

Terms of Service: Job Seekers

PLEASE READ THESE TERMS OF SERVICES CAREFULLY BEFORE ACCESSING OR USING THE SERVICES. IF YOU DO NOT AGREE TO THESE TERMS OF SERVICE, YOU MAY NOT ACCESS OR USE THE SERVICES.

BY CLICKING ON “REGISTER” OR “SUBMIT” OR “I AGREE” YOU ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTOOD ALL OF THE TERMS OF THIS AGREEMENT AND YOUR INTENT THAT IT WILL BE BINDING BETWEEN YOU AND US.

1. OUR RELATIONSHIP WITH YOU

- 1.1. These are the terms and conditions (“**Terms of Service**”) relevant to the Services we supply. These Terms of Service refer to the following additional terms which also apply to Your use of our Services:-
 - 1.1.1. Our **Terms of Use**;
 - 1.1.2. Our **Privacy Policy**;
 - 1.1.3. Our **Acceptable Use Policy**;
- 1.2. The above terms and conditions and policies are hereby incorporated by reference and together is the agreement (“**Agreement**”) between us and You for purposes of the Services. If there is any conflict between the above terms and conditions/policy and the Terms of Service the latter will prevail.
- 1.3. You acknowledge and agree that the provision of our Services to You (as Job Seeker) creates a direct business relationship between us and you. When we refer to “you”, it means the Job Seeker, unless specifically stated otherwise.
- 1.4. We do not, and shall not be deemed to, direct or control you (as Job Seeker) generally or in your performances under this Agreement specifically, including in connection with the provision of services as a Job Seeker to the Employer. Where we do provide certain guidance and direct you, we will state the criteria that we will use.
- 1.5. You retain the sole right to determine when, where, and for how long you will utilise our Services. As Job Seeker you retain the option, via our Services, to identify job opportunities that suit your needs to either apply for or ignore said opportunities. As Job Seeker you retain the option, via our Services, to complete a profile on the JOBJACK Platform, from which a CV is automatically generated. This profile may include personal information, work history, skills, and, where applicable, the completion of assessments or other application-related inputs. The profile-based CV and any completed assessments may be made available to Employers to evaluate your suitability for job opportunities. Consent for the completion of assessments and for the conducting of any verification checks is obtained on the Platform prior to such processing.
- 1.6. As Job Seeker you retain the option, via our Services, to engage with the Service Providers that upload User Content to our Platform.
- 1.7. Except as otherwise expressly provided herein, the relationship between us and you are solely that of independent contracting parties. You expressly agree that no joint venture, partnership, or agency relationship exists between you and us and that neither of us (except where agreed in writing under these Terms of Service) have the authority to bind each other or hold ourselves out as an agent or authorised representative of the other.
- 1.8. **IMPORTANT: WE ARE PRIMARILY INTERESTED IN BRINGING TOGETHER THE JOB SEEKER AND THE EMPLOYER, AND TO PROVIDE AN OPPORTUNITY FOR SERVICE PROVIDERS TO PRESENT THEIR SERVICES TO JOB SEEKERS AND EMPLOYERS. YOU ACKNOWLEDGE AND AGREE THAT WE ARE NEITHER A JOB SEEKER OR JOB PROVIDER OR AGENT OF THE JOB SEEKER OR EMPLOYER OR SERVICE PROVIDER. WE ARE A TECHNOLOGY SERVICE PROVIDER AND DO NOT PROVIDE EMPLOYMENT VIA OUR SERVICES. WE INTRODUCE THE EMPLOYER TO THE JOB SEEKER WHO WISHES TO MAKE HIS/ HER SERVICES AVAILABLE TO A POTENTIAL EMPLOYER AND THE SERVICES OF SERVICE PROVIDERS WHO WISH TO MAKE THEIR SERVICES AVAILABLE TO JOB SEEKERS AND EMPLOYERS. WHILE OUR ROLE REMAINS THAT OF AN INTERMEDIARY, WE MAY OFFER ANCILLARY SERVICES SUCH AS ACCESS TO ASSESSMENTS, TRAINING MODULES AND PAYROLL INTEGRATIONS FOR THE BENEFIT OF USERS, SUBJECT TO SERVICE-SPECIFIC TERMS AND CONDITIONS. THESE SERVICES ARE PROVIDED ON AN INFORMATIONAL OR FACILITATIVE BASIS ONLY AND DO NOT ALTER OUR POSITION AS A NEUTRAL PLATFORM PROVIDER.**

2. SERVICES: RIGHTS AND RESTRICTIONS

- 2.1. The Service is not available for use by persons under the age of 18.
 - 2.1.1. Any person between the ages of 15 and 18 may not apply for any job opportunities on the website without the prior, express, written consent and active supervision of their parent or legal guardian.

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- 2.1.2. Where such consent is provided, the parent or legal guardian shall be deemed to have agreed to these Terms and Conditions and may be held jointly and severally responsible for the obligations of the minor.
- 2.2. Subject to these terms and conditions, we hereby grant you a non-exclusive, non-transferrable, non-assignable and non-sub licensable license to access and use our Services, including but not limited to facilitate communications between you, us, the Employer and/or Service Provider.
- 2.3. You agree to comply with all applicable laws when using our Services and you may only use our Services for lawful purposes. You will not in your use of the Services cause nuisance, annoyance, inconvenience, or property damage.
- 2.4. The Services and all rights therein are and shall remain JOBJACK's property or the property of JOBJACK's licensors (where applicable). Neither these Terms of Service nor your use of the Services convey or grant to you any rights: (i) in or related to the Services except for the limited license granted above; or (ii) to use or reference in any manner our company names, logos, product and service names, trademarks or services marks ("Marks") or those of JOBJACK's licensors (if any) unless authorised in writing by us.

3. YOUR RELATIONSHIP WITH OTHER USERS

- 3.1. You acknowledge and agree that:-
- 3.1.1. Your engagement with other Users creates a direct relationship between You and the Other User. We are not responsible or liable for the actions or omissions of a User in relation to You or Your activities under such relationship.
- 3.1.2. You will use caution in all interactions with other User's, particularly if you decide to communicate off the Platform or meet in person.
- 3.1.3. We may release your information you have submitted to us to provide the Services, facilitate your use of the Platform, or enable your interactions with other Users in terms of these Terms of Service. We will inform you what information will be released at what stage or purposes of your engagement with another User. Details regarding what information is shared and when are set out in our **Privacy Policy**. You will not provide your financial information (for example, your credit card or bank account information), or wire or otherwise send money to other Users, except through authorised or integrated payment or payroll functionality made available through the Platform. JOBJACK may collect and process certain financial information, such as bank account details, where necessary to facilitate payroll integration services.

