

For everyone

Privacy policy

What personal information we collect, why, who sees it, how long we keep it, and the rights POPIA gives you.

Updated 13 October 2026 · Version 1.4

IN SHORT

- We collect what a job needs, and not more. We do not sell your personal information to anyone.
- Your street address and mobile number are hidden from a tradesperson until you hire them.
- Section 3 lists everything we hold, why we hold it, our legal basis, and how long it stays.
- Section 13 sets out your POPIA rights and exactly how to use them.

A plain summary to orient you. The sections below are the agreement.

1. The short version

- We collect what is needed to run a job: who you are, where the work is, what you want done, and what happened.
- A tradesperson does not see your street address or your mobile number until you hire them.
- We do not sell personal information. We have never done it and we will not.
- We read message content only when investigating a complaint, a safety report or suspected fraud.
- We do not use your messages or photographs to train third-party AI models.
- You can see, correct, download or delete what we hold. Section 13 shows you how.

2. Who is responsible for your information

For most of what happens on ToolBox, **we are the responsible party** under the Protection of Personal Information Act 4 of 2013.

Responsible party

ToolBox Group (Pty) Ltd

Registration number 2026/739048/07
Address 9 Arend Street, Bergsig, Great Brak River, Western Cape, 6525
Information Officer Jacques Barnard, Managing Director
Information Regulator registration 2026-066735
Privacy contact privacy@toolbox.africa

There are two situations where somebody else is responsible, and it matters because it changes who you ask.

When you hire a tradesperson, their contact details reach them and they become a **responsible party in their own right** for how their business then uses your information: their job file, their invoicing, their records. Their obligations to you are their own, and we set them out in section 11 of the **Terms for tradespeople** (toolbox.africa/legal/pro-terms). Ask them directly about what they hold.

When a tradesperson sends you a quote or invoice through ToolBox, we are acting as their **operator**, processing on their instructions. The document is theirs. We keep it secure and we do not use it for our own purposes.

3. What we collect, why, and for how long

This is everything. Each card gives the information, why we need it, the lawful basis in POPIA section 11, and how long we keep it. The declarations we make to Google Play and the Apple App Store about the app's data use are drawn from this list, and we reconcile them with it at every release, so that what the store shows you and what this page says are the same thing.

When you create an account

Your name, mobile number and email address

WHY

To create your account, to sign you in with a one-time code, and to let a tradesperson you have hired reach you.

BASIS

Necessary to conclude and perform our agreement with you, section 11(1)(b).

KEPT

While your account is open, then 3 years, so that a later complaint or claim can still be traced.

Your one-time codes, sign-in times and device

WHY

To sign you in securely and to spot someone else trying to reach your account.

BASIS

Our legitimate interest in keeping accounts secure, section 11(1)(f).

KEPT

12 months.

When you tell us about your home

Your home type, whether you own or rent, and how comfortable you are hiring

WHY

To tailor ToolBox's guides and suggestions to your home. Every question is optional.

BASIS

Your consent, given by answering, section 11(1)(a). Skip a question to withhold it.

KEPT

While your account is open.

When you post a job

What the job is, photographs, voice notes and your preferred timing

WHY

So that tradespeople can understand the job and quote accurately. Tradespeople see the description, the photographs and the suburb.

BASIS

Performing our agreement with you, section 11(1)(b).

KEPT

3 years after the job closes. Photographs on a job that never went anywhere are deleted after 12 months.

The address the work is at

WHY

To match you with tradespeople who cover the area, and to give the address to the one you hire.

BASIS

Performing our agreement with you, section 11(1)(b).

KEPT

While the address is saved to your account, then 3 years after the last job there.

Your address and number stay hidden until you hire

Until you hire someone, a tradesperson sees your suburb and your display name. Not your street address, not your mobile number, not your surname. They are released to that one tradesperson at the moment you hire them, and to nobody else.

When you message and receive quotes

Messages between you and a tradesperson, and the quotes and invoices sent

WHY

To deliver them, to keep the record of what was agreed, and to have evidence if there is a complaint or a Guarantee claim.

BASIS

Performing our agreement, section 11(1)(b), and our legitimate interest in a fair complaints process, section 11(1)(f).

KEPT

5 years after the job closes, which matches the ordinary period for a contract claim in South Africa.

Whether a message was delivered and read

WHY

So both of you can see whether the other has seen it, which is the single most common source of disputes.

