

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.
- 1.5 These terms and conditions of business (hereinafter referred to as "GTC") apply to all contracts between Interactive Junction Holding (Pty) Ltd, and you as the client and govern all aspects connected with the performance of services between the parties.

2. CONCLUSION OF CONTRACT

- 2.1 The contract is concluded when CareerJunction receives the signed acceptance of the contract offer, which shall contain the date, company stamp or signature of the client. Amendments and additions to the contract as well as statements and individual instructions must be made in writing. Conditioning out the written form requirement also requires written form. If CareerJunction receives the acceptance of the contract offer after the end of a deadline for the offer, this shall be deemed a new offer made by the client. The contract is then concluded by acceptance by CareerJunction which will either be made explicitly in text form or implicitly by provision of the services.
- 2.2 The contract between the parties shall come into effect when the client avails itself of a service via CareerJunction's website. By clicking the Order button and accepting the terms and conditions, the client submits to CareerJunction an offer to enter into a contract. The client then receives an automated e-mail via the specified e-mail address that confirms receipt of the order. This e-mail does not constitute binding acceptance of the order. Order acceptance is performed by way of a separate e-mail once payment has been confirmed.
- 2.3 If the parties enter into a contract by telephone, the client receives a written confirmation by e-mail including the terms and conditions agreed by telephone. No further declarations by the parties are required.
- 2.4 A contract shall also come into effect if CareerJunction receives a CareerJunction order form signed by the client by post, fax, e-mail or other electronic form or CareerJunction provides written confirmation in a different form on the basis of the order form.

3. SUBSCRIPTION FEE AND PAYMENT

- 3.1 A prepayment is required prior to the activation of your access to our Services.
- 3.2 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.

- 3.3 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.
- 3.4 CareerJunction reserve the right to use debt collection companies and the right to provide them with the required information to collect the payment. We reserve the right to claim the costs resulting from the legal action from you.
- 3.5 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.
- 3.6 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.

4. AUTHORISED USERS

- 4.1 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.
- 4.2 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.
- 4.3 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.
- 4.4 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.

5. CREDITS

- 5.1 Your selected Package gives you the use of a specified number of credits ("Credits") over the Subscription Period.
- 5.2 Depending on your Package, each credit allows you to:
 - 5.2.1 view ("Unmask") the personal details, including the name, contact information and curriculum vitae ("CV") of 1 Job Seeker on the Database; and/or
 - 5.2.2 upload an advertisement for a job vacancy ("Job Ad") and other specified information (collectively "Data") to the Website for the purposes of your business.
- 5.3 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.
- 5.4 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.
- 5.5 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:
 - 5.5.1 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;
 - 5.5.2 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.
- 5.6 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 5.5 are payable on demand.
- 5.7 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.

6. YOUR DATA AND THIRD PARTY CONSENT

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

- 6.2 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.
- 6.3 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.
- 6.4 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.
- 6.5 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.
- 6.6 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.
- 6.7 Job advertisement placed on the site must be accessible and available for the candidates to review and apply. If CareerJunction becomes aware that the job advertisement is no longer in existence or is not available for the candidates to access, CareerJunction reserves the right to remove the job advertisement from the job board without any prior notification to the client. This will include if the job advertisement is within the agreed term specified in the contract and it is no longer in existence, CareerJunction will remove the job advertisement immediately.
- 6.8 You are responsible for compliance with the applicable statutory provisions relating to the content you provide, in particular you are responsible that the content complies with press law, competition law, data protection law and other applicable provisions and rules. You further warrant that the content of the adverts breach neither any statutory prohibitions nor third-party rights.
- 6.9 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.
- 6.10 CareerJunction may without notice to you, remove any Data which in CareerJunction's opinion, breaches the provisions of clauses 6.3 and/or 6.9. 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.
- 6.11 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 6, or otherwise as a consequence of your use of the Website and/or Services.
- 6.12 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.

7. JOB SEEKERS

- 7.1 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.
- 7.2 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.
- 7.3 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.

8. PROPER USE

- 8.1 You must not, and must procure that the Authorised Users do not, and do not attempt to:
 - 8.1.1 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;

- 8.1.2 generate automated postings or spam in relation to the Website;
- 8.1.3 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;
- 8.1.4 access and/or use the Website if they are under the age of 16 years;
- 8.1.5 otherwise use the Website in a manner or for a purpose other than ordinarily intended and authorised by CareerJunction.