4. AMENDMENTS TO THESE TERMS OF SERVICE

- 4.1. We may amend the Terms of Service related to our Services from time to time. Amendments will be effective upon our posting of such updated Terms of Service on our website and/or will be presented to you when you login to your Services Account.
- 4.2. **Your continued access and/or use of our Services after such posting constitutes Your consent to be bound by the Terms of Service (as amended).**

5. YOUR SERVICE ACCOUNT

- 5.1. In order to use most aspects of the Services, You must register for and maintain an active Services account ("**Service Account**");
- 5.2. You must be at least 18 years of age to create a Service Account.
- 5.2.1. Where you are between the age of 15 and 18, there must be prior, express, written consent and active supervision by your parent or legal guardian.
- 5.3. You may only have 1 (one) Service Account(s).
- 5.4. Service Account registration requires you to submit to us certain information. You agree: -
- 5.4.1. To provide and maintain accurate, complete, and up-to-date information on your Service Account;
- 5.4.2. That we may use the information you provide us with to submit to our selected service provider/s to provide the Services.
- 5.5. The presentation of the Services on our Website is an invitation to you to utilise the Services.
- 5.6. Register as a new user:

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- 5.6.1. By submission of your information under the Registration screen or further information does not mean we have concluded a contract with you (not yet);
- 5.6.2. Offer: The message submitted to us after you have clicked on “Register” constitutes your offer to use the JOBJACK Services.
- 5.6.3. Acceptance: For Job Seekers, our acceptance of your offer will take place on receipt of your information, [our verification of your abovementioned registration (if applicable) or information], and your receipt of our email to confirm successful registration (welcome email), at which point a contract will come into existence for our Services (“Commencement date”); you will then be seen as a User of the JOBJACK Services (“Registered User”).
- 5.6.4. If we cannot accept your order: If we are unable to accept your order, you will be informed of this directly on the Platform through an error message, and you will not be able to proceed with registration
- 5.7. **Submission of your information as per registration does not automatically give you the right to access the Services. We have the right not to grant you access to your Service Account or to revoke such right and disable any user’s use of the Services at any time if in our reasonable opinion, you have failed to comply with any of the provisions of these Terms of Service.**
- 5.8. During your initial submission of your registration information, you will be allowed to select the necessary access credentials or any other piece of information as part of our security procedures.
- 5.9. On acceptance of the registration information, you will be allowed to select or be provided with the necessary Service Account access credentials (i.e. username and password) or any other piece of information as part of our security procedures; **You MUST treat such information as confidential. You MUST not disclose it to any third party. We will not be liable for any loss or damage suffered by the User or any other third party attributable to your failure to maintain the confidentiality of your Password or any other credentials relevant for purposes of the Services.**
- 5.10. You agree that, once the correct username and password relating to the Service Account have been entered, irrespective of whether the use of the username and password is fraudulent or unauthorised, you will be liable for any activity that occurs during the access to the Services via the Service Account.
- 5.11. You will be able to change the personal or business information or submit up to date information to us via your Services Account Services and it is your responsibility to keep this information up to date and accurate.
- 5.12. **TAKE NOTE** : that we may access, use, store and disclose your account information and Content if required to do so by law, by performing our agreement with you, or in a good faith belief that such access, use, storage or disclosure satisfies a legitimate interest, including to: (i) comply with a legal process; (ii) enforce the agreement; (iii) respond to claims that any Content violates the rights of third parties; (iv) respond to your requests for customer service; or (v) protect the rights, property or personal safety of JOBJACK or any other person.
- 5.13. You are responsible for all activity that occurs under your Service Account, including selecting which of our services you would like to sign up for. You agree to maintain the security and secrecy of your Service Account details at all times. You may only possess one Service Account and may not assign or transfer your Service Account to any other person or entity. You may not authorise third parties to use your Service Account.
- 5.14. By creating a Service Account, you agree that the Services may send you informational text communications, via email and/ or any other communication channel as part of the normal business operation of your use of the Services. You may opt-out of receiving marketing and promotional communications from us by following the unsubscribe instructions provided in such communications. Operational and service-related communications (including account notifications, job application updates, and other essential information relating to your use of the Platform) form part of the Services and cannot be opted out of. You acknowledge that opting out of marketing and promotional communications may limit your awareness of opportunities and updates but will not affect your access to the Services.
- 5.15. If you know or suspect that anyone other than you knows your username or password, or you suspect unauthorised access to your Service Account, you must promptly notify us at the following email accounts in order for us to investigate the security breach further and you must further make sure you change your password to your Service Account immediately.
- 5.15.1. Job Seekers: jobseekers@jobjack.co.za;
- 5.16. You may not assign or otherwise transfer your Service Account to any other person or entity.

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- 5.17. You will (at all times) comply with the **Acceptable Use Policy** in relation to any User Content that may be uploaded to the JOBJACK Platform via your Service Account.

6. AVAILABILITY OF THE SERVICES AND SUPPORT SERVICES

- 6.1. Our Services may not be available at all times. It could happen that our website, including access to the Platform, be unavailable due to interruptions and necessary maintenance and repair work which is not within our control. Where reasonably possible we will notify you of any interruptions, however we will not be liable for any delay or non-execution of the Services as a result of such interruption.
- 6.2. We will be able to provide the User access to the JOBJACK Service Account in relation to the User's access rights once we have approved his/her registration.
- 6.3. To access any of the JOBJACK Services You will need Your own computer or mobile device or other suitable device and internet connectivity and You alone are responsible for buying, installing and maintaining Your connection to the internet and must pay all related costs, fees and expenses.
- 6.4. If You experience problems with the internet or Your internet connection, You should contact Your internet service provider first to try to resolve these problems before You contact us.
- 6.5. As part of our Services we shall make available appropriate support and maintenance services to Users. Kindly contact us on the following email account for more information in this regard.

6.5.1. Job Seekers: jobseekers@jobjack.co.za

7. OUR SERVICES

- 7.1. **Services may vary slightly from their description:** The information on our site is for general information purposes. Although we made every effort to display the correct content, we cannot guarantee that the content is 100% accurate. For more detailed information about our Services kindly contact us. If you identify any of the data or information provided to you that is not accurate or complete, then kindly contact us immediately.
- 7.2. **Third Party Materials:**
- 7.2.1. The Sites may display, include, or make available third-party content as part of the Services or provide links to third-party websites or services, including through third-party advertising (collectively, "**Third Party Materials**"). You acknowledge and agree that we are not responsible for Third Party Materials, including their accuracy, completeness, timeliness, validity, copyright compliance, legality, decency, quality or any other aspect thereof. We do not assume and will not have any liability or responsibility to you or any other person or entity for any Third Party Materials. Third Party Materials and links thereto are provided solely as a convenience to you, and you access and use them entirely at your own risk and subject to such third parties' terms and conditions. Take note that on the Third Party websites there may be other terms and conditions that apply. It will be important that you read these terms and conditions when using their services and accessing these sites.
- 7.2.2. **BY USING CERTAIN THIRD PARTY MATERIAL SPECIFIC THIRD PARTY TERMS AND CONDITIONS MAY APPLY. TAKE NOTE THAT WE WILL NOT FORM PART OF THAT CONTRACT, WHICH WILL BE BETWEEN YOU AND THE THIRD PARTY SERVICE PROVIDER. HOWEVER, WE HAVE BEEN APPOINTED AS AGENT FOR THE THIRD PARTY SERVICE PROVIDER TO ASSIST WITH ANY SERVICE ISSUES AND WILL ASSIST TO THE BEST OF OUR ABILITY WITH THE PROCESS TO RESOLVE ANY ISSUE BETWEEN YOU AND THE THIRD PARTY SERVICE PROVIDER.**
- 7.3. **Access to the JOBJACK Services via the website:** unless otherwise agreed to in writing, the Services will be provided to you as long as you comply with this Agreement. We reserve the right to de-activate your access to the Services in our sole discretion.
- 7.4. **Updates:** We may from time to time in our sole discretion develop and provide Services and website updates, which may include upgrades, bug fixes, patches and other error corrections and/or new features (collectively, including related documentation, "Updates"). Updates and Upgrades to the core framework and plug-ins will be processed automatically. Updates may also modify or delete in their entirety certain features and functionality. You agree that we have no obligation to provide any Updates or to continue to provide or enable any particular features or functionality. You may receive notice of Updates, however there is no obligation on us to notify you. You further agree that all Updates will be deemed part of the website and Services and be subject to all terms and conditions of this Terms of Service.
- 7.5. **Changes to third party technology integrators:** JOBJACK may replace any third party technology integrator, subject that such change shall not affect the functionality of the Services. Where any such change may affect the functionality of the Service, then JOBJACK will notify the User in writing in advance and provide the necessary guidelines as appropriate.

