SUBSCRIPTION TERMS AND CONDITIONS APPLICABLE TO EMPLOYERS
AND RECRUITMENT AGENCIES

1. INTRODUCTION

1.1 Interactive Junction Holdings (Pty) Ltd trading as CareerJunction, and/or its related companies (collectively "CareerJunction") owns and operates a recruitment database ("the Database") which can be accessed at www.careerjunction.co.za and http://careerjunction.mobi ("the Website") via which you may, amongst other things, advertise job vacancies to any person accessing and using the Website to find a job ("Job Seeker").

1.2 You have selected a subscription package ("Package") offered by CareerJunction to subscribe for specified access to, and use of, the Database ("the Services") for the period ("Subscription Period"), and at the fee ("Subscription Fee"), provided for in your Package.

1.3 For the Subscription Period and in return for payment of your Subscription Fee, CareerJunction will for the purposes of your business, provide you with the Services applicable to your Package, via the Website, on these terms and conditions, read together with CareerJunction's Privacy Policy available at www.careerjunction.co.za.

1.4 CareerJunction may amend these terms and conditions (and the Privacy Policy) from time to time. Your use of the Services thereafter will be subject to the amended terms and conditions and/or Privacy Policy.

2. SUBSCRIPTION FEE AND PAYMENT

2.1 A prepayment is required prior to the activation of your access to our Services.

2.2 As and when your Subscription Fees are due and payable, CareerJunction will email you an electronic invoice and statement setting out the Subscription Fees and due date for payment.

2.3 If you fail to pay the full amount of your Subscription Fee by the due date for payment, CareerJunction may suspend your access to and use of the Website and the Services until such time that CareerJunction receives full payment of your Subscription Fee.

2.4 CareerJunction and its officers, employees, agents and subcontractors (collectively "Personnel"), are not liable for any loss or damages which you may suffer as a result of not having access to or use of the Website and/or the Services because you failed to pay the Subscription Fee by the due date for payment, and you are not entitled to any refund or reduction in your Subscription Fee as a consequence thereof.

2.5 CareerJunction may charge interest at the published prime rate of interest from time to time, of the Standard Bank of South Africa Limited, on all overdue amounts, from the date on which the amount becomes overdue, up to and including the date of final payment.

3. AUTHORISED USERS

3.1 CareerJunction will provide the Services to the number of users ("Authorised Users") specified in your Package, for the purposes of your business, and for no other purpose whatsoever.

3.2 You may only allocate one person per Authorised User. Only Authorised Users may access and use the Services. Each Authorised User must use the facility provided on the Website to create a password for his or her access to the Services. The password must be kept confidential, secure and protected from use by other persons.

3.3 You must not, and must procure that the Authorised Users do not, make the Website or the Services available to any third party by any means.

3.4 You must ensure that the Authorised Users comply with the provisions of these terms and conditions when accessing and using the Services, and you will be responsible for any Authorised User's breach of these terms and conditions.

4. CREDITS

4.1 Your selected Package gives you the use of a specified number of credits ("Credits") over the Subscription Period.

4.2 Depending on your Package, each credit allows you to:
4.2.1 view ("Unmask") the personal details, including the name, contact information and curriculum vitae ("CV") of 1 Job Seeker on the Database; and/or
4.2.2 upload an advertisement for a job vacancy ("Job Ad") and other specified information (collectively "Data") to the Website for the purposes of your business.

4.3 If you Unmask a Job Seeker found through your search of the Database, that Job Seeker's details will be visible to your Authorised Users for a period of 30 days after being Unmasked.

4.4 If you upload a Job Ad, the details of the Job Seekers who respond to your Job Ad will be Unmasked and visible to your Authorised Users for an indefinite period of time.

4.5 If you use all of your Credits before the end of the Subscription Period and you thereafter cancel your Package, CareerJunction may charge you for the difference between:

4.5.1 the average number of Credits which you used per month between the date on which your Subscription Period commenced, and the date of its cancellation;

4.5.2 the average number of Credits allocated to you per month, calculated by dividing the total number of Credits for the Subscription Period, by the number of months comprising the Subscription Period.

4.6 The charge per Credit is calculated as the total Subscription Fees divided by the total number of Credits for the Subscription Period. The charges referred to in clause 4.5 are payable on demand.