9. WEBSITE MAINTENANCE, UPTIME AND DOWNTIME

- 9.1 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.
- 9.2 CareerJunction will maintain the Website as and when it deems it necessary.
- 9.3 Subject to clause 9.4, 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 15.
- 9.4 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).
- 9.5 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.
- 9.6 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.

10. 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.

11. INTELLECTUAL PROPERTY

- 11.1 All Website IP is the property of, or is licensed to, CareerJunction, or is the property of a third party.
- 11.2 By using the Website and/or the Services, you will not acquire any rights in or to the Website IP.
- 11.3 The provisions of this clause 10 survive the termination of your Package for any reason and remain binding on the parties.

12. PROTECTION OF PERSONAL INFORMATION

- 12.1 The Database contains personal information as defined in the Protection of Personal Information Act, 2013 ("POPIA"), 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.
- 12.2 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.
- 12.3 You must comply with your obligations in terms of POPIA, 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.

- 12.4 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.
- 12.5 In the context of the use of the video interview service, CareerJunction processes personal information on client's behalf within the meaning of chapter 1, section 1 of the Protection of Personal Information Act ("POPIA") as an operator. Therefore, the client is the responsible party of the personal information pursuant to chapter 1, section 1 POPIA. The contract to process personal information on client's behalf from chapter Data Processing Addendum (DPA) of these terms and conditions apply in this respect.
- 12.6 If the client uses its own application tracking system ("ATS") and selects the option in which applications are transferred directly to client's ATS through its website, the client is the sole responsible party with respect to candidates' personal information. CareerJunction does not process any personal information on behalf of the client or the other way around. CareerJunction also has personal information about the candidate who applies, but this is due to a contract between the candidate as a registered user of our platform, which contains different career-related service, such as the possibility of application management. In terms of data protection law, the aforementioned reflects a "controller-to-controller relationship", where no further contract is required.

In the case that the client selects the usage of the standardised application form operated by CareerJunction on its platforms, CareerJunction forwards (and therefore processes) the candidate's application to the client to fulfill its contractual obligation towards the client. CareerJunction therefore processes personal information on behalf of the client as an Operator as defined in Section 1 of the Protection of Personal Information Act, 2013 („POPIA“). In accordance with the POPIA a written contract is required to be in place when a third party processes personal information on behalf of the Responsible Party (Section 21 (1) POPIA) and which addresses Section 20 and 21 of the POPIA. The contract to process personal information on client's behalf from chapter Data Processing Addendum (DPA) of these terms and conditions apply in this respect.

- 12.7 Where the client uses the Recruiter Space to process a candidate's application, CareerJunction processes the candidate's personal information within the scope of Section 1 POPIA. The processing of the candidate's personal information within the candidate's user profile is based on a contract between the candidate and CareerJunction. CareerJunction cannot process candidate's data at the direction of only the candidate or the client. Since CareerJunction and the client process the candidate's (personal) information on CareerJunction's platform, CareerJunction and the client are jointly responsible according to Section 1 POPIA. Chapter Joint Controllership Addendum of these terms and conditions applies, since CareerJunction and the client process the candidate's personal data in conjunction and there is joint controllership.

13. **CONFIDENTIALITY**

- 13.1 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.
- 13.2 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.
- 13.3 You agree to:
- 13.3.1 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
 - 13.3.2 not without CareerJunction's prior written consent, disclose any of the confidential information to any third party, other than the Authorised Users.

- 13.4 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 13, or the breach of this clause 13 by an Authorised User.

14. **LIMITATION OF LIABILITY**

- 14.1 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.

14.2 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.

14.3 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.

15. **FORCE MAJEURE**

15.1 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.

15.2 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 (recheck) to be carried out on me or the company I represent. I accept that such checks do not infringe on any of my fundamental rights and I accept that the (reference check) recheck 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. 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 clients 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 clients' 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 client and are made available to the client. This System can be accessed by the client 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 18.1 lit. b above).
- 18.4 The client 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 clients' account within the System. A Video Interview has been conducted if a) the Candidate provided its recorded video or b) the client 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 client.