BASIS

Performing our agreement, section 11(1)(b).

KEPT

With the message.

We do not read message content routinely and no person at ToolBox browses your conversations. We read them when investigating a complaint, a safety report, a Guarantee claim or suspected fraud, and automated filters check for spam, scam patterns and prohibited content. Before you hire, we also check messages and job details automatically so that phone numbers, email addresses, links and bank details stay hidden from the other side. When something is hidden from a message, we keep what you wrote with it, for you and for a complaint or fraud case, and nowhere else. A number taken out of a job description is not kept at all. We also keep a one-way code of each detail we hid (a code that cannot be turned back into the number), so the same number pushed across many conversations can be spotted, and a count of how often each side of a conversation tried.

When a tradesperson applies to be verified

Identity: full name, ID or passport number, a photograph of the document, a selfie check

WHY

To confirm the person is who they say they are before they can be invited into homes.

BASIS

Performing our agreement with them, section 11(1)(b), and our legitimate interest in user safety, section 11(1)(f).

KEPT

While the account is open, then 5 years. Identity evidence is stored encrypted and access is restricted to the verification team.

Business details: trading name, company registration, VAT number, address

WHY

To confirm the business exists and is what it claims, and to print on quotes and invoices.

BASIS

Performing our agreement, section 11(1)(b), and legal obligation, section 11(1)(c).

KEPT

While the account is open, then 5 years.

Trade registrations: PIRB, SAQCC Gas, registered person, PSIRA, NHBRC, CIDB and the like

WHY

To verify the tradesperson may lawfully do the work, and to show homeowners a badge that means something. We confirm numbers with the issuing body where it allows it.

BASIS

Legal obligation and legitimate interest in safety, sections 11(1)(c) and 11(1)(f).

KEPT

While the account is open, then 5 years.

Insurance certificates and expiry dates

WHY

To show cover on the profile and to chase renewal before it lapses.

BASIS

Performing our agreement, section 11(1)(b).

KEPT

While the account is open, then 3 years.

Criminal record and adverse media checks, where the trade or the evidence warrants it

WHY

To keep people who present a danger out of other people's homes.

BASIS

Consent obtained at the time, section 11(1)(a), and our legitimate interest in safety, section 11(1)(f).

KEPT

The result and its date. We do not keep the underlying report longer than 12 months.

People connected to the business: directors, partners, employees and subcontractors who work on ToolBox jobs

WHY

A homeowner is entitled to the same assurance about whoever actually walks into their home. We verify the people who do the work, not only the person who signed up.

BASIS

Performing our agreement with the business, section 11(1)(b), and our legitimate interest in safety, section 11(1)(f). Consent where a check requires it.

KEPT

While that person is linked to the account, then 5 years.

If you give us someone else's details, please tell them first

When a tradesperson gives us information about an employee, a subcontractor, a partner or a director, POPIA requires that person to be told. That duty is the tradesperson's, not ours. Show them this policy, and make sure they know their details will be verified and that their name may appear in a review of work they did. If you cannot do that, do not send us their information.

Applications that were unsuccessful

WHY

To show that our process was applied consistently, to detect duplicate and fraudulent applications, and to recognise someone who was refused for a safety reason if they apply again.

BASIS

Our legitimate interest in the integrity of verification, section 11(1)(f).

KEPT

3 years, or longer where the refusal was on safety or dishonesty grounds.

A place in the first 100: its dates, and a one-way code made from the ID number

WHY

To give the first 100 tradespeople we verify their free year, and to hold that offer to one place per person. The code cannot be turned back into the number, and we never keep the number for this.

BASIS

Performing our agreement, section 11(1)(b), and our legitimate interest in a fair offer, section 11(1)(f).

KEPT

Until 5 years after the last free year in the offer ends, as part of our accounting records, and including after an account is closed so that the same person cannot take a second place. The account reference the place was given to is kept with it.

When you leave a review

Your rating, your written review, your display name and your suburb

WHY

Reviews are published so other homeowners can decide. Your full name, address and contact details are never published.

BASIS

Performing our agreement, section 11(1)(b), and our legitimate interest in an honest marketplace, section 11(1)(f).

KEPT

Published for as long as the tradesperson's profile exists. If you delete your account the review stays but is detached from your identity.