4.7 You will no have any claim against CareerJunction for any refund, credit, reduction or set-off in respect of, and you may not subsequently use, any unused Credits remaining at the end of your Subscription Period.

5. YOUR DATA AND THIRD PARTY CONSENT

5.1 Your Package permits you to upload Job Ads and other specified information (collectively "Data") to the Website for the purposes of your business.

5.2 The number of Job Ads you are entitled to upload to the Website is determined by the Package for which you have chosen to subscribe.

5.3 All Job Ads are posted for a period of 34 consecutive days and may within this period, be deactivated and reactivated at any time. After the expiry of 34 consecutive days, or each deactivation of a Job Ad, the same Job Ad may not be reposted more than 3 times during any 12 month period.

5.4 You own all Data which you upload to the Website and are responsible for its legality, reliability, integrity, accuracy and quality. CareerJunction is not responsible for any errors in the Data which you post on the Website.

5.5 You warrant that where your Data includes information relating to third parties (including persons with whom you have had contact via the Website), such third parties have been informed of, and have given their consent to, the use, processing, and transfer of their information as contemplated by you and as provided in the Services.

5.6 You must ensure that your Job Ads do not contain any links or short links, premium rate SMSes, fax and phone numbers and you must not do, or omit to do, anything with the intention of bypassing the procedures for recruitment provided by the Website, such as by requesting a Job Seeker to email their application to you. You may also not copy, download or in any other manner harvest any content on the Database.

5.7 For the Subscription Period, you must not, and must ensure that the Authorised Users do not, intentionally or negligently store on, distribute or transmit to the Website any viruses or material which is unlawful, harmful, obscene, defamatory, sexually explicit, discriminatory or otherwise offensive, facilitates illegal activity, or may bring CareerJunction or the Website into disrepute, or prejudice its reputation.

5.8 CareerJunction may without notice to you, remove any Data which in CareerJunction's opinion, breaches the provisions of clauses 5.3 and/or 5.7. CareerJunction and its Personnel are not liable for any loss or damages which you may suffer as a result of CareerJunction's removal of such Data from the Website.

5.9 You indemnify CareerJunction and its Personnel against any claim of any nature which any third party (including any Job Seeker) may bring against any of them arising from or as a consequence of any Job Ads or other Data which you upload to the Website as provided for in this clause 5, or otherwise as a consequence of your use of the Website and/or Services.

5.10 During your Subscription Period, your name and logo will be added to the Website's listings page. If you do not access the Services for a consecutive 3 month period, CareerJunction may at its option, remove your name and logo from its listings page until such time that you access the Services again within the Subscription Period.

6. JOB SEEKERS

6.1 CareerJunction does not warrant the suitability of any Job Seeker who uses the Website and/or responds to any Job Ads which you post. You must satisfy yourself as to the suitability of any Job Seeker for any vacancy which you advertise via the Website.
6.2 You must during the Subscription Period and in relation to all Job Seekers, at all times comply with all applicable legislation, including but not limited to the Labour Relations Act, 1995, and anti-discrimination legislation.

6.3 CareerJunction and its Personnel are not liable to you for any loss, damages, costs, claims or expenses which you may suffer due to the unsuitability or conduct of any Job Seeker to whom you are introduced, or with whom you correspond, via the Website.

7. PROPER USE

7.1 You must not, and must procure that the Authorised Users do not, and do not attempt to:

7.1.1 copy, modify, duplicate, create derivative works from, mirror, republish, disassemble, reverse engineer, download, transmit or otherwise distribute all or any portion of the intellectual property on the Website, including but not limited to content, trade marks, domain names, designs, software (including workflows and monitoring and evaluation structures), text, graphics, icons and hyperlinks (collectively "Website IP"), the Website and/or the Services in any form or by any means;

7.1.2 generate automated postings or spam in relation to the Website;

7.1.3 interfere with the operation of the Website or its security, including by accessing the Website other than through the usual means, or accessing any area of the Website to which they are not permitted access;

7.1.4 access and/or use the Website if they are under the age of 16 years;

7.1.5 otherwise use the Website in a manner or for a purpose other than ordinarily intended and authorised by CareerJunction.

8. WEBSITE MAINTENANCE, UPTIME AND DOWNTIME

8.1 The Website is provided "as is" and has not been programmed to meet your particular requirements. You use the Website and the Services at your own risk. CareerJunction does warrant that the Website is compatible with your technology, equipment or software, or that your access to the Website will be uninterrupted or error-free.