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- 7.6. **Unable to supply certain Services:** if we are unable to perform in terms of the Agreement on the grounds that the Services requested are unavailable and said availability has not been addressed under these Terms of Services, we will notify you of this fact.
- 7.7. **We are not responsible for delays outside our control.** If our supply of the Services is delayed by an event outside our control, we will contact you as soon as possible to let you know and we will take steps to minimise the effect of the delay. We will not be liable for delays caused by the event.
- 7.8. **Downtime and Service Suspensions:** Your access to and use of the Services may be suspended for the duration of any anticipated, unanticipated, scheduled or unscheduled downtime, maintenance, system updates, malfunction, or other unavailability of any portion or all of the Services for any reason, including as a result of power outages, system failures or other interruptions. We shall also be entitled, without any liability to you, to suspend access to any portion or all of the Services at any time, on a system-wide basis: (a) for scheduled downtime to permit us to conduct maintenance or make modifications to any part of the Services or resolve technical problems and minor technical changes; (b) in the event of a denial of service attack or other attack on the Services or other event that we determine, in our sole discretion, may create a risk to our Services, to You or to any of our other users if the Services were not suspended; or (c) in the event that we determine that any Services is prohibited by law or we otherwise determine that it is necessary or prudent to do so for legal or regulatory reasons.
- 7.9. **Monitoring:** We reserve the right to log, review, and otherwise examine any information stored on or passing through our networks or systems to ensure an effective Service and security of our website.
- 7.10. **Reliance on information:** In the performance of the Services JOBJACK shall rely on information and materials as received from the User. Unless agreed to otherwise in writing, JOBJACK has no editorial rights to the information and will rely on the information as-is received from the User in the execution of the Services; there is no obligation on JOBJACK to verify or investigate the accuracy of such submitted information or materials.
- 7.11. **Service undertakings:-** JOBJACK undertakes that the Services will be performed substantially in accordance with the Documentation and with reasonable skill and care. In addition to the specific responsibilities and obligations of JOBJACK set out elsewhere in this agreement, JOBJACK shall:
- 7.11.1. Keep abreast and comply with Applicable Law and shall ensure that it complies fully with Applicable Law that are applicable to the Services;
- 7.11.2. maintain all necessary licences, consents, and permissions necessary for the performance of its obligations under this agreement.
- 7.11.3. promptly advise the User should (i) the User fail to provide information that is necessary for the fulfilment of the Services; or (ii) the non-compliance by the User with its duties and responsibilities which is likely to result in a situation where the Fees payable by the User may need to be increased, in the case of Employers.
- 7.12. Notwithstanding the foregoing, JOBJACK:
- 7.12.1. Does not warrant or undertake that the use of the Services will be uninterrupted or error-free; or that the Services, Documentation and/or the information obtained by the User through the Services will meet the User's requirements; and
- 7.12.2. that the Services accessible through any of the Sites, or any content available through them, will be free from viruses, malware, or harmful components; and
- 7.12.3. is not responsible for any delays, delivery failures, or any other loss or damage resulting from the transfer of data over communications networks and facilities, including the internet, and the User acknowledges that the Services and Documentation may be subject to limitations, delays, and other problems inherent in the use of such communications facilities.
- 7.13. The User shall-
- 7.13.1. Provide JOBJACK with:
- 7.13.1.1. All necessary co-operation in relation to this Agreement; and
- 7.13.1.2. all necessary access to such information as may be required by JOBJACK;
- 7.13.2. Without affecting its other obligations under this Agreement, comply with all Applicable Laws with respect to its activities under this Agreement;

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- 7.13.3. carry out all other User responsibilities set out in this Agreement in a timely and efficient manner. In the event of any delays in the User's provision of such assistance as agreed by the parties, JOBJACK may adjust any agreed timetable or delivery schedule as reasonably necessary;
- 7.13.4. ensure that the user's use of the Services and the Documentation in accordance with the terms and conditions of these Terms of Services and shall be responsible for any Authorised User's breach of it;
- 7.13.5. obtain and shall maintain all necessary licences, consents, and permissions necessary for JOBJACK, its contractors and agents to perform their obligations under these Terms of Services, including without limitation the Services;
- 7.13.6. ensure that its network and systems comply with the relevant specifications provided by JOBJACK from time to time;
- 7.13.7. promptly report any incident or fault in the delivery of the Services and promptly respond to any queries or requests from JOBJACK and providing its full cooperation in the troubleshooting and resolution of any incident or fault or outage;
- 7.13.8. be, to the extent permitted by law and except as otherwise expressly provided in this agreement, solely responsible for procuring, maintaining, and securing its network connections and telecommunications links from its systems to JOBJACK's data centres, and all problems, conditions, delays, delivery failures and all other loss or damage arising from or relating to the Collaborator's network connections or telecommunications links or caused by the internet; and
- 7.13.9. not do anything that may bring JOBJACK into disrepute or reflect adversely on the business and integrity of JOBJACK.

8. REFERRAL REWARDS

- 8.1. From time to time JOBJACK may make available a referral programme or promotional initiative through which Job Seekers can earn data, airtime, food, or similar limited-use vouchers ("Referral Rewards"). Such Referral Rewards are provided on an ancillary basis, subject to availability, and may only be redeemed for the specific categories indicated. JOBJACK is not responsible for the redemption process or the products/services purchased with such vouchers, which remain subject to the terms and conditions of the relevant third-party providers.
- 8.2. Participation in the referral programme is available only to Job Seekers with an active Service Account and subject to such further eligibility criteria as may be communicated on the Platform.
- 8.3. A referral will only be recognised as valid where the referred applicant registers on the Platform through the Job Seeker's unique referral link, submits an application for a vacancy identified as a referral opportunity, and is subsequently appointed by the Employer. Such an appointment must be confirmed by JOBJACK before any Referral Reward is issued.
- 8.4. Referral Rewards are administered manually and may require the Job Seeker to provide identity or mobile number verification prior to issue. The type of voucher, as well as its availability, remains subject to our verification and discretion.
- 8.5. JOBJACK does not guarantee the appointment of any referred applicant, nor the issue of any Referral Reward where the conditions of the referral programme are not met in full.
- 8.6. JOBJACK may withhold or cancel a Referral Reward where we reasonably suspect fraud, abuse of the referral process or non-compliance with these Terms of Service. Such prohibited conduct includes, but is not limited to:
 - 8.6.1. Self-referrals;
 - 8.6.2. The creation of multiple accounts; and
 - 8.6.3. The indiscriminate or excessive distribution of referral links.
- 8.7. Referral links may be shared via third-party platforms such as messaging services or social media. JOBJACK is not responsible for the use, handling or processing of such links or related data by those third-party platforms.
- 8.8. By participating in the referral programme you consent to our monitoring of referral link usage and related application activity for the sole purpose of validating referrals and administering the programme.
- 8.9. JOBJACK may amend, suspend or withdraw the referral programme at any time and without prior notice, in our sole discretion.
- 8.10. Referral Rewards are promotional incentives only, carry no cash value, are non-transferable, and may not be redeemed or exchanged for money or any other consideration.

9. PROCESSING OF PERSONAL INFORMATION

- 9.1. Our **Privacy Policy** will apply when dealing with Personal Information via our Services.

