Terms and Conditions

Last updated on 06 December 2016.

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1. Introduction

1.1. This page states the terms and conditions under which you may use the following Websites and or any of their subdomains:

1.1.1. www.careerjunction.co.za

1.2. The following are divisions and or brands of the legal entity Interactive Junction Holdings (Pty) Ltd:

1.2.1. CareerJunction

1.3. Please read this page carefully. If you do not accept the terms and or conditions stated here, do not use this Website and Service. By using this Website, you are indicating your acceptance to be bound by these terms and conditions. Interactive Junction Holdings (Pty) Ltd ("IJH") may revise these terms and conditions at any time by updating this page. You should visit this page periodically to review the terms and conditions, to which you are bound.

2. Definitions Applicable to all Users

2.1. "You" and "User" refer to all individuals and/or entities accessing this Website for any reason.

2.2. "Website" refers to and includes any part or element, but is not limited to, any of the following Websites:

2.2.1. www.careerjunction.co.za

2.3. "IJH" refers to the legal entity Interactive Junction Holdings (Pty) Ltd and any division and/or subsidiary of the legal entity Interactive Junction Holdings (Pty) Ltd, Registration Number 1996/015192/07, of Saongroup, Dublin Head Office, South Block, The Malthouse, Grand Canal Quay, Dublin 2, Ireland.

2.4. "Discriminatory" means offensive, untrue or provocative material based on race, gender, sex, pregnancy, marital status, ethnic or social origin, colour, sexual orientation, age, disability, religion, conscience, belief, culture, language and birth.

2.5. "Job seeker" means a person seeking employment or alternate employment.

2.6. "Pornographic" means all the content and actions, simulated or real, graphic or written detailed in Schedules 1, 2, 6, 7 and 11 of the Films and Publications Act 65 of 1996.

2.7. "Premium Services" means services that IJH offers for a fee, either on a one-time or subscription basis.

2.8. "Illegal Content" means material that is pornographic, discriminatory, oppressive, racist, hate speech, sexist, defamatory against any User or third party, offensive to any User or group, a violation of a User’s or a third party’s privacy, identity or personality, copyright infringement, advice and / or guidelines on the circumvention of any technical security measures and / or digital rights management technologies, malicious codes such as viruses and Trojan horses, and content containing any Personal Information of third parties without their express consent and includes hyperlinks or other directions to such content.

2.9. "Personal Information" means Personal Information as defined in the Promotion of Access to Information Act.

3. User Code of Conduct

By using our Website you’ll be agreeing to these terms and conditions including the code of conduct in this section.

3.1. General rules

Users may not use the website in order to transmit, distribute, store or destroy material:

3.1.1. in violation of any applicable law or regulation;

3.1.2. in a manner that will infringe the copyright, trademark, trade secret or other intellectual property rights of others or violate the privacy, publicity or other personal rights of others;

3.1.3. that is defamatory, obscene, threatening, abusive or hateful.

3.2. Restrictions on Website usage

3.2.1. The following are prohibited with respect to the Website:

3.2.1.1. using any robot, spider, other automatic device or manual process to monitor or copy any part of the Website;

3.2.1.2. using any robot, spider and/or automated devices to generate automated postings and/or spam;

3.2.1.3. using any device, software or routine or the like to interfere or attempt to interfere with the proper working of the Website;

3.2.1.4. taking any action that imposes an unreasonable or disproportionately large load on the Website infrastructure;

3.2.1.5. accessing the Website by any means other than through the interface that is provided by IJH or attempting to access the Website without first logging in through the Website log-in page;

3.2.1.6. copying, reproducing, altering, modifying, creating derivative works, or publicly
3.2.1.7. displaying any content from the Website without IJH’s prior written permission;
3.2.1.8. reverse assembling or otherwise attempting to discover any source code relating to the Website or any tool therein, except to the extent that such activity is expressly permitted by applicable law notwithstanding this limitation; and
3.2.1.9. attempting to access any area of the Website to which access is not authorized access by a User who is less than 16 (sixteen) years of age.