8.2 CareerJunction will maintain the Website as and when it deems it necessary.

8.3 Subject to clause 8.4, CareerJunction will monitor the performance of the Website and take all reasonable steps to ensure that the Website performs in a satisfactory manner 24 hours a day from Monday to Sunday, at least 99% of the time during a calendar year. This excludes the unavailability of the Website due to force majeure as provided for in clause 14.

8.4 Downtime for scheduled maintenance will be communicated via the Website if such downtime is estimated to be 2 hours or less, or via the Website and/or email on 48 hours prior notice, if it is estimated to exceed 2 hours. Where possible, CareerJunction will not perform scheduled maintenance on Monday to Friday, from 09h00 to 17h00 (excluding South African public holidays).

8.5 You are responsible for procuring and maintaining your network connections and links to the Website, and all problems, delays, delivery failures and all other loss or damage arising from or relating to your network connections or links, including those arising from your internet service provider.

8.6 CareerJunction and its Personnel are not liable to you for any loss, damage, costs or claims which you may suffer as a result of being unable to access and use the Website during downtime for scheduled maintenance or otherwise, and you are not entitled to any refund or reduction in your Subscription Fee as a consequence thereof.

9. SUPPORT SERVICES

If you have any difficulties when using or accessing the Website, you can log a fault with CareerJunction's support services by email at recruiter.support@careerjunction.co.za or by phone on +27 87 232 2020 between the hours of 08:00 to 17:00 (GMT + 2) from Monday to Friday, excluding South African public holidays.

10. INTELLECTUAL PROPERTY

10.1 All Website IP is the property of, or is licensed to, CareerJunction, or is the property of a third party.

10.2 By using the Website and/or the Services, you will not acquire any rights in or to the Website IP.

10.3 The provisions of this clause 10 survive the termination of your Package for any reason, and remain binding on the parties.

11. PROTECTION OF PERSONAL INFORMATION
11.1 The Database contains personal information as defined in the Protection of Personal Information Act, 2013 ("POPI"), belonging to third parties. CareerJunction does not warrant the accuracy or correctness of the information contained in the Database or that it is up-to-date.

11.2 CareerJunction is authorised by such third parties to disclose their personal information to you for collection, use and/or storage agreed with CareerJunction. You may not collect, use or store such personal information in any manner and for any purpose contrary to such authorisation.

11.3 You must comply with your obligations in terms of POPI, in relation to the collection, use and storage of any information which you obtain from the Database, which information contains any personal information of third parties.

11.4 You indemnify CareerJunction and its Personnel against any claim by any third party arising from or in connection with your collection, use and/or storage of personal information obtained from the Database, and caused in any way.

12. CONFIDENTIALITY

12.1 All information which is disclosed to you by CareerJunction, via the Website or otherwise, is confidential, except information which is in the public domain or is or becomes public knowledge other than by virtue of your breach of these terms and conditions.

12.2 Except to the extent that these terms and conditions provide otherwise, all confidential information is, and at all times remains, CareerJunction’s property and you will not acquire any rights in, or to, any of such confidential information.

12.3 You agree to:

12.3.1 treat all confidential information as confidential, and keep it secure and protected from use, disclosure or access which is not permitted by these terms and conditions; and

12.3.2 not without CareerJunction’s prior written consent, disclose any of the confidential information to any third party, other than the Authorised Users.

12.4 You indemnify CareerJunction and its Personnel against any loss or damages suffered by any of them as a result of your breach of the terms of this clause 12, or the breach of this clause 12 by an Authorised User.

13. LIMITATION OF LIABILITY

13.1 Your use of the Website and the Services is at your own risk and CareerJunction and its Personnel are not liable for any claims of any nature which you may suffer as a consequence of such use.

13.2 Despite any other provision of these terms and conditions, neither party is liable to the other for any special damages, or any consequential or indirect loss or damages arising from, or in connection with, these terms and conditions and which is caused in any way.

13.3 CareerJunction’s total liability for any claim not excluded by the other provisions of these terms and conditions or the Privacy Policy is limited to a maximum sum of the aggregate amount of the Subscription Fees which you have paid in respect of the Services during the 3 month period (or if the Services are provided for a shorter period, for the duration of such period) immediately preceding the date on which the claim arose.