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9.2. Take note:

- 9.2.1. To enable the Employer to determine whether it/ he/ she wishes to appoint the Job Seeker, the Employer will need certain Personal Information from the Job Seeker.
- 9.2.2. To enable the Service Provider to provide the services requested by you, the Service Provider may need certain Personal Information from you. The Service Provider will only have access to your Personal Information subsequent to your consent. By submitting your Personal Information and clicking on the submit button it is accepted as an indication to us that you consent to our submission of information to the Service Provider(s).
- 9.2.3. Where a service requires the conducting of checks (including but not limited to credit, risk, identity, qualification, or reference checks) by either JOBJACK or a third-party, a separate and explicit consent will be obtained via the JOBJACK Platform before any such checks are conducted.
- 9.2.4. Where a service requires the completion of assessments (including but not limited to skills tests, aptitude tests, behavioural assessments, or training-related evaluations) facilitated by either JOBJACK or a third-party, a separate and explicit consent will be obtained via the JOBJACK Platform before any such assessments are conducted.
 - 9.2.4.1. Assessment Data: Where a Job Seeker has completed an assessment(s), the results of such assessments are linked to the Job Seeker's ID number and retained for a minimum of five (5) years in accordance with applicable regulatory requirements. Even if a Job Seeker deletes their profile and creates a new one, the Job Seeker's ID will remain linked to their prior assessment data. Job Seekers may not re-take the same assessment within six (6) months of the date of their last assessment.
- 9.2.5. We will inform, where reasonably possible, the Employer / Service Provider that it/ he/ she has an obligation to process your Personal Information as a Responsible Party in accordance with the POPI Act.
- 9.2.6. Except for the above, we have no control over the processing of Personal Information between you and the Employer in terms of a possible Employment Agreement. You hereby indemnify us against all expenses, damages and liabilities as a result of actions or omissions of the other that may result in the infringement of your privacy, including your Personal Information during your relationship with the Employer under an Employment Agreement.
- 9.2.7. Except for the above, we have no control over the processing of Personal Information between you and the Service Provider in terms of a possible Service Agreement. You hereby indemnify us against all expenses, damages and liabilities as a result of actions or omissions of the other that may result in the infringement of your privacy, including your Personal Information during your relationship with the Service Provider under a Service Agreement.
- 9.2.8. The availability of User Content and available positions, subsequent to receipt of your Service Account details do not constitute direct marketing.

Take further note: By registering as a Job Seeker, you acknowledge and agree that JOBJACK may require your express, informed consent to process your Personal Information for the purposes of conducting verification and background checks, including but not limited to criminal record checks, credit checks, and debarment screenings. These checks may be facilitated by authorised third-party Service Providers. The results may be made available to prospective Employers as part of the application process, strictly in accordance with applicable data protection laws. Your Personal Information will only be processed for this purpose with your prior consent, and in accordance with our Privacy Policy.

10. THE CONTRACT BETWEEN YOU AND EMPLOYER/SERVICE PROVIDERS

10.1. Invitation to do business:

- 10.1.1. The presentation to the Job Seekers of available jobs/ vacancies and the invitation for an interview via our Services is an invitation to do business.
- 10.1.2. The presentation to the Job Seekers of services/ adverts by Service Providers and the invitation to engage with the services/ adverts via JOBJACK's Services is an invitation to do business.

10.2. The Offer

- 10.2.1. The Job Seeker's submission of his/ her information for purposes of a specific vacancy or potential vacancies constitutes an offer by the Job Seeker to the Employer.

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- 10.2.2. The Job Seeker's and Employer's submission of his/ her/ its information for purposes of engaging with the Service Provider for purposes of a specific service constitutes an offer by the Job Seeker or Employer to the Service Provider.
- 10.3. Employers will then have the opportunity to review the Job Seeker's application/ CV and it is at the sole discretion of the Employer whether they want to invite the Job Seeker for an interview.
- 10.3.1. JOBJACK may notify you of the status of your application using any of the communication methods available to us, including email, SMS, push notification, WhatsApp, or telephone. Any feedback received is dependent on the Employer, and JOBJACK does not guarantee that feedback will be provided or that your application will be acknowledged or reviewed.
- 10.4. **IMPORTANT:** the acceptance of the Job Seeker's application for an interview by the Employer will be communicated via the JOBJACK Platform. It is important to note that the publishing of said interest to interview via our Services does not mean that a contract has been concluded between the Job Seeker and Employer.
- 10.5. If a Job Seeker is no longer able to attend an interview for which they have been selected, or is no longer able to attend or perform a job for which they have applied or been appointed via the Platform, the Job Seeker must notify both JOBJACK and the Employer via the Platform as soon as reasonably possible. Where notification via the Platform is not possible, the Job Seeker must also notify both JOBJACK and the Employer directly. This obligation applies regardless of the category or nature of the job.
- 10.6. Acceptance: Acceptance will only take place subsequent to both parties agreeing to the terms and conditions of an Employment Agreement (also see par. 9.7 below) and Employer's communication of acceptance or in terms of a Service Agreement, the Service Provider's communication of its acceptance.
- 10.7. Cancellation of job by Employer:
- 10.7.1. If an Employer cancels a job after a Job Seeker has been appointed, it is the responsibility of the Employer to notify the Job Seeker of such cancellation. Where the cancellation is effected via the Platform, the Job Seeker may receive an automated notification through the Platform, but JOBJACK does not assume responsibility for notifying the Job Seeker directly.
- 10.8. To ensure that the parties understand their respective positions in the course of their engagement with one another, we will make the above process available via the Platform. This process is provided as a general guideline and is not subject to fixed timelines, as these are determined by the parties themselves and not controlled by us.
- 10.9. **Employment Agreement:**
- 10.9.1. An Employer and Job Seeker may create and use their own employment agreement.
- 10.9.2. All obligations under the Employment Agreement (including all payment obligations) are obligations directly between you and the Employer and are not made by and do not legally bind us. It is your responsibility to review the Employment Agreement in advance to determine whether it is suitable for your purpose(s). The Employment Agreement is to be used at your own risk and expense.
- 10.9.3. You acknowledge and agree that you may be required by an Employer to enter into one or more separate agreements, waivers or terms and conditions prior to commence with the particular job – it is your responsibility to understand those terms and conditions.
- 10.10. Employers are solely responsible and liable to Job Seekers for, without limitation, the following:
- 10.10.1. Employers Payment of any and all wages, compensation, or reimbursements for Permanent and/or Part-Time Jobs;
- 10.10.2. Deducting and remitting applicable taxes and statutory charges from such remuneration as required by law;
- 10.10.3. Providing equipment or materials required for the job, where applicable, in line with agreed job requirements.
- 10.10.4. If payments are facilitated via JOBJACK, effecting such payments in accordance with the Employer's SLA with JOBJACK.
- 10.11. Equipment:

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- 10.11.1. Employers are solely responsible for providing the necessary equipment for Job Seekers to perform a job ("Equipment").
- 10.11.2. Employers are solely responsible for ensuring that such Equipment is in good working order and complies with all relevant safety and operational laws.
- 10.11.3. Except as otherwise required by law, Employers assume all risk of damage or loss to the Equipment during the course of a job.
- 10.11.4. Employers further assume any and all liability arising from a Job Seeker's use of Equipment during the job.
- 10.12. Ratings and reviews:
 - 10.12.1. Job Reviews or ratings of JOBJACK submitted on external platforms (such as social media, search engines, or third-party review websites) are not governed by these Terms. JOBJACK may, in its discretion, respond to, report, or take appropriate action in respect of reviews that are false, misleading, defamatory, unlawful, or otherwise harmful.
 - 10.12.2. JOBJACK may also collect user feedback, including through Net Promoter Score (NPS) surveys and other internal feedback tools available on the Platform. Such feedback is used for service improvement and is not published as part of a User's public profile.
 - 10.12.3. All ratings and reviews must be fair, factual, and comply with the **Terms of Use**.