19. DATA PROCESSING ADDENDUM (DPA)

19.1 Subject matter and duration of the DPA

19.1.1 Interactive Junction Holdings (Pty) Ltd trading as CareerJunction, 4 Biermann Avenue, Rosebank, 2196, Cape Town, South Africa and the client entered into an agreement (main contract) that has services involving the processing of personal information on behalf of the client, which requires the conclusion of a written contract.

In the context of the use of the Video Interview Service and in the context of the use of the ATS, provided by CareerJunction, CareerJunction processes personal information on client's behalf within the meaning of chapter 1, section 1 of the Protection of Personal Information Act., 2013 ("POPIA") as an Operator. Therefore, the client is the Responsible Party of the personal information pursuant to chapter 1, section 1 POPIA. The parties herewith enter into a data processing agreement in accordance with section 21 POPIA.

Subject to the main contract between the parties may also be the usage of the standardised application form operated by CareerJunction on its platforms. In this context, CareerJunction processes personal information on client's behalf also as an Operator, by transferring the application to the application tracking system of the client. The parties herewith enter into a data processing agreement in accordance with section 21 POPIA

19.1.2 Duration of this DPA corresponds to the duration of the agreement between the parties.

19.2 Specification of the DPA Details

19.2.1 Nature and purpose of the intended processing of data – Video Interview Service

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 personal information shall be carried out exclusively within the Republic of South Africa or a Member State of the European Union ("EU") or within a Member State of the European Economic Area (EEA). However, the EU and EEA are subject to comparable data protection standards as required by Section 72 POPIA. As the Video Interview Service is provided by CareerJunction's affiliated company, Cammio GmbH, Alexanderstraße 1-5, 10178 Berlin, Germany, European Union, CareerJunction does process personal information outside the Republic of South Africa, by using Cammio GmbH as its sub-operator. Personal information, respectively the recorded videos are stored on servers, hosted by AmazonWebServices in the European Union, Frankfurt and Ireland, where the GDPR applies which provide an adequate level of protection that actively upholds principles for reasonable processing of the information that are substantially similar to the conditions for the lawful processing of personal information relating to a data subject who is a natural person and, where applicable, a juristic person; and includes provisions, that are substantially similar to this section, relating to the further transfer of personal information from the recipient to third parties who are in a foreign country. This transborder action meets the requirements of Section 72 of the POPIA.

19.2.1.1

The Subject Matter of the processing of personal information 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 information of the candidates (candidate's 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 responsible party (pursuant to the main contract).

19.2.1.2

The category of data subjects whose personal information is processed in the context of performing the Agreement are applicants, who apply to the responsible party as well as employees of the responsible party who act as an interviewer. In addition, the communication data of responsible party's contacts will be processed.

19.2.2 Nature and purpose of the intended processing of data – Client's ATS

The purpose of the processing within the application process, is to transmit the application created by the applicant to the application tracking system ("ATS") of the client. The undertaking of the contractually agreed processing of personal information shall be carried out exclusively within South Africa or a Member States of the European Union ("EU") or in another contracting State to the Agreement on the European Economic Area ("EEA"). However, the EU and EEA are subject to comparable data protection standards as required by Section 72 POPIA.

19.2.2.1

The Subject Matter of the processing of personal information comprises the following data types/categories:

- In the context of applicant management, data subjects are persons who have applied for an open position with the client via the CareerJunction application form.
- All the personal information that has been provided and transmitted by the candidate as well as such data that can be used to identify the candidate. This therefore generally encompasses all CV-related data, such as name, address, telephone number, date of birth and details concerning education and professional experience. Furthermore, data captured by the client regarding the application may be added to such data.

19.2.2.2

The category of data subjects whose personal information is processed in the context of performing the agreement are applicants, who apply to the responsible party.

19.2.3 Nature and purpose of the intended processing of data – CareerJunction's ATS

The purpose of the processing is the provision of the application tracking system ("ATS"), operated by CareerJunction. The ATS enables the client to manage its candidates and automating its recruitment process. The undertaking of the contractually agreed processing of personal information shall be carried out exclusively within South Africa or a Member States of the European Union ("EU") or in another contracting State to the Agreement on the European Economic Area ("EEA"). However, the EU and EEA are subject to comparable data protection standards as required by Section 72 POPIA.