14. FORCE MAJEURE

14.1 CareerJunction is not responsible for any delay in or failure to comply with its obligations in terms of these terms and conditions to the extent that such delay or failure is caused by events or circumstances beyond CareerJunction’s reasonable control, which CareerJunction could not reasonably have provided against before entering into these terms and conditions, and which, having arisen, CareerJunction could not reasonably have avoided or overcome, including but not limited to natural catastrophes, riot, invasion, or a failure of the internet or telecommunications systems.

14.2 CareerJunction will take all reasonable and necessary steps at its own expense to mitigate the consequences of any force majeure which affects the performance of its obligations in terms of these terms and conditions.

15. YOUR RIGHT TO CANCEL

15.1 The Subscription Period shall endure for a minimum initial period of twelve (12) months unless the Client, by no later than the last day of month six (6), sends one (1) calendar month’s written notice from the 1st of the following month or any other subsequent month hereafter, signed by the authorised Decision Maker of
the account. A twenty-five percent (25%) penalty shall be calculated and charged, on the remainder of the Subscription Period.

15.2 If you cancel your Package prior to the expiry of your Subscription Period, you will forfeit your right to any discounts applicable to the entire Subscription Period and you will be liable to CareerJunction for the full amount of the discounts applied to the Subscription Fees paid up to the date of cancellation, which amounts will be payable on demand.

16. BREACH

16.1 In addition and without prejudice to all its other remedies under these terms and conditions or in law, including the right to claim damages, CareerJunction may cancel your Package or claim specific performance from you, if you:

16.1.1 breach any material provision of these terms and conditions that cannot be remedied;

16.1.2 breach any other provision of these terms and conditions and fail to remedy that breach within 7 days after receiving written notice from CareerJunction to do so;

16.1.3 offer any services substantially similar to, and/or in direct competition with, those offered by CareerJunction;

16.1.4 commence business rescue proceedings or take steps to place yourself, or are placed in liquidation, whether voluntary or compulsory and whether provisionally or finally;

16.1.5 take steps to deregister yourself, or are deregistered as a company;

16.1.6 commit an act of insolvency as defined in the Insolvency Act, 24 of 1936, or which would be an act of insolvency if committed by a natural person.

16.2 In addition to all its other rights under these terms and conditions or in law, if, at any time, you are in breach, CareerJunction may suspend your access to the Services until that breach is remedied to CareerJunction's satisfaction.

16.3 CareerJunction may audit the use of the Services by the Authorised Users. Any breach of these terms and conditions by an Authorised User is deemed to be a breach by you.

17. GENERAL PROVISIONS

17.1 You may not cede, assign or delegate any of your rights or obligations under these terms and conditions to any other person without CareerJunction's prior written consent.

17.2 The parties agree to accept service of all notices and correspondence in connection with these terms and conditions at their respective physical and email addresses nominated in writing. Any notice or communication delivered by hand between the hours of 08h00 and 17h00 on business days is deemed to have been received on the date of delivery, or sent by email, is deemed to have been received on the first business day following the date of transmission.

17.3 You consent to the jurisdiction of the Magistrate's Court of South Africa in respect of all disputes arising from or in connection with these terms and conditions. Despite this, CareerJunction may institute proceedings in any other South African Court in which event it will not be limited to costs on the applicable Magistrates' Court scale.

17.4 No agreement varying, adding to, deleting from or cancelling these terms and conditions and no waiver of any right under these terms and conditions shall be effective unless reduced to writing and signed by or on behalf of both parties.

17.5 No relaxation by CareerJunction of any of its rights in terms of these terms and conditions shall at any time prejudice or constitute a waiver of its rights (unless it is a written waiver) and it may exercise its rights thereafter as if such relaxation had not taken place.

17.6 These terms and conditions is governed by and construed according to the law of South Africa.

17.7 For the purposes of these terms and conditions, "day" means a calendar day, "business day" means any day other than a Saturday, Sunday or South African Public Holiday, "month" means a month calculated from a particular day in one month to the day before the day numerically corresponding to it in the following month, "calendar month" means one of the 12 months of the year from the first to the last day of such month, and whenever any number of days is prescribed, it excludes the first and includes the last day unless the last day falls on a Saturday, Sunday or South African public holiday in which case the last day will be the next succeeding business day.