11. YOUR WARRANTIES (WHERE APPLICABLE)

- 11.1. **To ensure that we deliver a high-quality Service and that the services available via our Services are of quality you warrant that the:**
 - 11.1.1. Services offered by you will comply with all applicable laws and standards;
 - 11.1.2. Information you, as Job Seeker, provide is a true reflection of your abilities and the qualifications listed as part of your information are accurate and valid. Where you are required to complete assessments on the Platform, you must do so honestly, accurately, and to the best of your ability, without the use of unauthorised assistance, tools, or materials.
 - 11.1.3. As a Job Seeker, you are in a position to provide the required services to the Employer(s), as stated on our JOBJACK Platform and as Service Provider you are in a position and able to provide the required services to the person requesting same ; and
 - 11.1.4. User Content made available by you shall be a true presentation of your services.
- 11.2. **Take note:** if the conditions as per clause 11.1 above are not complied with, you may be liable for certain cancellation charges or claims or expenses that we may incur to assist the other party (in our discretion) and hereby indemnify us against any claim whatsoever.

12. OTHER USER CONTENT

Although JOBJACK reserves the right to review and/or remove Content that violates this Terms of Services, such Content is the sole responsibility of the User who posts it. Subsequently, JOBJACK cannot guarantee that all Content will comply with this Agreement. If you see Content on the Service that violates this Agreement, please report it within the functionality provided on the Service/Platform or via email on compliance@iobiack.co.za.

13. CHARGES/FEES AND PAYMENT

- 13.1. **Charges & Service Fee**
 - 13.1.1. **JOBJACK Service Fees:**
 - 13.1.1.1. The Service Fees to be paid for our Services will be presented to you on our website/Platform or in our SLA.
 - 13.1.1.2. Job Seekers may access the JOBJACK platform free of charge to view and apply for available job opportunities.
 - 13.1.1.3. The use of specific services, such as the training courses, will result in a once-off fee, as per the service-specific terms of service.
 - 13.1.2. While we take all reasonable steps to ensure the accuracy of pricing information, errors may occasionally occur. In such instances, please refer to paragraph 13.1.3 for further information and resolution steps.
 - 13.1.3. **What happens if we got the price wrong.** It is always possible that, despite our best efforts, some of the Services we make available may be incorrectly priced. We will normally check prices before accepting your order so that, where the Services' correct price at your order date is less than our stated price at your order date, we will charge the lower

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amount. If the Service's correct price at your order date is higher than the price stated, we will contact you for your instructions before we accept your order. If we accept and process your order where a pricing error is obvious and unmistakable and could reasonably have been recognised by you as a mispricing, we may end the contract and refund you any sums you have paid.

13.2. Employer Agreement remuneration and payment

13.2.1. The remuneration that the Employer is prepared to pay for the particular position available ("Remuneration") may be presented to you via our Services. It is always possible that, despite our best efforts, some of the available jobs/ vacancies we publish on the Platform may indicate the incorrect remuneration (if any). We will normally check remuneration before processing your application to the Employer, however it is still your responsibility to confirm the remuneration with the Employer prior to signing any Employment Agreement.

13.2.2. We have no control over the Employment remuneration amount. All employment-related terms are agreed upon directly between the Employer and the Job Seeker

13.2.3. We have no control over the payment of Employment remuneration and is this something that you will have to agree to with the Employer.

14. WARRANTIES

14.1. You hereby represent and warrant that:

14.1.1. You have full power and authority to enter into this Agreement and perform your obligations hereunder; and

14.1.2. you will comply with all applicable laws in your performance of this Agreement.

14.2. OTHER THAN AS AGREED TO UNDER THESE TERMS OF SERVICES, THE SERVICES AND OUR TECHNOLOGY ARE PROVIDED ON AN "AS-IS" BASIS, CONSEQUENTLY WE, AND OUR DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, REPRESENTATIVES, LICENSORS, THIRD PARTY PROVIDERS AND AFFILIATES MAKE NO, AND DISCLAIMS, ALL OTHER WARRANTIES AND CONDITIONS OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT, COMPATIBILITY, INTEROPERABILITY WITH OTHER SYSTEMS, SATISFACTORY QUALITY OR FITNESS FOR A PARTICULAR PURPOSE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

14.3. IN ADDITION TO OUR WARRANTIES UNDER OUR TERMS OF USE, WE DO NOT REPRESENT, WARRANT OR GUARANTEE THAT YOUR ACCESS TO OR USE OF OUR SERVICES WILL RESULT IN ANY REQUESTS FOR SERVICES (FROM THIRD PARTIES) OR THAT THE EMPLOYER WILL ACCEPT AN APPLICATION FOR A SPECIFIC VACANCY. WE OPERATE AS AN ON DEMAND LEAD GENERATION AND RELATED SERVICE ONLY AND MAKE NO REPRESENTATIONS, WARRANTIES OR GUARANTEES AS TO THE ACTIONS OR INACTIONS OF THE JOB SEEKER OR EMPLOYER OR SERVICE PROVIDER. BY USING OUR SERVICES, YOU ACKNOWLEDGE AND AGREE THAT YOU MAY BE INTRODUCED TO A THIRD PARTY THAT MAY POSE HARM OR RISK TO YOU OR OTHER THIRD PARTIES. YOU ARE ADVISED TO TAKE REASONABLE PRECAUTIONS WITH RESPECT TO INTERACTIONS WITH THIRD PARTIES ENCOUNTERED IN CONNECTION WITH THE USE OF THE SERVICES.

14.4. WE DO NOT GUARANTEE THE AVAILABILITY OR UPTIME OF OUR SERVICES OR THAT THE SERVICES WILL BE ERROR FREE. YOU ACKNOWLEDGE AND AGREE THAT OUR SERVICES MAY BE UNAVAILABLE AT ANY TIME AND FOR ANY REASON (e.g. DUE TO EMERGENCY - OR SCHEDULED MAINTENANCE OR NETWORK FAILURE). FURTHER, OUR SERVICES MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS, AND WE ARE NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGES, LIABILITIES OR LOSSES RESULTING FROM SUCH PROBLEMS.

15. LIMITATION OF LIABILITY

15.1. Except as expressly and specifically provided in these Terms of Services:

15.1.1. The User assumes sole responsibility for results obtained from the use of the Services and the Documentation by the User (or its representatives), and for conclusions drawn from such use. JOBJACK shall have no liability for any damage caused by errors or omissions in any information, instructions or scripts provided to JOBJACK by the User in connection with the Services, or any actions taken by JOBJACK at the User's direction;

15.1.2. all warranties, representations, conditions and all other terms of any kind whatsoever implied by statute or common law are, to the fullest extent permitted by applicable law, excluded from this Contract; and

15.1.3. the Services and the Documentation are provided to the User on an "as is" basis.

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15.2. Nothing under these Terms of Conditions excludes the liability of either party for:

15.2.1. Infringement of a party or any other third party's intellectual property; or

15.2.2. fraud or fraudulent misrepresentation.

15.3. Subject to clause 15.2 and to the maximum extent permitted by Applicable law JOBJACK or any of its respective affiliates, licensors, suppliers, subcontractors shall not have any liability to the User for any indirect, incidental, special, punitive or consequential damages, including but not limited to data, business interruption, loss of data, replacement or recovery costs or other commercial or economic loss, whether arising from contract, delict or any other theory of liability, even if the User (including its affiliates, licensors, suppliers and subcontractors) have been advised of the possibility of such damages, or they are foreseeable.

15.4. In no event shall JOBJACK's aggregate liability arising out of the Agreement whether in contract or delict (including negligence or breach of statutory duty) or under any other theory of liability, exceed the total amount paid by the User, with respect to any single incident the amount paid by the User for the Services in the 6 (six) months preceding the incident.