3.3. Security Rules of Use
3.3.1. Users are prohibited from violating or attempting to violate the security of the Website, including but without limitation:
3.3.1.1. accessing data not intended for such user or logging into a server or account which the user is not authorized to access;
3.3.1.2. attempting to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without proper authorization;
3.3.1.3. attempting to interfere with service to any user, host or network, including, without limitation, via means of submitting a virus to the website, overloading, “flooding”, “spamming”, “mail bombing” or “crashing”;
3.3.1.4. sending and/or posting unsolicited email, including promotions; advertising content and/or advertising of products or services;
3.3.1.5. forging any TCP/IP packet header or any part of the header information in any email or newsgroup posting;
3.3.1.6. deleting or revising any material posted by any other person or entity;
3.3.1.7. using any device, software or routine to interfere or attempt to interfere with the proper working of this website or any activity being conducted on this site.
3.3.1.8. Violations of system or network security may result in civil or criminal liability. IJH will investigate occurrences, which may involve such violations and may involve, and cooperate with, law enforcement authorities in prosecuting users who are involved in such violations.

3.4. Copyright and Intellectual Property Rights
All rights in/to the content of this Website is reserved and retained by the owners of such rights. Users of this Website are not granted a license or any other right including without limitation under Copyright, Trade Mark, Patent or Intellectual Property Rights in/or to the content.

3.5. Privacy
3.5.1. You should carefully read our full Privacy Policy before using the Website as it is hereby incorporated into this Agreement by reference, and governs our treatment of any information, including personally identifiable information you submit to IJH.
3.5.2. Please note that certain information, statements, data, and content (such as photographs) which you may submit to IJH are likely to, reveal your gender, ethnic origin, nationality, age, and/or other personal information about you.
3.5.3. You acknowledge that your submission of any information, statements, data, and content to us is voluntary on your part and that IJH may process such information, within the terms of the Privacy Policy.
3.5.4. You acknowledge that you are over the age of 16 (sixteen) years old.

3.6. Limitation of Liability
3.6.1. Neither IJH nor any of our subsidiaries, affiliated companies, suppliers, employees, shareholders, or directors (“IJH Affiliates”) shall be cumulatively liable for any special, incidental, indirect, punitive or consequential damages or loss of use, profit, revenue or data to you or any third person arising from your use of the Services, or any of the content or other materials on, accessed through or downloaded from IJH.
3.6.2. This limitation of liability is part of the basis of the bargain between the parties and without it the terms and prices charged would be different. This limitation of liability shall apply regardless of whether:
3.6.2.1 you base your claim on contract, tort, statute or any other legal theory,
3.6.2.2 IJH knew or should have known about the possibility of such damages, or
3.6.2.3 the limited remedies provided in this section fail of their essential purpose; and
3.6.3. This limitation of liability shall not apply:
3.6.3.1 to any damage that IJH may cause you intentionally or knowingly in violation of this Agreement or applicable law, or as otherwise mandated by applicable law that cannot be disclaimed in this Agreement.

3.6.3.2 if you have entered into a separate agreement to purchase Recruiter Services with a separate Limitation of Liability provision that supersedes this section in relation to those Services.

3.7. Disclaimer

3.7.1. www.careerjunction.co.za is a web service which carries job advertisement and CV content independently published by third parties on the CareerJunction website (the "Website"). IJH is not involved in the recruitment process and must not be considered to be a recruiter and/or employer with respect to the use of the CareerJunction Website. IJH shall not be responsible for any user entering into agreements or making decisions of whatever nature in connection with the posting of jobs, CV and/or the contents thereof and/or any other information obtained on the CareerJunction Website.

3.7.2. The Website and its contents are provided on an “as is” basis without any warranties of any kind, either express or implied. Without limiting the generality of this clause, the following warranties are expressly excluded: warranty of merchantability, quality, or fitness for particular purpose, compatibility of the Website with your technology, equipment or software, uninterrupted or error free functionality of the Website, and non-infringement of any rights. IJH makes no representations and no warranties about the accuracy, reliability, completeness or timeliness of the material, services, software, text, and graphics set out on the Website. Insofar as the Website contains links to any other internet websites, you acknowledge and agree that IJH does not have control over any such website and IJH shall therefore not be liable in any way for the contents of any such linked website, nor for any costs, expenses, losses or damages of any nature whatsoever arising from your access and/or use of any such website.