17.8 The company hereby voluntarily provides consent for a reference check (refcheck) to be carried out on me or the company I represent. I accept that such checks does not infringe on any of my fundamental rights and I accept that the (reference check) refcheck is part of the subscription / renewal services.
17.9 Any costs incurred by a party arising out of the breach by the other party of any of the provisions of these terms and conditions must be paid for by the party in breach on an attorney and own client scale. Signature by an authorized representative of your company, shall constitute your company's approval and agreement to all the written terms and conditions contained herein. The company warrants that the person signing this agreement is authorized to bind the company.

18. VIDEO INTERVIEW SERVICE

18.1 The video job interview service ("VIDEO INTERVIEW SERVICE") allows customers to a) create customized automated job interviews and/or b) conduct live job interviews (the "VIDEO INTERVIEW"). An automated job interview is a structured way of interviewing where the customers’ candidate (“CANDIDATE”) answers a pre-recorded set of questions with a video recording at their convenience. The live job interview is a real-time interactive online conversation between a CANDIDATE and one, or multiple, interviewer(s).

18.2 The web-based software system on which the VIDEO INTERVIEWS are generated (the "SYSTEM"), stored in a database specific to the customer and are made available to the customer. This SYSTEM can be accessed by the customer through an internet connection, using a username and password.

18.3 The SYSTEM may also be used for live video interviews using a webcam (see section 8.1.14 lit. b above).

18.4 The customer is not permitted to give third parties access to the SYSTEM e.g. by letting them perform VIDEO INTERVIEWs with its CANDIDATEs, unless expressly agreed otherwise in the agreement.

18.5 To make use of the VIDEO INTERVIEW SERVICE, the purchase of credits is necessary. One credit represents one VIDEO INTERVIEW. Every time a VIDEO INTERVIEW has been conducted, the relevant amount of credits are depleted from customers' account within the SYSTEM. A VIDEO INTERVIEW has been conducted if a) the CANDIDATE provided its recorded video or b) the customer has carried out the live job interview with the CANDIDATE. All credits which have been purchased are valid for twelve (12) months from date of purchase. The payment is made in advance after the issue of the invoice.

18.6 CareerJunction has the right to delete the recorded VIDEO INTERVIEWs from the SYSTEM after one hundred-and-eighty (180) days, unless agreed otherwise with the customer.

19. Data Processing Addendum (DPA)

19.1 Subject matter and duration of the DPA
(1) By entering into a service agreement CareerJunction and client enter into a data processing agreement according to Art. 28 GDPR. CareerJunction acts as processor for client according to point 8.1.14 (VIDEO INTERVIEW SERVICE) of the terms of use.
(2) Duration of this DPA corresponds to the duration of the Service Agreement.

19.2 Specification of the DPA Details
(1) Nature and Purpose of the intended Processing of Data
The purpose of the processing within the Video Job Interview Service is to transmit the Video Interview created by the applicant to the client. The undertaking of the contractually agreed Processing of Data shall be carried out exclusively within a Member State of the European Union (EU) or within a Member State of the European Economic Area (EEA). Each and every Transfer of Data to a State which is not a Member State of either the EU or the EEA requires the prior agreement of the Client and shall only occur if the specific Conditions of Article 44 et seq. GDPR have been fulfilled.
(2) The Subject Matter of the processing of personal data comprises the following data types/categories
- Creating and hosting videos by video recording of candidate's answers to a pre-recorded set of questions from the client.
- Personal data of the candidates (candidate name and email address and video) are recorded and stored, upon candidate’s consent to transmit the video to the client. Depending on the interview set up by the controller (pursuant section 8.1.14 lit. a in the terms of use).

(3) The category of Data Subjects whose Personal Data is processed in the context of performing the Agreement are applicants, who apply to the Controller as well as employees of the Controller who act as an interviewer. In addition, the communication data of Controller’s contacts will be processed.

19.3 Technical and Organisational Measures
(1) CareerJunction shall establish the security in accordance with Article 28 Paragraph 3 Point c. and Article 32 GDPR in particular in conjunction with Article 5 Paragraph 1, and Paragraph 2 GDPR. The measures to be taken are measures of data security and measures that guarantee a protection level
appropriate to the risk concerning confidentiality, integrity, availability and resilience of the systems. The state of the art, implementation costs, the nature, scope and purposes of processing as well as the probability of occurrence and the severity of the risk to the rights and freedoms of natural persons within the meaning of Article 32 Paragraph 1 GDPR must be taken into account. [Appendix technical and organizational measures]

(2) The Technical and Organisational Measures are subject to technical progress and further development. In this respect, it is permissible for CareerJunction to implement alternative adequate measures. In so doing, the security level of the defined measures must not be reduced. Substantial changes must be documented.