15.5. WE ONLY SUPPLY THE DOCUMENTS AND SERVICES FOR GENERAL INFORMATION AND PRIVATE USE. ALTHOUGH WE MAKE REASONABLE EFFORTS TO UPDATE THE INFORMATION PROVIDED BY THE WEBSITE AND THE SERVICE, WE MAKE NO REPRESENTATIONS, WARRANTIES OR GUARANTEES, WHETHER EXPRESS OR IMPLIED, THAT SUCH INFORMATION IS ACCURATE, COMPLETE OR UP TO DATE. YOUR USE OF THE INFORMATION VIA OUR SERVICES AND WEBSITE AND SUBSEQUENT ACTIONS YOU MAY TAKE ARE AT YOUR OWN RISK AND YOUR OWN DISCRETION.

15.6. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL WE OR OUR AFFILIATES, OR ANY OF OUR OR THEIR DIRECTORS, EMPLOYEES, AGENTS (INCLUDING INFLUENCERS), RESPECTIVE LICENSORS OR SERVICE PROVIDERS, HAVE ANY LIABILITY ARISING FROM OR RELATED TO YOUR USE OF OR INABILITY TO USE THE SERVICES OR YOUR INTERACTIONS BETWEEN USERS, INCLUDING BUT NOT LIMITED TO PHYSICAL HARM, EMOTIONAL DISTRESS, OR ANY OTHER CONSEQUENCES RESULTING FROM SUCH INTERACTIONS FOR: (a) PERSONAL INJURY, PROPERTY DAMAGE, LOST PROFITS, COST OF SUBSTITUTE GOODS OR SERVICES, LOSS OF DATA, LOSS OF GOODWILL, COMPUTER FAILURE OR MALFUNCTION OR ANY OTHER CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL OR PUNITIVE DAMAGES (b) DIRECT DAMAGES IN AMOUNTS THAT IN THE AGGREGATE EXCEED THE AMOUNT ACTUALLY PAID BY YOU FOR THE APPLICATION OR SERVICES. THE FOREGOING LIMITATIONS WILL APPLY WHETHER SUCH DAMAGES ARISE OUT OF BREACH OF CONTRACT, DELICT (INCLUDING NEGLIGENCE) OR OTHERWISE AND REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE OR THE COMPANY WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES

15.7. WE WILL NOT BE LIABLE TO YOU FOR ANY DEFAULT OR DELAY IN THE PERFORMANCE OF THE SERVICES IF AND TO THE EXTENT THAT SUCH DEFAULT OR DELAY IS CAUSED BY ANY ACT OF GOD, WAR OR CIVIL DISTURBANCE, COURT ORDER, OR ANY OTHER CIRCUMSTANCE BEYOND ITS REASONABLE CONTROL INCLUDING FLUCTUATIONS IN COMMUNICATIONS OR UTILITY SERVICES ("FORCE MAJEURE") AND PROVIDED WE ARE OBVIOUSLY WITHOUT FAULT IN CAUSING SUCH DEFAULT OR DELAY, AND SUCH DEFAULT OR DELAY COULD NOT HAVE BEEN PREVENTED BY US THROUGH THE USE OF ALTERNATIVE SOURCES, WORKAROUND PLANS OR OTHER MEANS.

15.8. THE SERVICES, TOOLS AND FUNCTIONALITIES PROVIDED BY JOBJACK – INCLUDING BUT NOT LIMITED TO JOB POSTING TOOLS, APPLICANT SCREENING FEATURES, JOB SEEKER ASSESSMENTS, AND RECRUITMENT PROCESS SUPPORT – ARE MADE AVAILABLE FOR INFORMATIONAL AND OPERATIONAL PURPOSES ONLY. JOBJACK DOES NOT WARRANT OR GUARANTEE THAT THE USE OF THE PLATFORM OR ANY OF ITS SERVICES WILL RESULT IN SPECIFIC HIRING OUTCOMES, THE SUCCESSFUL PLACEMENT OF JOB SEEKERS, OR ANY PARTICULAR BUSINESS RESULT. ALL USE OF THE PLATFORM IS AT THE USER'S DISCRETION. JOBJACK IS NOT A PARTY TO ANY EMPLOYMENT RELATIONSHIP AND SHALL NOT BE LIABLE FOR ANY REMUNERATION, TAX, OR EMPLOYMENT OBLIGATIONS ARISING BETWEEN A JOB SEEKER AND AN EMPLOYER.

15.9. JOBJACK SHALL NOT BE LIABLE FOR ANY INJURY, LOSS OR DAMAGE SUFFERED BY A JOB SEEKER IN THE COURSE OF PERFORMING ANY PERMANENT OR PART-TIME JOB. ALL LIABILITY RELATED TO WORKPLACE HEALTH AND SAFETY, INJURY, INSURANCE, OR OCCUPATIONAL INCIDENTS LIES SOLELY WITH THE EMPLOYER WHO ENGAGED THE JOB SEEKER.

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16. INDEMNIFICATION

You agree to indemnify, defend and hold harmless us, our officers, directors, employees, agents, affiliates, successors and assigns from and against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys' fees, arising from or relating to your use or misuse of the Services or your breach of this Terms of Services.

17. ELECTRONIC COMMUNICATIONS

- 17.1. You agree that these terms and conditions are valid, binding, enforceable and concluded at the address as per our Terms of Use ("**Premises**"), the moment you access the website;
- 17.2. A Data Message is deemed to be sent:-
 - 17.2.1. By us, at the time shown on the message as having been sent, or if not so shown, at the time shown on JOBJACK information system as having been sent;
 - 17.2.2. By you, at the time when JOBJACK confirms receipt thereof.
- 17.3. A data message is deemed to be received:-
 - 17.3.1. By JOBJACK: only when an authorised representative responds thereto (excluding an automated response). Such acknowledgement further does not give legal effect to that message, unless specifically indicated by JOBJACK that it does give legal effect to the Data Message;
 - 17.3.2. By you: once JOBJACK data message enters your information system.
- 17.4. By creating a Service Account to access the Platform, you agree that we may send you information/notifications via your preferred selected communication option as part of the normal business operation of your use of the Services. You may opt-out of receiving marketing and promotional electronic communications by unsubscribing from the electronic communication as per the available functionality or by email on enquiries@jobjack.co.za. Operational and service-related communications (including account notifications, job application updates, and other essential information relating to your use of the Platform) form part of the Services and cannot be opted out of. You acknowledge that opting out of marketing and promotional communications may limit your awareness of opportunities and updates but will not affect your access to the Services. Take note, that unsubscribing from electronic communications from us to you may result in certain functions of the Services not working.

18. SUPPORT

- 18.1. In the event of you encountering any technical problems/errors with the website or any of the Services (functionality and content) you will immediately report it to us;
- 18.2. We shall attend to the queries in respect of any technical problems/errors reported to it as soon as possible. Take note that resolution on some of those problems will depend on the turnaround time of Service providers.

19. AUDIT RIGHTS

JOBJACK and/or its authorised representatives or professional advisors shall have the right at any time to request or execute, during regular business hours and shall not interfere unreasonably with the User's activities, an audit at JOBJACK's expense to ensure that the User complies with the terms of these Terms and Conditions. Such audits shall be carried out not more than once in any year and on reasonable notice by JOBJACK and/or its selected external auditor or attorney at JOBJACK's cost. The User shall provide JOBJACK or its representatives and its audit team with access to its relevant records, systems and facilities.

20. CONFIDENTIALITY

- 20.1. Each party may be given access to Confidential Information from the other party in order to perform its obligations under this agreement. A party's Confidential Information shall not be deemed to include information that:
 - 20.1.1. Is or becomes publicly known other than through any act or omission of the receiving party;
 - 20.1.2. was in the other party's lawful possession before the disclosure;
 - 20.1.3. is lawfully disclosed to the receiving party by a third party without restriction on disclosure;
 - 20.1.4. is independently developed by the receiving party, which independent development can be shown by written evidence;
 - 20.1.5. is required to be disclosed by law, by any court of competent jurisdiction or by any regulatory or administrative body.