4. Additional terms applicable to Recruiters

4.1. Definitions applicable to Recruiters:

Parties

4.1.1. "Company" means CareerJunction, a division of Interactive Junction Holdings (Pty) Ltd.
4.1.2. "Client" means the Recruiter entering into an Agreement with the Company and subscribing to the Company Service.
4.1.3. "Recruiter" means a person or entity that is accessing the Website to post a job or utilizing the Services for any reason related to the purpose of seeking candidates for employment.
4.1.4. "Representative" means the person nominated and authorised by the Client to act on its behalf with regards to this Agreement, also referred to as the "Decision Maker".
4.1.5. "Job seeker" means a person seeking employment or alternate employment. Job seekers may also be referred to as Candidates, Leads, Invites and Applicants.
4.1.6. "Services" means the online toolset using CareerJunction for job profiling, job ad media placement and application response management colloquially known as ‘Software as a Service’.
4.1.7. "Service Period" means the period of the Agreement entered into.
4.1.8. "Service Pricing" means the pricing set out in the Pricing proposal.
4.1.9. "Standard Rates" means the hourly rates charged for additional work requested by the client.
4.1.10. "Suspend" means temporarily suspension of the service to the Client.
4.1.11. "Suspension Period" means 7 (seven) business days after suspension.
4.1.12. "Termination" means access to the Service is cancelled by the Company.

General

4.1.13. "Agreement" means these Terms and Conditions and annexures attached hereto.
4.1.14. "Initial Period" means the initial fixed term period of the Agreement, as defined in the Service Details and Pricing Proposal.
4.1.15. "Downloaded" CV means a CV that has been saved by the user on their system.
4.1.16. "Forwarded" CV means a CV that has been forwarded to the default email address of the respective User.
4.1.17. "Improper Usage" includes but is not limited to any of the following:
4.1.17.1. The supply, sale or licensing material from the candidate database, or a copy
thereof, to any other person, including another member of your group of companies.

4.1.17.2. The download, search or view the database through any automated (e.g. "scraping") process.

4.1.17.3. The contacting of individuals on the database or making or allowing any use of the information about those individuals, other than for the purpose of finding suitable candidates for specific job vacancies.

4.1.18. "Internet Browser" means latest version of Google Chrome, Mozilla Firefox and/or Microsoft Internet Explorer or subsequent versions thereof.

4.1.19. "Notice" means the written notice sent to Client and/or Representative by the Company.

4.1.20. "Unmask" means, making visible (unhiding) a Job seeker’s personally identifiable information (PII). This includes their name, ID number, contact information and CV/Profile. Unmasked may also be referred to as CV, as this is often the prime purpose of unmasking, to view the CV.

4.1.21. "Credits" are units purchased for use on the CareerJunction Recruiter website to post jobs or unmask Job seekers.

4.1.22. Unit means a single CV or job, or a single Credit.

4.1.23. "Viewed" CV means a CV that has been opened by a user so that the user may view the full details of the CV.

4.2. Provision of Service

4.2.1. The Client agrees to use the Service upon the terms and conditions set out in this Agreement.

4.2.2. The Client shall not use, or permit the use of the Service, for any other purpose other than set out herein.

4.2.3. The Client shall not be entitled to sell, let, license, transfer, transmit, allow access to or otherwise distribute the Service or any part thereof, to any third party without the express prior written consent of the Company. Should the Client breach this clause the Company shall be entitled to suspend the Services with immediate effect.

4.2.4. If, at any time during the currency of this Agreement, the Client operates an online job board, or if, in the reasonable opinion of the Company, the Client offers any services similar to or in direct competition to the Company, the Company shall have the right to suspend the Services and/or terminate this Agreement immediately upon Notice to the Client. The Company’s right of Termination shall be without prejudice to any other rights in law the Company may have against the Client.

4.2.5. The Client agrees that under no circumstances shall it share logins with any person and/or Company other than its employees.

4.2.6. The Company shall regulate Improper Usage of CVs to ensure that all users of the Services have fair and equal use and to protect the integrity of the Service. This includes, but is not limited to, the limiting of CVs or the Termination of the Service to Clients who abuse the Service through Improper Usage.