19.4. **Rectification, restriction and erasure of data**

(1) CareerJunction may not on its own authority rectify, erase or restrict the processing of data that is being processed on behalf of the Client, but only on documented instructions from the Client. Insofar as a Data Subject contacts CareerJunction directly concerning a rectification, erasure, or restriction of processing, CareerJunction will immediately forward the Data Subject's request to the Client.

(2) Insofar as it is included in the scope of services, the erasure policy, 'right to be forgotten', rectification, data portability and access shall be ensured by CareerJunction in accordance with documented instructions from the Client without undue delay.

19.5. **Quality assurance and other duties of CareerJunction**

In addition to complying with the rules set out in this DPA, CareerJunction shall comply with the statutory requirements referred to in Articles 28 to 33 GDPR; accordingly, CareerJunction ensures, in particular, compliance with the following requirements:

CareerJunction has appointed a data protection officer who can be contacted at privacy@careerjunction.co.za. Contact details are always available and easily accessible on the website of CareerJunction.

CareerJunction will ensure confidentiality in accordance with Article 28 Paragraph 3 Sentence 2 Point b, Articles 29 and 32 Paragraph 4 GDPR. CareerJunction entrusts only such employees with the data processing outlined in this contract who have been bound to confidentiality and have previously been familiarised with the data protection provisions relevant to their work. CareerJunction and any person acting under its authority who has access to personal data, shall not process that data unless on instructions from the Client, which includes the powers granted in this contract, unless required to do so by law.

a. Implementation of and compliance with all Technical and Organisational Measures necessary for this Order or Contract in accordance with Article 28 Paragraph 3 Sentence 2 Point c, Article 32 GDPR [details in section technical and organizational measures].

b. The Client and CareerJunction shall cooperate, on request, with the supervisory authority in performance of its tasks.

c. The Client shall be informed immediately of any inspections and measures conducted by the supervisory authority, insofar as they relate to this Order or Contract. This also applies insofar as CareerJunction is under investigation or is party to an investigation by a competent authority in connection with infringements to any Civil or Criminal Law, or Administrative Rule or Regulation regarding the processing of personal data in connection with the processing of this Order or Contract.

d. Insofar as the Client is subject to an inspection by the supervisory authority, an administrative or summary offence or criminal procedure, a liability claim by a Data Subject or by a third party or any other claim in connection with the Order or Contract data processing by CareerJunction, CareerJunction shall make reasonable effort to support the Client.

e. CareerJunction shall periodically monitor the internal processes and the Technical and Organizational Measures to ensure that processing within his area of responsibility is in accordance with the requirements of applicable data protection law and the protection of the rights of the data subject.

f. Verifiability of the Technical and Organisational Measures conducted by the Client as part of the Client’s supervisory powers referred to in item 7 of this contract.

19.6. **Subcontracting**

(1) Subcontracting for the purpose of this Agreement is to be understood as meaning services which relate directly to the provision of the principal service. This does not include ancillary services, such as telecommunication services, postal / transport services, maintenance and user support services or the disposal of data carriers, as well as other measures to ensure the confidentiality, availability, integrity and resilience of the hardware and software of data processing
equipment. CareerJunction shall, however, be obliged to make appropriate and legally binding contractual arrangements and take appropriate inspection measures to ensure the data protection and the data security of the Client's data, even in the case of outsourced ancillary services.

(2) CareerJunction may commission subcontractors (additional contract processors) only after prior explicit written or documented consent from the Client.

a) The Client agrees to the commissioning of the following subcontractors on the condition of a contractual agreement in accordance with Article 28 paragraphs 2-4 GDPR: StepStone GmbH, Axel- Springer-Str. 65, 10969 Berlin, Hosting and performance of the service.

b) Outsourcing to subcontractors or changing the existing subcontractor are permissible when:
   - CareerJunction submits such an outsourcing to a subcontractor to the Client in writing or in text form with appropriate advance notice; and
   - The Client has not objected to the planned outsourcing in writing or in text form by the date of handing over the data to CareerJunction; and
   - The subcontracting is based on a contractual agreement in accordance with Article 28 paragraphs 2-4 GDPR.