We may show the tradesperson enough to identify the job and reply. We may contact you to confirm a review is genuinely yours.

When you pay or are paid through ToolBox

Payments for work: the amount, what it was for, the date, how it was paid (card or bank, and the card's brand or the bank), Paystack's reference, its fee, and the receipt

WHY

To show the job as paid, to issue the receipt, to answer a dispute or chargeback, and to keep the accounting records.

BASIS

Performing our agreement, section 11(1)(b), and legal obligation to keep accounting records, section 11(1)(c).

KEPT

5 years after the payment, as tax law requires.

A tradesperson's settlement bank details: the bank, the account holder and the account number

WHY

To open the account with Paystack that payments for their work settle to, and to check it is in their own name or their business's. Paystack receives these details for that purpose.

BASIS

Performing our agreement, section 11(1)(b), and our legitimate interest in preventing fraud, section 11(1)(f).

KEPT

While payments through ToolBox are switched on for the tradesperson, then 5 years, as tax law requires.

Card numbers are typed on Paystack's own page and handled only by Paystack. We never see or store a card number.

When you complain or claim under the Guarantee

Your account of what happened, photographs, quotes, invoices, proof of payment, and the messages on the job

WHY

To investigate, to put the complaint to the other side, to instruct an independent expert if one is needed, and to decide.

BASIS

Performing our agreement, section 11(1)(b), and our legitimate interest in a fair process, section 11(1)(f).

KEPT

5 years after the complaint closes. We keep the decision and its reasons for as long as we need to show it was fair.

Bank details, if we approve a Guarantee payment

WHY

To pay you.

BASIS

Legal obligation to keep accounting records, section 11(1)(c).

KEPT

5 years, as tax law requires.

We share relevant parts of a complaint with the other party, because nobody should be judged on something they were not shown.

When you use the app

Device model, operating system, app version, language, approximate location from your IP address, crash reports and diagnostics

WHY

To make the app work on your device, to fix crashes, and to spot abuse.

BASIS

Our legitimate interest in a working, secure product, section 11(1)(f).

KEPT

24 months, and crash reports for 12.

Precise location, only if you turn it on

WHY

To fill in your address and to show tradespeople near you. You can decline and type the address instead. Everything still works.

BASIS

Your consent, section 11(1)(a), which you can withdraw in your device settings at any time.

KEPT

Not stored as a history. Used at the moment you ask for it.

How you use the app: screens opened, features used, what you searched for

WHY

To understand what works and what does not, and to decide what to build.

BASIS

Our legitimate interest in improving the product, section 11(1)(f). Analytics that are not necessary run only with your consent, see [Cookies and tracking](doc:cookies).

KEPT

24 months, aggregated after that.

When you contact support, or subscribe

Your message to us, the desk it went to, and our reply

WHY

To answer you and to keep the history so you do not have to repeat yourself.

BASIS

Performing our agreement, section 11(1)(b).

KEPT

3 years.

Subscription status and history

WHY

To give you the plan you paid for, renew it, and send your receipts. Card payments are processed by Paystack; we keep the card's brand, last four digits and expiry, and an encrypted code that lets Paystack charge it again. We never see the card number.

BASIS

Performing our agreement, section 11(1)(b), and legal obligation for accounting records, section 11(1)(c).

KEPT

5 years, as tax law requires.

4. Where else information reaches us

- **From a tradesperson**, when they invoice you or record work on a job.
- **From a registration body**, when we confirm a number a tradesperson gave us.
- **From a public source**, such as CIPC, when we check a business is real.
- **From another user**, when they complain about you or report something.
- **From Paystack**, when a tradesperson pays for the subscription: the amount, the date and whether it went through, and the card's brand, last four digits and expiry. Never the card number.

5. Special personal information, and children

We do not seek out special personal information as POPIA defines it: race, health, religious or philosophical beliefs, political persuasion, sex life, trade union membership, or biometrics.

Two exceptions, both narrow:

- **Criminal record information** on some tradespeople, on the basis in section 3 above and always with their knowledge.
- **A selfie check against an identity document**, which is biometric processing, used once to confirm a tradesperson is the person on the document, and then not used for anything else.

ToolBox is for adults. You must be 18 or older. We do not knowingly collect information about children, and where a job description or a photograph happens to contain something about a child, we treat it as we do all job content and it goes no further than the job. If you believe a child has given us information, email privacy@toolbox.africa and we will delete it.

