) days of written notice.
- **Arbitration:** Any dispute that cannot be settled informally shall be referred to a single arbitrator appointed by the Chairman of the Chartered Institute of Arbitrators (Kenya Branch). The venue for all hearings shall be Nairobi, Kenya, and the language used shall be English.

8. ELECTRONIC EXECUTION

By signing up, registering a business or agency profile, accessing the agency dashboard, or actively using the Platform in any capacity, the Agency explicitly confirms that they have read, understood, and fully agree to all the terms set forth in this Agreement. Furthermore, the Agency acknowledges that this Agreement constitutes a legally binding contract, and by proceeding, they are strictly held by, and fully accountable under, the applicable laws of the Republic of Kenya.

Helper Advisor signature



Agency signature