19.2.3.1

The Subject Matter of the processing of personal information comprises the following data types/categories:

- In the context of applicant management, data subjects are persons who have applied for an open position with the client.
- All the personal information that has been provided and transmitted by the candidate as well as such data that can be used to identify the candidate. This therefore generally encompasses all CV-related data, such as name, address, telephone number, date of birth and details concerning education and professional experience. Furthermore, data captured by the client regarding the application may be added to such data.

19.2.3.2

The category of data subjects whose personal information is processed in the context of performing the agreement are applicants, who apply to the responsible party.

19.3 **Obligations of the client**

19.3.1 The client is the controller under data protection law for personal information collected and processed by CareerJunction in accordance with the terms of the main contract.

19.3.2 The client shall comprehensively inform CareerJunction without undue delay if it discovers errors or irregularities with regard to data protection regulations when reviewing the results of the processing.

19.3.3 The client shall keep a record of processing activities pursuant to Section 17 POPIA.

19.4. Duties of CareerJunction

19.4.1. CareerJunction shall inform the client without undue delay if CareerJunction is of the opinion that an instruction from the client breaches applicable laws. CareerJunction may suspend implementation of the instruction until it has been confirmed as being permitted or modified by the client.

19.4.2. CareerJunction shall comply with the provisions of this data processing agreement and relevant applicable data protection laws, in particular the POPIA.

19.4.3. CareerJunction shall take appropriate, reasonable technical and organizational measures in accordance with the relevant data protection laws, including the POPIA and in particular section 21 (2), 19 thereof, to protect the personal information of the data subjects and their rights and freedoms, taking into account implementation costs, the state of the art, nature, scope and purpose of processing as well as the likelihood of occurrence and severity of the risk. These protective measures are recorded in the overview of technical and organizational measures, which are available at:

https://cj-marketing.s3.amazonaws.com/CareerJunction_Terms_Of_Use.pdf and the chapter “Technical and Organisational Measures.”

The technical and organizational measures are subject to technical progress and further development. In this respect, CareerJunction is required to check the effectiveness of the measures and adapt them accordingly as technology progresses. Alternative protective measures are permitted as long as they do not fall below the protective level of the defined measures. Significant changes must be documented and reported to the client without undue delay. If the measures are changed in such a way that, from the client's point of view, CareerJunction cannot guarantee equivalent or higher protection of the data, the client has the right to extraordinary termination after unsuccessful issuance of instructions with regard to the services covered by these additional conditions for contract data processing. The same applies if notice of such changes is not provided.

19.4.4. CareerJunction shall provide the client with the information necessary for the record of processing activities pursuant to section 17 POPIA and shall keep a separate list of all categories of processing activities carried out on behalf of the client.

19.4.5. All persons who can access personal information processed on behalf of the client in accordance with the client's contract shall be bound to confidentiality and shall be informed of the special data protection obligations resulting from the contract as well as the existing binding instructions and/or purpose.

19.4.6. CareerJunction is required to appoint an Information Officer. The current contact details are: Greig Smith, privacy@careerjunction.co.za, +27 010 140 3099.

19.4.7. CareerJunction guarantees protection of data subject rights and supports the client to the necessary extent in responding to requests to exercise data subject rights pursuant to section 5 POPIA. CareerJunction shall inform the client without undue delay if a data subject contacts CareerJunction directly for the purpose of providing access, rectification, erasure or restricting the processing of their personal data.

19.4.8. CareerJunction shall support the client in carrying out personal information impact assessments pursuant to Art. 4 lit b POPIA and the resulting consultation of the supervisory authority to the necessary extent. CareerJunction shall support the client with regard to compliance with reporting and notification obligations in the event of data protection breaches. CareerJunction shall inform the client in text form without undue delay in the event of operational disruptions, suspected personal information breaches pursuant to section 19 POPIA in connection with data processing or other irregularities in the processing of the data for the client. In consultation with the client, CareerJunction shall take appropriate measures to secure the data and to minimize possible adverse consequences for data subjects insofar as the personal information breach was CareerJunction's responsibility.

19.4.9. In the event that the data protection authorities investigate CareerJunction, the client must be informed without undue delay to the extent the investigation relates to the subject matter of the contract.