6. Who we share with

We share only what is needed, only with the people listed here, and never for anyone else's marketing.

- **The tradesperson you hire.** Your name, mobile number and the address of the work, at the point you hire.

- **Tradespeople quoting on your job.** The description, the photographs and the suburb. Not your identity or your contact details.
- **The other side of a complaint.** What they need in order to answer it fairly.
- **An independent expert,** where we appoint one to assess workmanship on a claim.
- **Our service providers,** who process on our instructions under a written agreement and may not use your information for anything else: cloud hosting, database, crash reporting, email and SMS delivery, push notifications, and analytics. Every one of them is named, with what it does and where it is, in **Who processes your information** (toolbox.africa/legal/sub-processors). We add a provider to that page before it touches anything.
- **Paystack,** which processes card payments for the subscription, and payments for work made through ToolBox.
- **Regulators and authorities,** where the law requires it or where we are reporting a matter under section 11 of the **sanctions policy** (toolbox.africa/legal/sanctions): the SAPS, the Information Regulator, the National Consumer Commission, and trade regulators such as PIRB, SAQCC Gas, PSIRA and the NHBRC.
- **Professional advisers,** under a duty of confidence.
- **A debt collector,** where a subscription debt is genuinely owed and we have asked you for it first.
- **A buyer of our business,** if ToolBox is ever sold, with your rights unchanged. We would tell you first.

Two things we do after a tradesperson leaves. We check, from time to time, that the ToolBox badge and name have come off vehicles, printed material and websites, because a removed tradesperson still displaying it misleads homeowners about a check they no longer hold. And we keep enough of a record to recognise someone who was removed on safety grounds if they apply again under a different name. Both rest on our legitimate interest in protecting the public, section 11(1)(f).

We do not sell your personal information

Not to advertisers, not to data brokers, not to insurers, not to anyone. We do not build audiences from your information for third-party advertising platforms, and we do not share what you are looking for with anyone who wants to sell to you.

7. Sending information outside South Africa

Some of our service providers store information outside South Africa. Section 72 of POPIA allows this only in defined circumstances, and we rely on written agreements that impose protection substantially similar to POPIA, including the conditions for lawful processing and restrictions on onward transfer.

Where information leaves South Africa, it is to reputable providers in jurisdictions with recognised data protection regimes, and it stays subject to those agreements. Which providers hold what, and in which country, is set out in **Who processes your information** (toolbox.africa/legal/sub-processors).

8. How we protect it

- Everything travels encrypted, and identity documents and evidence are encrypted at rest.
- Access is by role and by need. Most of our team cannot see identity documents or message content at all.
- Access to sensitive records is logged.
- Sign-in is by one-time code, so there is no password of yours for anyone to steal from us.
- We test, patch and review, and staff who handle personal information are trained and bound to confidentiality.

If a security compromise affects your personal information, section 22 of POPIA requires us to notify the Information Regulator and you, as soon as reasonably possible after we establish what happened. We will tell you plainly what was affected and what to do about it.

9. Direct marketing

If you are a ToolBox customer, we may send you occasional messages about ToolBox itself, on the basis section 69(3) of POPIA allows for existing customers and our own similar services. Every one has a way to stop it, and stopping takes effect immediately.

If you are not, we will not send you electronic direct marketing without the consent POPIA requires. The regulations prescribe the form that consent takes, Form 4, and it is a specific, written request that names what you are consenting to and how to withdraw. A pre-ticked box is not it, and neither is a checkbox with no explanation. Where the app asks for marketing consent, it asks in that form.

Either way:

- We never sell or rent your details to anyone else for marketing.
- Service messages, such as a quote arriving or a tradesperson confirming a time, are not marketing and do not carry an unsubscribe link. You can control them under Notifications.
- Turn marketing off in Settings, or by the link in any marketing message, or by emailing privacy@toolbox.africa.
- You may also register on the opt-out registry the Consumer Protection Act provides for.

10. Automated decisions

Software helps us in several places: ordering search results, matching a job to trades, flagging suspicious reviews, screening photographs, and scoring risk on an account.