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- 20.2. Each party shall hold the other's Confidential Information in confidence and, unless required by law, not make the other's Confidential Information available to any third party or use the other's Confidential Information for any purpose other than the implementation of this agreement.
- 20.3. Each party shall take all reasonable steps to ensure that the other's Confidential Information to which it has access is not disclosed or distributed by its employees or agents in violation of the terms of this agreement.
- 20.4. Neither party shall be responsible for any loss, destruction, alteration or disclosure of Confidential Information caused by any third party.
- 20.5. This clause 20 shall survive termination of this agreement, however arising.
- 20.6. Where we process Personal Data our **Privacy Policy** will apply.

21. INTELLECTUAL PROPERTY RIGHTS

- 21.1. Subject to the remaining provisions of this clause 21, all Intellectual Property owned by either JOBJACK or the User (whether before or after the Commencement Date), and all Enhancements, Updates and Upgrades thereto, will remain the sole and exclusive property of that Party. The User acknowledges and agrees that JOBJACK and/or its licensors own all existing and future Intellectual Property Rights (IPR) in the Services (including but not limited to the website utilised for purposes of the Services), the Documentation and Pattern Data that may result as a result of the utilisation of the Services. Except as expressly stated herein, these Terms of Services do not grant the User or any of its representatives any Intellectual Property Rights, or any other rights or licences in respect of the Services, Pattern Data or the Documentation. The User acknowledges that it shall have no claim to the said IPR merely as a result of the use of the Services or utilise the IPR or as a result of a certain configuration of the Services that may be executed as per the User's requirements, instructions or any other specific request for enhancements or modifications unless specifically authorised in writing in advance between the parties, and will protect it and assist JOBJACK in protecting it.
- 21.2. JOBJACK shall have a royalty-free, worldwide, transferable, sublicensable, irrevocable, perpetual, unrestricted license to use and/or incorporate into its products, services and business any suggestions, enhancement requests, recommendations or other feedback provided by the User (including any Authorised User), relating to the operation of the Services, without any compensation, unless otherwise agreed to in writing between the parties.
- 21.3. **Feedback:** JOBJACK encourages the Users to provide suggestions, proposals, ideas, recommendations, or other feedback regarding improvements to the Services and related resources ("Feedback"). To the extent the User provides Feedback, the User grants to JOBJACK and its Affiliates a royalty-free, fully paid, sub-licensable, transferable, non-exclusive, irrevocable, perpetual, worldwide right and license to make, use, sell, offer for sale, import, and otherwise exploit Feedback (including by incorporation of such feedback into the Services) without restriction.

22. USER CONTENT

- 22.1. Except for Pattern Data that is owned by JOBJACK, the User shall own all right, title and interest in and to all of the User Content and shall have sole responsibility for the legality, reliability, integrity, accuracy and quality of the User Content.
- 22.2. Unless otherwise agreed to, JOBJACK shall follow its archiving procedures for User Content as set out in its Back-Up Policy, which policy shall be made available on receipt of User's written request. In the event of any loss or damage to User Content, the User's sole and exclusive remedy shall be for JOBJACK to use reasonable commercial endeavours to restore the lost or damaged User Content from the latest back-up of such User Content maintained by JOBJACK in accordance with the archiving procedure described in its Back-Up Policy. JOBJACK shall not be responsible for any loss, destruction, alteration or disclosure of User Content caused by any third party (except those third parties sub-contracted by JOBJACK to perform services related to User Content maintenance and back-up).
- 22.3. The User understands that JOBJACK, in performing the required technical steps to provide the Services, may
 - 22.3.1. Transmit or distribute User Content over various public or private networks and in various media; and
 - 22.3.2. make such changes to User Content as are necessary to conform and adapt that User Content to the technical requirements of connecting networks, devices, Services or media.
- 22.4. You agree to adhere to the Acceptable Use Policy on submission of all your User Content;
- 22.5. Where the use of the User Content involves the Processing of any Personal Information, the Parties agree to execute all Processing in accordance with the Data Processing Legislation. JOBJACK's processing shall take place in accordance with its **Privacy Policy**.
- 22.6. The accuracy and maintenance of the User Content in the Services is the responsibility of the User. JOBJACK will however provide (where reasonably possible) advice and assistance wherever possible, within the limits of this Agreement, to improve same.

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23. SUSPENSION AND TERMINATION OF OUR SERVICES

- 23.1. We retain the right to suspend, deactivate or otherwise restrict you from accessing or using our Services in the event of a violation or alleged violation of these Terms of Service, your disparagement of us, or your act or omission that causes harm to our brand, reputation or business, as determined by us in our sole discretion or as otherwise agreed to.
- 23.1.1. In the event of such suspension/restriction, JOBJACK shall not be liable for any refund of fees paid by the Job Seeker, nor for any resulting damages or losses.
- 23.2. **Your termination as user of the JOBJACK Platform:** Job Seekers can terminate the Services at any time by halting the use of our Services and deleting their profile. If you wish us to remove all your Personal Information from our Services, you can email us at compliance@jobjack.co.za and request us accordingly. On receipt of your notice and confirmation that no charges are outstanding we will terminate our contract with you and remove your Personal Information within a reasonable time, with the understanding that you have removed all User Content/ material that you may have downloaded via our Services. Take note, we will only act on instructions from email addresses that match your email address on our JOBJACK Platform.
- 23.3. **Our termination:** We can terminate this Agreement at any time if, in our sole discretion, you have breached any of the terms and conditions.
- 23.4. **Consequences of termination:** You will no longer be able to access the Service Account. You may still browse our website; it will, however, be subject to our Terms of Use. Take note: Termination of the Terms of Services will not affect any Service Agreement in place at the time of termination hereof.

24. NO PARTNERSHIP OR AGENCY

Nothing in this Agreement is intended to or shall operate to create a partnership between the parties, or authorise either party to act as agent for the other, and neither party shall have the authority to act in the name or on behalf of or otherwise to bind the other in any way (including, but not limited to, the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).

25. FORCE MAJEURE

We will not be liable to You for any default or delay in the performance of the obligations under these Terms of Service, if and to the extent that such default or delay is caused by any act of God, war or civil disturbance, court order, or any other circumstance beyond Our reasonable control including fluctuations in communications or utility services ("Circumstances of Force Majeure") and provided we are obviously without fault in causing such default or delay, and such default or delay could not have been prevented by us through the use of alternative sources or means.

26. SUPPORT

- 26.1. In the event of you encountering any technical problems/errors with the website or any of the Services (functionality and content) you will immediately report it to us;
- 26.2. We shall attend to the queries in respect of any technical problems/errors reported to it as soon as is possible. Take note that resolution on some of those problems will depend on the turnaround time of Service providers.

27. APPLICABLE LAW AND JURISDICTION

Any dispute arising from the provision of our Services shall be subject to the following dispute resolution procedures:-

- 27.1. **Informal dispute resolution:** If there is any dispute we (You and us) will first attempt to resolve it informally. You must first contact us at: enquiries@jobjack.co.za. You will then be given an opportunity to first discuss the problem/dispute with us. The dispute must be submitted within 10 (ten) days from you becoming aware of the issue / problem. If the dispute cannot be resolved within 10 (ten) days of the dispute being referred to the service manager then the below paragraphs may be referred to.
- 27.2. **Informal dispute resolution does not reduce Parties' rights:** Proceedings in terms of clause 27.1 shall not be construed to prevent a Party from instituting formal proceedings earlier to obtain urgent or interim relief, avoid the expiration of any applicable limitations period, or preserve a superior position with respect to other creditors.
- 27.3. **Institution of Formal Proceedings:** Subject to the provisions of clause 27.1, the Parties agree that either Party may elect to refer any dispute which may arise to either to the High Court of South Africa.
- 27.4. **Arbitration:** If the Parties are unable to resolve any dispute informally and either Party has elected to commence arbitration proceedings to resolve the dispute in terms of clause 27.3, then such dispute shall on written demand by the electing Party be submitted to arbitration at Arbitration Foundation of Southern Africa.