19.5. Audits including inspections

19.5.1. CareerJunction shall provide the client all necessary information to verify the obligations set out in the contract. CareerJunction shall permit the client to conduct audits, including inspections in accordance

with POPIA, before the commencement and during the term of this agreement after reasonable prior notice and during normal business hours (9:00-18:00). The client is entitled to satisfy itself directly, or through suitable third parties bound to professional secrecy, of the observance of the technical and organizational measures before commencement and during contract data processing, after timely notification at the business premises during normal business hours without disturbing the course of business. The result of these audits shall be documented and signed by both parties.

19.5.2. As verification of the technical and organizational measures, CareerJunction may also submit current certificates, reports or report extracts from independent bodies (e.g. auditors, internal auditors, data protection officers, IT security department, data protection auditors, quality auditors) or a suitable certification by IT security or data protection audit (e.g. in accordance with BSI baseline protection).

19.6. Additional Operators

19.6.1. CareerJunction's sub-operators listed below are deemed to have been approved when the contract is awarded:

Sub-Operator	Service(s)
StepStone GmbH, Völklinger Str. 1, 40215 Düsseldorf, Germany, European Union	<ul style="list-style-type: none"> • Hosting and related security services, • Back-up services • Client-service troubleshooting support
Cammio GmbH, Alexanderstraße 1-5, 10178 Berlin, Germany, European Union	<ul style="list-style-type: none"> • CareerJunction uses Cammio to conduct Video Job Interviews.
Akamai Technologies GmbH, Parkring 20-22, 85748 Garching, Germany	<ul style="list-style-type: none"> • CareerJunction uses Akamai as a Web Application Firewall as part of its technical and organisational protection measures and therefore delivers content to website visitors via Akamai in order to protect its systems.
Akamai Technologies, Inc., 150 Broadway, Cambridge, 02142 MA, USA	<ul style="list-style-type: none"> • see Akamai Technologies GmbH, Akamai Technologies GmbH uses Akamai Technologies, Inc. as a subcontractor.
Amazon Webservices, Inc., 410 Terry Drive Ave North, WA 98109-5210 Seattle, USA	<ul style="list-style-type: none"> • Hosting and related security services (provided exclusively within the EU)
PayU Payments Solutions Proprietary Ltd., 3rd Floor, Pier Place Heerengracht Jetty Street Cape Town, 8001	<ul style="list-style-type: none"> • Payment Merchant for all Online Ordering (OLO) Payments that allows clients to securely pay.
Revive Software and Services BV, Jonkersvaart 36, 9366 TC Jonkersvaart, The Netherlands	<ul style="list-style-type: none"> • CareerJunction uses Revive Adserver Hosted Edition for the creation of site ads on CareerJunction's website which contains company information of the client, provided by the client.
MC van Dyk and Associates Van Dyk House, 52 Hennie Alberts Street, Corner Rae Frankel Street, Brackenhurst, Alberton	<ul style="list-style-type: none"> • CareerJunction uses the debt collection services of MC van Dyk and Associates Reconciliation for dunning processes.

CareerJunction may award contracts to other operators (sub-operators) by informing the client in advance of the inclusion or replacement of new subcontractors by notification in text form of the change to the sub-operator list, provided the client does not object within four weeks. If the client does object, CareerJunction is entitled to discontinue the services in the context of the Recruiter Space or in the context of the Video Interview Service or in the context of the forwarding of the applicant data to the client's ATS.

19.6.2. CareerJunction will impose the same data protection obligations on the sub-operators as those set out in this data processing agreement, so that the processing complies with the requirements of the POPIA.

19.6.3. Further outsourcing by the sub-operators requires the express consent of the primary contractor (at least in text form); all contractual provisions in the contract chain must also be imposed on the additional subcontractor.

19.6.4. Services used by third parties as ancillary services to assist in the execution of the contract processing shall not be deemed to be sub-operators. These include, for example, telecommunications services, maintenance and user service, cleaning staff, inspectors or the disposal of data media. CareerJunction is, however, required to make appropriate and lawful contractual agreements as well as take control measures with such service providers for the assurance of the protection and security of the client's data; this also applies to outsourced ancillary services.