4.2.7. The Client shall, at all times, comply with the Protection of Personal Information Act 2013 and all subsequent legislation and regulations.

4.2.8. By making use of the Service, Recruiters agrees to comply with the Labour Relations Act and other anti-discrimination legislation applicable in South Africa and the Company reserves the right to either reject or remove any Job Ad from its Website, that in its discretion contravenes such legislation.

4.2.9. The following practices are explicitly prohibited in the use of the Service and such use will be in breach of this Agreement:

4.2.9.1. Links or short links in the body of a Job Ad.

4.2.9.2. The use of premium rates SMS, fax and phone numbers.

4.2.9.3. Job Application requests outside of the intended online process.

4.2.9.4. Harvesting of the Job Seeker database.

4.3. Pricing of Service and Unit Allocation

4.3.1. Pricing for the provision of Service is set out in the Pricing proposal.

4.3.2. The usage allowances for number of CVs are set out in the Pricing Proposal.

4.3.3. 1 (one) CV is counted for one unmasking of a Job seeker. A Job seeker unmasked from a search is visible to all users of a company for a period of 24 (twenty-four) hours. A Job seeker unmasked from a Job is visible indefinitely but for the specific job they applied for only.

4.3.4. Units are allocated on the 1st day that access is granted. Should the Client utilise the full allowance and cancel before the end of the Service Period, the Company reserves the right to charge the Client for the amount of Units used exceeding the allowance per month (Allowance per month = Annual allowance divided by the total number of months included in the Service Period).
4.3.5. A counter showing the number of remaining Units per the Service Period shall be available within the Service Period.

4.3.6. The Company shall send an email alert to the Client when Units are at a low level.

4.3.7. Top up Units purchased shall be charged for separately at the rates applicable to the volume of Units purchased during the Service Period.

4.3.8. The Client shall have no claim for any unused Units at the end of the Service Period.

4.3.9. All Jobs are posted for a period of 30 (thirty) days. Job Ads may be deactivated and reactivated at any time during this period. Thereafter, they may be reposted up to 3 (three) times.

4.4. Service Period

4.4.1. The start date and period of this Agreement is as per the registration date and will continue for the period as set out in the Pricing Proposal.

4.4.2. RI’s purchased shall be valid and available for use for during the contractual period as per clause.

4.4.3. In the event that the account has not been accessed during a consecutive 3 (three) month period during the service period, the Company logo and branding shall be removed from the Company listing page. The branding shall be reactivated on the Company listing page once the account has been accessed by the Client before the end of the service period.

4.5. Termination

4.5.1. The Client may terminate this Agreement:

4.5.1.1. in writing and in accordance with the terms outlined on the Pricing Proposal, by providing 1 (one) calendar months’ notice, where such notice can only be given after the “Initial Period” of the Agreement; or

4.5.1.2. if the Company is in material breach of these terms and conditions and have not remedied such breach within 7 (seven) days of notice specifying the breach and requiring that the breach be remedied; or

4.5.1.3. if the Company becomes insolvent, ceases to trade or goes into liquidation

4.5.2. Termination by the Client before the end of the Service Period shall result in a loss of the discounts agreed for the entire Service Period. To illustrate, the volume discounts afforded on the basis of the full Service Period shall be recalculated based on actual volumes utilised and any amount due to the Company shall be invoiced to the Client upon termination in accordance with clause 4.3.4.

4.5.3. The Company shall terminate this Agreement if:

4.5.3.1. The Client is in material breach of these terms and conditions and has not remedied such breach within 7 (seven) days of notice specifying the breach and requiring that it be remedied; or

4.5.3.2. The Client becomes insolvent, ceases to trade or goes into liquidation

4.5.4. The Company is entitled to Suspend the Service if the Client is in default of any of its obligations under the Agreement.

4.5.5. The Client shall not be entitled to cancel the Agreement or withhold or defer payment or be entitled to a reduction in any charge or have any other right or remedy against the Company, its servants, its agents or any other persons for whom it may be liable in law, if the Company interrupts the provision of Services to the Client as a result of default by the Client.