(3) The transfer of personal data from the Client to the subcontractor and the subcontractors commencement of the data processing shall only be undertaken after compliance with all requirements has been achieved.

(4) If the subcontractor provides the agreed service outside the EU/EEA, CareerJunction shall ensure compliance with EU Data Protection Regulations by appropriate measures. The same applies if service providers are to be used within the meaning of Paragraph 1 Sentence 2.

(5) Further outsourcing by the subcontractor requires the express consent of the main Client (at the minimum in text form); All contractual provisions in the contract chain shall be communicated to and agreed with each and every additional subcontractor. Client explicitly agree to following further outsourcing by subcontractor: Amazon Web services, Frankfurt am Main – Germany, as further subcontractor for the purpose of platform hosting; Cammio GmbH, Alexanderstraße 1-5, 10178 Berlin, Germany, performance of video interview platform

19.7. Supervisory powers of the Client

(1) The CareerJunction shall ensure that the Client is able to verify compliance with the obligations of CareerJunction in accordance with Article 28 GDPR. CareerJunction undertakes to give the Client the necessary information on request and, in particular, to demonstrate the execution of the Technical and Organizational Measures.

(2) Evidence of such measures, which concern not only the specific Order or Contract, may be provided by current auditor’s certificates, reports or excerpts from reports provided by independent bodies (e.g. auditor, Data Protection Officer, IT security department, data privacy auditor, quality auditor or a suitable certification by IT security or data protection auditing (e.g. according to BSI-Grundschutz (IT Baseline Protection certification developed by the German Federal Office for Security in Information Technology (BSI)) or ISO/IEC 27001).

(3) CareerJunction may claim remuneration for enabling Client inspections.

19.8. Communication in the case of infringements by CareerJunction

(1) CareerJunction shall assist the Client in complying with the obligations concerning the security of personal data, reporting requirements for data breaches, data protection impact assessments and prior consultations, referred to in Articles 32 to 36 of the GDPR. These include:
   (a) Ensuring an appropriate level of protection through Technical and Organizational Measures that take into account the circumstances and purposes of the processing as well as the projected probability and severity of a possible infringement of the law as a result of security vulnerabilities and that enable an immediate detection of relevant infringement events.
   (b) The obligation to report a personal data breach immediately to the Client
   (c) The duty to assist the Client with regard to the Client’s obligation to provide information to the Data Subject concerned and to immediately provide the Client with all relevant information in this regard.
   (d) Supporting the Client with its data protection impact assessment
   (e) Supporting the Client with regard to prior consultation of the supervisory authority

(2) CareerJunction may claim compensation for support services which are not included in the description of the services and which are not attributable to failures on the part of CareerJunction.
19.9. Authority of the Client to issue instructions
   (1) The Client shall immediately confirm oral instructions (at the minimum in text form).
   (2) CareerJunction shall inform the Client immediately if he considers that an instruction violates
       Data Protection Regulations. The CareerJunction shall then be entitled to suspend the execution of
       the relevant instructions until the Client confirms or changes them.

19.10. Deletion and return of personal data
   (1) Copies or duplicates of the data shall never be created without the knowledge of the Client,
       with the exception of back-up copies as far as they are necessary to ensure orderly data
       processing, as well as data required to meet regulatory requirements to retain data.
   (2) After conclusion of the contracted work, or earlier upon request by the Client, at the latest upon
       termination of the Service Agreement, the CareerJunction shall hand over to the Client or – subject
       to prior consent – destroy all documents, processing and utilization results, and data sets related to
       the contract that have come into its possession, in a data-protection compliant manner. The same
       applies to any and all connected test, waste, redundant and discarded material. The log of the
       destruction or deletion shall be provided on request.
   (3) Documentation which is used to demonstrate orderly data processing in accordance with the
       Order or Contract shall be stored beyond the contract duration by CareerJunction in accordance
       with the respective retention periods. It may hand such documentation over to the Client at the end
       of the contract duration to relieve CareerJunction of this contractual obligation.

Appendix - Technical and Organisational Measures

Confidentiality
All data is hosted within AWS data center which is ISO 27001 certified and state of the art, utilizing innovative
architectural and engineering approaches. Data centers are housed in nondescript facilities. Physical access is
strictly controlled by professional security staff utilizing and video surveillance, intrusion detection systems, and
other electronic means. Only authorized staff can enter buildings using MFA (multi-factor authentication) to enter
data center floors. Authorized visitors are required to present identification and are signed in and continually
escorted by authorized staff.