No decision that matters to you is made by software alone

Section 71 of POPIA says you may not be subjected to a decision with legal consequences, or that substantially affects you, based solely on automated processing. Our policy goes slightly further than the law requires. Refusing verification, upholding a complaint, removing a review, sanctioning or removing an account, and deciding a Guarantee claim are **always decided by a person** who can see the whole picture. Software may raise a flag. It never presses the button. And you can appeal any of those decisions to a different person, under the **sanctions policy** (toolbox.africa/legal/sanctions) or the **Guarantee terms** (toolbox.africa/legal/guarantee).

11. Where we use AI

- Turning a voice note into text, so you can describe a job by talking.
- Suggesting which trade a described job needs.
- Ordering search and lead results.
- Detecting fake reviews, spam and scam patterns.
- Screening uploaded photographs for content that should not be published.

Some of these run on services operated by third parties under contract to us. Where they do, those providers may process the content only to give us the result, and may not use it for their own purposes.

We do not use your messages, photographs or job descriptions to train third-party AI models. Output can be wrong, so treat a suggested trade or a transcription as a helpful guess, and never as professional advice.

12. How long we keep things

Each card in section 3 gives its own period. The principles behind them:

- We keep information while your account is open, because you are using it.
- After that, we keep what we need to answer a later dispute. The ordinary period for a contract claim in South Africa is three years from when it arose, so most job records are kept longer than that, at five years, to be safe on both sides.
- Tax and accounting records are kept for five years because tax law requires it.
- Verification records are kept for five years, so that we can show a check was properly done.
- Safety and sanction records are kept longer, because someone removed for endangering a person must not quietly return under a new name.
- After a period ends, we delete or de-identify. De-identified information, which can no longer be connected to you, may be kept for statistics.

13. Your rights, and how to use them

POPIA gives you these rights. We do not charge for any of them except where the law allows a fee for copies, and we will tell you before charging anything.

Access

Ask what we hold about you and get a copy. Section 23.

Correction

Have information that is wrong, misleading or out of date corrected. Section 24.

Deletion

Have information deleted where we no longer have a lawful reason to keep it. Section 24.

Objection

Object to processing we do on the basis of legitimate interest. Section 11(3).

Stop marketing

Withdraw from direct marketing at any time. Section 69.

Withdraw consent

Where we relied on consent, take it back. This does not undo what was lawful before. Section 11(2).

Portability

Ask for your information in a common, machine-readable format.

Not to be profiled

Not to be subject to a decision based solely on automated processing. Section 71.

Complain

To us, and to the Information Regulator. Section 5(h).

Go to court

POPIA gives you a civil claim for damages for a breach, whether or not there was intent or negligence. Section 99.

How to use them. Much of it is in the app already: edit your profile, download your data, and delete your account under Settings. For anything else:

Email the privacy desk



We reply within **30 days**. If we need longer, we tell you why before that runs out. We may ask you to confirm who you are first, so that nobody else can ask for your information. Where we refuse a request,

we tell you why and how to challenge it.

Deleting your account removes your profile and your personal details. It does not remove your published reviews, which are detached from your identity and stay, nor records we must keep by law or for an open complaint. We tell you exactly what will remain before you confirm.

14. Cookies and similar technologies

Covered separately in **Cookies and tracking** (toolbox.africa/legal/cookies), including what runs without asking, what only runs with your consent, and how to change your mind.

15. Complaining

Come to us first if you can, at privacy@toolbox.africa. We acknowledge within 2 business days and answer within 30 days.

You do not have to come to us first, and you can go to the regulator at any time:

Information Regulator (South Africa)

EMAIL

enquiries@inforegulator.org.za

PHONE

010 023 5200, or toll free 0800 017 160

ADDRESS

JD House, 27 Stiemens Street, Braamfontein, Johannesburg, 2001

FOR

A complaint about how we, or a tradesperson, handled your personal information.

You may also bring a civil claim under section 99 of POPIA.

16. Our Information Officer

POPIA requires every organisation to have a registered Information Officer. Ours is Jacques Barnard, Managing Director, registered with the Information Regulator under number 2026-066735, and reachable at privacy@toolbox.africa or at the address in section 2. They are responsible for our compliance, for handling your requests, and for our **PAIA manual** (toolbox.africa/legal/paia).

17. Changes

We update this policy as the product changes. The version and date are at the top, previous versions stay available here, and we give **20 business days' notice** in the app and by email before a change that materially affects how we use your information. If you do not accept it, you may close your account before it takes effect.

If anything here is unclear, ask before you rely on it. We would rather explain a clause than argue about it later.