19.7. Erasure and return

With the end of contract regulating the Video Interview Service, CareerJunction shall erase the data contained in the applicant management system. Otherwise, CareerJunction will erase the data at the latest one year after receipt of the data or otherwise upon request of the client.

20 TECHNICAL AND ORGANISATIONAL MEASURES

20.1

20.1.1 CareerJunction shall establish the security in accordance with the relevant data protection laws. 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 must be taken into account.

20.1.2 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.

20.2 Rectification, restriction and erasure of data

20.2.1 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.

20.2.2 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.

20.3 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 relevant data protection laws; 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 relevant data protection laws. 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 the relevant data protection laws.
- 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 20.4 of this contract.

20.4 **Supervisory powers of the Client**

20.4.1 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.

20.4.2 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).

20.4.3 CareerJunction may claim remuneration for enabling Client inspections.

20.5 **Communication in the case of infringements by CareerJunction**

20.5.1 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.

20.5.1 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.

20.6 Authority of the Client to issue instructions

20.6.1 The Client shall immediately confirm oral instructions (at the minimum in text form).

20.6.2 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.

20.7 Deletion and return of personal data

20.7.1 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.

20.7.2 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.

20.7.3 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.

Separate processing of data collected for different purposes, ensured as follows:

The CareerJunction Recruiter Space is multi-client capable, so that every logged-in client can only see the data that is connected to its account. 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.

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 be 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.

21 JOINT CONTROLLERSHIP ADDENDUM (JCA)

Processing of personal information by CareerJunction and the client under joint responsibility within the meaning of Section 1 (definition of „responsible party“ alt. 2) POPIA

1. Purpose of this joint controllership arrangement

1.1

This arrangement governs the rights and obligations of the responsible parties (hereinafter also referred to as “Parties”) when jointly processing personal information. This arrangement relates to all activities where employees of the Parties or processors they have commissioned process personal information for the responsible parties. The Parties jointly determine the means and purposes of the processing activities detailed below.

1.2

In order to select and manage suitable applicants for one or more jobs advertised by the client, personal information are processed in the CareerJunction application management system (“Recruiter Space”). Where the client uses the Recruiter Space to process a candidate’s application, CareerJunction processes the candidate’s personal information within the scope of Section 1 POPIA. The processing of the candidate’s personal information within the candidate’s user profile is based on a contract between the candidate and CareerJunction. CareerJunction cannot process candidate’s data at the direction of only the candidate or the client. Since CareerJunction and the client process the candidate’s (personal) information on CareerJunction’s platform, CareerJunction and the client are jointly responsible according to Section 1 POPIA.

1.3

For the remaining process stages, where the purposes and means of individual phases of the data processing are not jointly determined, each contracting party is a single responsible party within the meaning of Section 1 POPIA (as defined as an „operator“). Insofar as the contracting parties are joint operators or joint controllers within the meaning of Section 1 POPIA (when processing personal information in conjunction), the following arrangements apply:

2. Areas of activity of the Parties

2.1

Under joint controllership, CareerJunction is responsible for the processing of personal information pertaining to users registered for CareerJunction in the context of the application process for jobs advertised by the client (area of activity A). The data that is processed, the legal basis for which in accordance with Section 11 (1) lit. A POPIA is the contract with users registered for CareerJunction, is all personal and personally identifiable data, which has been given and transmitted by applicants. This generally encompasses all CV-related data, such as name, address, telephone number, date of birth and details concerning education and professional experience.

2.2

Under joint controllership, the client is responsible for the processing of personal information pertaining to applicants after applications are received in the Recruiter Space (area of activity B). The legal basis for this processing, in accordance with Section 11 (1) lit. a POPIA is the applicant’s consent to the processing of their application. The data that is processed is all personal and personally identifiable data, which has been given and transmitted by applicants. This generally encompasses all CV-related data, such as name, address, telephone number, date of birth and details concerning education and professional experience. Furthermore, data captured by the client regarding the application may be added to such data. This includes information that the client enters when using the comment function or note function or by assigning an application status, and where the Video Interview Service is used, a) the recorded applicant videos, when an application video is created by the applicants in accordance with clause 18.1 lit. a of these GTC, or b) the e-mail address and name of the applicant for conducting a live interview in accordance with clause 18.1 lit. b of these GTC.

