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

Interactive Junction Holdings (Pty) Ltd / Co Reg No 1996/015192/07 / VAT Reg No 4860162264
Directors Mr G W Smith / Mr D M O'Grady / Mr C D McCooey / Managing Director Mr BG Taylor
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 not 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 not 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 check 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 the 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.

17.10 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 INTERVIEWING

18.1 If CareerJunction provides the Customer with the free Video Job Interview function, the following applies: the Video Job Interview function may only be used to conduct interviews with candidates who have applied via CareerJunction or a company affiliated with CareerJunction for an open job listing of the Customer. Otherwise, the Customer shall be obliged to indemnify CareerJunction from any third-party claims and to compensate CareerJunction for any damages resulting therefrom. CareerJunction will limit the cost-free usage for clients to 100 Video Interviews per month. The promotion is valid until 30 June 2020.

18.2 In the context of the Video Job Interview function, personal data is processed exclusively on behalf of the Customer on the basis of data processing agreement and according to the documented instructions of the Customer. The duration of the processing equals the duration of the use of the Video Job Interview function. After that, access to the Video Job Interview function will be deactivated. Data subjects are persons who participate in a Video Job Interview. The purpose of the processing within the Video Job Interview function is to transmit the Video Interview created by the applicant to the
customer. The transmission takes place by providing the videos in the customer specific account. The customer is responsible for the personal data collected and processed by CareerJunction according to the agreement. CareerJunction shall comply with the provisions of this processing agreement and relevant applicable data protection laws, in particular the POPIA act. CareerJunction shall take appropriate organisational and technical measures in accordance with the relevant applicable data protection laws, in order to protect the personal data of the data subjects and their rights and freedoms, taking into account the scope and purpose of the processing as well as the probability of occurrence and severity of potential risks. These protective measures are set out in the overview of technical and organisational measures. By placing the order, Cammio GmbH, Philipp-Franck-Weg 19, 14109 Berlin, Germany, is approved as subcontractor. Upon termination of the contract StepStone shall delete the data contained in the applicant administration.