4.6. Amendments to Service or Service Pricing

4.6.1. If the Client requests changes to the Service:

4.6.1.1. The Client shall complete the Company’s request for change form.

4.6.1.2. The Company shall review the request and advise the Client of the viability of the proposed change.

4.6.1.3. The Client shall provide a calendar months’ notice of their intention to change their service. Any adjustment to their pricing shall be made at the start of the next calendar month and shall endure for the remainder of the Service Period

4.6.1.4. If the change is software related and is specific to the Client the costs thereof shall be for the Client’s account.

4.6.1.5. All changes agreed by the parties shall be reduced to writing and agreed to by both parties before implementation.

4.7. Maintenance of Service

4.7.1. The Company shall provide maintenance of the Service as required.
4.7.2. The average availability uptime of the Service shall not be less than 99% (ninety-nine percent) in a calendar year excluding any network issues that may be experienced by the Client’s network service provider.

4.7.3. Scheduled maintenance downtime will be communicated via the website if that downtime is 2 (two) hours or less, and via email to the Client at least 48 (forty-eight) hours prior to the downtime if that downtime is to be more than 2 (two) hours.

4.7.4. Scheduled maintenance downtime will, where possible, be outside of business hours (Monday to Friday 09h00 to 17h00, excluding Public Holidays).

4.8. Payment terms and payment options

4.8.1. The payment terms are specific to the type of Agreement selected by the Client. The payment term applicable to the Client’s package shall be set out on the Pricing proposal and may include one of the following two options:

4.8.1.1. Annually in advance – this payment term requires payment to be made in advance for access to the Service.

4.8.1.2. Monthly payment terms – this payment term allows the Client to pay monthly in advance for access to the Service.

4.8.2. In the event of non-payment within the stipulated payment terms, the Company reserves the right to hold the Client liable for the total amount due pursuant to all outstanding invoices plus interest calculated at the current South African prime interest rate as determined by the Standard Bank of South Africa from the date that the invoices became overdue until the date payment is reflected in the Company’s bank account.

4.8.3. The Company shall Suspend all Services to the Client if payment is not made within 7 (seven) days, from date of invoice following which, if payment has not been effected, the Client shall be in breach of this Agreement.

4.8.4. If the Client pays the amount due in full within the 7 (seven) day Suspension Period, the Client shall have their Service re-activated and their Agreement shall continue as per normal.

4.8.5. The Company has contracted TransUnion ITC as their debt collection agent to assist with debt collection processes. Should the Client fail to make any payments due in terms of the Agreement the Company reserves the right to make use of TransUnion ITC or similar services and all collection costs shall be for the Client’s own account.

4.8.6. In the event of the Company instructing its attorneys to recover monies from the Client, the Client shall be liable for and shall pay all legal costs incurred by the Company on an attorney and own Client scale, including any tracing agents’ charges and commission.

4.8.7. The Company shall not be held liable for the loss or suspension of the Client’s services due to non-payment.

4.8.8. Payment can be made by:

4.8.8.1. Credit card – where payment is made by credit card, the Company may require additional information in order to verify the validity of payment. In such cases the Company reserves the right to withhold access to the Service until such time as this additional information is required;

4.8.8.2. Direct bank deposit or electronic funds transfer – where payment is made by direct bank deposit or electronic funds transfer the Units purchased will only be allocated upon receiving confirmation from the Client’s bank provider that payment has been received;

4.8.8.3. Debit card;

4.8.8.4. Debit order – this payment option is only available to those Client’s that have been approved by the Company for the monthly payment option;

4.9. Company’s Obligations

The Company shall:

4.9.1. Provide a Service that shall be accessible at www.careerjunction.co.za by an Internet Browser, and where applicable, the Client’s website and/or intranet.

4.9.2. Provide the Client with usernames and passwords as required in order to access the Service.

4.9.3. Provide secure databases of CVs submitted through job applications, and/or CVs on CareerJunction.

4.9.4. Provide standard maintenance to the Service at no additional charge.

4.9.5. Advertise its Service using varied media channels as deemed appropriate by the Company.

4.9.6. Maintain a fixed price for the initial Service Period.

4.9.7. Reserve the right to increase pricing at any time in subsequent Service Periods.
4.9.8. Provide the Client with an electronic VAT invoice for the billing period chosen by the Client in respect of all the fees and costs.