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- 27.5. **Status of arbitration ruling:** The decision of the arbitrator shall be binding on the Parties to the arbitration after the expiry of the period of 20 (twenty) days from the date of the arbitrator's ruling if no appeal has been lodged by any Party or upon the issue of determination by the appeal panel, as the case may be. A decision, which becomes final and binding in terms of this clause 27.5 may be made an order of court at the instance of any Party to the arbitration. The parties agree to keep the arbitration confidential and not to disclose it to anyone except for purposes of obtaining an order as contemplated herein.
- 27.6. **Continued performance:** Each Party agrees to continue performing its obligations under the Agreement while any dispute is being resolved.
- 27.7. **Rapid resolution of disputes:** The Parties shall use commercially reasonable efforts to resolve disputes arising as rapidly as possible.
- 27.8. **Excluded relief:** This clause 27 shall not preclude either Party from seeking urgent or interim relief from the High Court of South Africa or any other competent organs of state created for the specific purpose of regulating the business or industry activities in which the parties are engaged including forums available to you as a consumer.
- 27.9. **These Terms of Service are governed by the laws of the Republic of South Africa. You and we both irrevocably and unconditionally consent to the non-exclusive jurisdiction of the Cape Town High Court or a jurisdiction agreed to by the Parties in regard to the enforcement of any rights to all matters arising from this Terms of Services.**
- 27.10. **Confidentiality:** All disputes will be dealt with in confidentiality to protect the reputation of the parties.

28. GENERAL

- 28.1. **The Whole Agreement:** These Terms of Service expressly supersede prior agreements or arrangements with you, except obviously for those terms and conditions that are incorporated by reference to these Terms of Service.
- 28.2. **Assignment:** You may not assign these Terms of Service without our prior written approval. We may assign these Terms of Service without your consent to: (i) a subsidiary or affiliate; (ii) an acquirer of our equity, business or assets; or (iii) a successor by merger. Any purported assignment in violation of this section shall be void.
- 28.3. **Third Party beneficiary.** These Terms of Services are personal to you and do not give rise to any rights to any other third party. Any infringement of any of our licensor(s) intellectual property rights in terms of our Services (including the technology), shall entitle the third party to enforce these Terms of Services against you.
- 28.4. If a court finds part of this contract, including any provision of a related SLA, illegal, the remaining provisions of these Terms and SLA will continue in force. Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.
- 28.5. Even if we delay in enforcing this Agreement, we can still enforce it later. If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date. For example, if you miss a payment and we do not chase you but we continue to provide services or products, we can still require you to make the payment at a later date.

29. DEFINITIONS

- 29.1. **Confidential information:** means any information of proprietary and confidential nature which has been or may be obtained by either party from the other party pursuant to this Agreement, whether in writing or in electronic form or pursuant to discussions between the Parties or which can be obtained by examination, testing, visual inspection or analysis, including without limitation, scientific, business or financial data, know-how, formulae, processes, designs, sketches, photographs, plans, drawings, specifications, sample reports, models, lists and details or information, price lists, studies, findings, computer software, inventions or ideas, Personal Information. For the avoidance of doubt, Confidential Information is inclusive of any intellectual property that either Party may disclose to the other pursuant to this Agreement.
- 29.2. **Documentation:** the document(s) made available to the User by JOBJACK via its website or during delivery of the Services which sets out a description of the Services and the user instructions for the Services, which documentation may be amended from time to time by JOBJACK.
- 29.3. **Employment Agreement:** means a separate agreement concluded directly between a Job Seeker and an Employer for the purposes of establishing an employment relationship, the terms of which are determined solely by those parties and to which JOBJACK is not a party.
- 29.4. **Employer:** means the party that places the User Content (i.e. job opportunities/ vacancies) or instruct us to place the User Content on the JOBJACK Platform to invite potential Job Seekers to apply for the vacancies as per the terms and conditions of Service Agreement.

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- 29.5. **Intellectual Property Rights:** means all rights in patents, copyrights, design rights, trademarks, service marks, trade secrets, know-how, databases (where applicable), look and feel of any service or product (as may be published or not) and other rights in the nature of intellectual property rights (whether registered or not) and all applications for the same which may now or in the future subsist anywhere in the world, including the right to sue for and recover damages for past infringements.
- 29.6. **Job Seeker:** the person that uses the Service to upload User Content, identify and select potential job opportunities, and apply for them via the Services and where, if accepted by the Employer, performs the required Job Seeker services as per the terms and conditions of the Employment Agreement.
- 29.7. **Pattern Data:** such as (but not limited to) statistical or demographic data for any purpose. Pattern Data could be derived from Personal Data (or any other data) but is not considered Personal Data in law as this data will not directly or indirectly reveal the identity of a data subject.
- 29.8. **Personal Data:** means personal data / information as defined under the Privacy Policy.
- 29.9. **Platform:** means the software, or other digital interface owned or operated by JOBJACK, including all associated services, features, content, and functionality made available to users through such interface
- 29.10. **Process** has the meaning as per section 1 of the POPIA (see Privacy Policy), including derivative works / new data sets that contains no Personal Information, i.e. how many Users from a certain region or how many Users participated in the various challenges etc.;
- 29.11. **POPI Act:** the Protection of Personal Information Act 4 of 2013.
- 29.12. **Referral Rewards:** means the non-cash promotional incentives, including but not limited to data or airtime vouchers, made available by JOBJACK to eligible Job Seekers under the referral programme, subject to the applicable conditions of participation and verification requirements.
- 29.13. **Services:** means the services presented by JOBJACK on its website from time to time, including the services made available via the Platform to you.
- 29.14. **Service Providers:** means the third-party entities engaged by JOBJACK to perform specific checks on Job Seekers or Employers, including but not limited to risk assessments, credit checks, and debarment verifications, as part of the Services. These Service Providers operate in accordance with applicable law and subject to the terms of any applicable Service Agreement or data processing arrangement. All other services offered via the JOBJACK Platform are managed and facilitated directly by JOBJACK.
- 29.15. **Sites:** means our website, Platform(s) or other social network sites we make available to you.
- 29.16. **SLA:** means the service level agreement that is entered into by and between the Employer and JOBJACK for specifically selected Services, such as payroll services.
- 29.17. **Training Courses:** means any training modules, assessments, educational materials, videos, guides, or related content made available by JOBJACK through its Platform, whether developed internally or provided by its licensors.
- 29.18. **User Content:** means the data inputted by the User for the purpose of using the Services or facilitating the User's use of the Services (including but not limited to Personal Information), including but not limited to.
- 29.18.1. The description, photos and other relevant information, contained in the Job Seeker's CV, that explain and describe the services made available by the Job Seeker.
- 29.18.2. The description and other relevant information submitted by Employers, including job postings, company details, and any other materials provided via our Services to describe available job opportunities.
- 29.18.3. The description and other relevant information of services available from Service Providers that explain and describe the services made available by Service Providers via our Services
- 29.19. **Users:** means persons that have registered on the JOBJACK website and have created a Profile and opened a Services Account.
- 29.20. **"You" or "Your":** Unless otherwise specifically stated, reference to "You" refers to you as a registered User.

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