Secure VPN, MFA and role-based access is enforced for systems management by our DevOps team. User data is
logically segregated by account-based access rules. User accounts have unique usernames and passwords that
must be entered each time a user logs on. We set a session cookie only to record encrypted authentication
information for the duration of a specific session. Passwords are individually salted and hashed. Brute Force
protection: 3 incorrect attempts = 60 minutes lockout.

API interfaces are only privately accessible and protected by security credentials. Additionally, MFA can also be used for recruiter users to add an extra layer of security. The end user can choose to receive the security code using text messages or use a standard One-Time-Password (OTP) app such as Google Authenticator.

Access control to sensitive data in our databases, systems, and environments are set on a need-to-know / least
privilege necessary basis. We use AWS Identity and Access Management (IAM) to manage access to all services
and resources securely. AWS users and groups have been configured with dedicated permissions to allow or deny
access to the resources. Central logging systems capture and archive all internal systems access, including any
failed authentication attempts. Transmitted data is tracked and logged.

Candidate data is only stored for as long as is necessary for the purpose of video interviews. Automatic processes
ensure that candidate subject data is deleted entirely from the system when a retention period is reached. This is
an irreversible process. Database records are anonymised to allow for continuous statistics monitoring. No client or
candidate data is stored on portable media devices.

Data of Client is logically separated; we use an internal multi-tenant architecture. File names used are fully
obscured and anonymised and cannot be directly related to data subjects.

All data storage is encrypted. The platform provides a separate development sandbox environment. All test data is
fully separated from live data. Production data is not used during develop and test processes. Production data can
not be copied to other environments.
Integrity

Logging, Intrusion detection and IP Restrictions and VPN access
All user interactions, including logins, are stored in system-based logs. Logs are stored on AWS storage using industry standard algorithms: SHA-256 for hashing and SHA-256 with RSA for digital signing. Several techniques are in place to prevent unauthorised access. All resources require proper user authorisation to access data. All systems are protected by AWS firewalls and other best practices related to infrastructure security. Web Access Firewall (WAF) mitigates the risk of SQL injection threats. Administrative operational tasks can only performed from known IP addresses. VPN tunnels and MFA are used to gain access to the infrastructure configuration by the DevOps team. Data is encrypted at rest and in transit using server-Side Encryptions (SSE) using AES-256 encryption at rest and TLS 1.2 in transit.

Availability
Hosting within ISO 27001 certified data centers including support for repairing, replacing and refreshing the infrastructure. Contractual agreements with ISPs to provide Internet connectivity that can sustain bandwidth utilisation under full load Server capacity to run mission-critical services, including storage appliances and other services. Fire detection and suppression equipment installed to reduce the risk of fire. Highly durable storage redundantly stored on multiple devices across multiple facilities. Further protection for data retention and archiving through versioning in Amazon S3, AWS multi-factor authentication (AWS MFA), bucket policies, and AWS Identity Management (IAM). Scheduled snapshots of data volumes are created to protect the data from loss in case of a disaster. The snapshot off-instance storage persists independently from any instance and is replicated across multiple servers to prevent the loss of data from the failure of a single component. Rapid recovery through virtual machines.

AWS provides fully redundant IP network connections with multiple independent connection to a range of Tier 1 Internet access providers. AWS Route53 is used as scalable DNS web service. We make use of Elastic IP, which are static IP's that can be remapped do other instances.

Routine, emergency, and configuration changes to existing infrastructure are authorized, logged, tested, approved, and documented in accordance with industry norms for similar systems. When conducting updates on the Cammio infrastructure, we try and ensure limited impact on the client and their use of the services.

We have a continuous development cycle where we develop, test and deploy changes on a regular basis without any fixed intervals. Development, testing and production environments are clearly separated. Usually a deployment to our production environment does not result in any system downtime.

Procedures for regular testing assessment and evaluation
All employees authorised to access personal data have received relevant technical and security trainings. We maintain internal information security policies including incident response plans and regularly review and update them. Our engineers use best practices and industry standard secure coding guidelines. Environments are scanned on a regular basis using breed security tools, vulnerability assessments and penetration test. Continuous monitoring of service system and capacity utilisation is deployed. Backup concepts, Recovery of IT systems. We periodically test our data recovery process.