4.9.9. Suspend the Agreement with immediate effect if the Client does not make payment within the payment terms as specified in the Pricing proposal at the discretion of the Company.

4.10. **Limitation of Company’s Liabilities**
The Company shall not be:

4.10.1. liable in terms of the Agreement, in delict, contract warranty or otherwise for any direct, indirect, special or consequential damages suffered by the Client, howsoever arising and the Client indemnifies the Company from any claims arising as a result thereof.

4.10.2. liable for any damages, losses or claims resulting from the Agreement or the use of the Service (including, without limitation, indirect, punitive, incidental and consequential damages, lost profits, or damages resulting from lost data or business interruption).

4.10.3. responsible for the accuracy, whether in respect of errors or omissions, of any information contained in the Client’s own job seeker and/or employee database, and/or the CareerJunction CV database.

4.10.4. obliged to furnish any reasons for the withdrawal by a job seeker and/or employee from the Client’s own database and/or the CareerJunction CV database.

4.10.5. liable for any damages pertaining to the availability or suitability of the job seeker for any position at which they are placed.

In addition, the Company has not:

4.10.6. made any representations or warranties whatsoever, whether express or implied, to the Client; and

4.10.7. shall not give any warranties in respect of the availability or suitability of job seekers and/or employees for positions for which they are applying.

4.11. **Clients Obligations**
The Client shall:

4.11.1. Pay the Company the fees in accordance with the payment terms as set out in the Pricing proposal.

4.11.2. Ensure the Client’s representatives and user details are regularly.

4.11.3. Ensure that the Client’s logo is sent to the Company in the prescribed format.

4.11.4. Ensure the Client User details as per the Pricing Proposal to this Agreement are sent to the Company and that changes to these details are made in writing with seven (7) days of change to these details;

4.11.5. Ensure the accuracy of the information contained in the job adverts published on CareerJunction using the Service.

4.11.6. Exercise its own discretion regarding the suitability of any job seeker and/or employee for positions for which they are applying.

4.11.7. Inform the Company of any technical difficulties encountered.

4.11.8. Accept the electronic submission of Tax Invoices.

4.12. **Domicilium and Notices**
4.12.1. The parties hereby choose their domicilium as set out in the Pricing Proposal to the Agreement and shall be entitled from time to time by written notice to the other to vary their domicilium to any other address in South Africa, provided that such other address may not be a post office box.

4.12.2. All notices required to be given by either party to the other shall be deemed to have been validly given on the date upon which such notice is delivered to the addressee’s domicilium, or 4 (four) days after the date upon which such notice is posted to the addressee by prepaid registered post, addressed to the addressee at his domicilium or upon date of dispatch of email.

4.13. **General**
4.13.1. This Agreement constitutes the entire agreement between the parties and no alteration, variation or cancellation of agreement or addition or amendment to or deletion from the agreement shall be of any force or effect unless in writing and signed by the parties.

4.13.2. No indulgence, extension of time, relaxation or latitude which either party (the Grantor) may show grant or allow to the other (the Grantee) shall constitute a waiver by the Grantor of any of the Grantor’s rights and the Grantee shall not thereby be prejudiced or stopped from exercising any of its rights against the Grantee which may have arisen in the past or which might arise in
the future.

4.13.3. Nothing in the Agreement shall constitute a partnership or a joint venture between the parties, nor authorise either of the parties to incur any liability on behalf of the other, save where such liability is especially provided for in this agreement;

4.13.4. The Client shall not cede its rights or obligations set out in this agreement without the prior written consent of the Company;

4.13.5. The Client agrees to the jurisdiction of the Magistrate's Court having jurisdiction over it in respect of all legal proceedings connected to this agreement, notwithstanding that the amount of the matter in dispute exceeds the Magistrate's Court jurisdiction. Notwithstanding the foregoing, the Company shall be entitled to institute proceedings against the Client in the division of the High Court having jurisdiction in the matter.

4.13.6. The Client hereby agrees to the terms and conditions set out in this Agreement and the Annexures. The authorised Representative hereby warrants that he/she is authorised to accept the agreement on behalf of the Client.

Last updated on 06 December 2016.