3. Lawfulness of data processing

Each Party warrants compliance with the statutory provisions, in particular the lawfulness of the processing it also carries out under joint controllership. The Parties will take all technical and organisational measures necessary to ensure that the rights of data subjects, in particular within the meaning of Section 18, 23, 24 can be or are satisfied within the statutory periods of time.

4. Data minimization

The Parties will ensure that only personal information is collected which is absolutely necessary for the lawful handling of the process and for which the purposes and means of processing are prescribed by Republic law. For the rest, both contracting parties will observe the principle of data minimisation within the meaning of Section 10 POPIA.

5. Rights of data subjects

5.1

The Parties undertake to make available to data subjects, free of charge, the information required under Section 5 POPIA in a concise, transparent, easy to understand and easily accessible manner and in clear and plain language. The Parties agree that CareerJunction will provide such information with regard to the processing of personal information in area of activity A and the client will provide such information with regard to the processing of personal information in area of activity B.

5.2

Data subjects are able to assert the rights afforded to them by Section 19, 21, 22, 24 POPIA against both contracting parties. Where a data subject, in exercising their rights as a data subject, contacts one of the Parties, in particular with a view to obtaining, rectifying and deleting their personal information, the Parties undertake to forward this request without undue delay to the other Party, irrespective of any obligation to satisfy the data subject's rights.

5.3

The Parties undertake to fulfil the obligation to provide information as referred to in Section 23 POPIA and to make available to data subjects, upon request, the information to which they are entitled under Section 23 POPIA. As a matter of principle, the information will be given to data subjects by the contracting party to which the request was made. Where necessary, the Parties will make available to each other the necessary information from their respective area of activity. The point of contact of the respective Party responsible in this respect is a person from the respective Party's organisation who is tasked with data protection. Any change to the respective point of contact must be notified to the other Party without undue delay. The Parties are also deemed to have fulfilled their obligation under the fifth sentence, when the person tasked with data protection as indicated in the privacy policy or legal notice of a Party is contacted.

5.4

Where personal information is to be deleted, the Parties will notify each other beforehand. The respective other Party may object to the deletion where a legitimate reason exists, for instance where it is subject to a statutory obligation to retain the data.

6. Obligations to inform each other

The Parties will inform each other without undue delay and in full, if they discover errors or irregularities with respect to data protection provisions when auditing processing activities or the results of contract data processing.

7. Making available of this arrangement

The Parties undertake to make available to data subjects the essence of this arrangement on joint controllership. CareerJunction will make a current version of this arrangement publicly available at https://cj-marketing.s3.amazonaws.com/CareerJunction_Terms_Of_Use.pdf.

8. Notification and communication

Both Parties are subject to the obligations arising from Section 19, 21, 22 POPIA to notify the supervisory authority of a personal information breach and to communicate a personal information breach to the data subject for their respective area of activity. The Parties will inform each other without undue delay of any notification of a personal information breach to the supervisory authority and will forward to each other the information required for conducting the notification.

9. Data protection impact assessment

If a personal information impact assessment within the meaning of Section 55 (1) POPIA is required, the Parties will assist each other in this respect.

10. Documentation and storage obligations

10.1

Documentation that demonstrates compliance within the meaning of Chapter 3 POPIA is to be stored by each Party in accordance with their legal powers and obligations to do so beyond the end of the contract.

10.2

The Parties have their own responsibility for ensuring that they comply with all statutory retention obligations in place in relation to the data. To this end, they are to take appropriate data protection precautions (Section 55 (1) POPIA). This applies in particular in the event that the collaboration comes to an end.

10.3

When the main contract comes to an end, CareerJunction will delete the data contained in the applicant tracking system, no later than one year after the application was received in the applicant tracking system. The client may ask CareerJunction at any time to delete data in its own area of activity. CareerJunction will perform the deletion without undue delay, unless CareerJunction is authorised or obligated to retain the data.

11. Data secrecy and confidentiality of data

The Parties will ensure, within their area of activity, that all employees involved in the data processing maintain the confidentiality of the data in accordance with Section 20, 21 POPIA and in the period in which they are employed as well as after their employment comes to an end and that said employees, before commencing their work, will be accordingly obligated to data secrecy and instructed in the data protection provisions that are relevant to them.

12. Privacy by design and technical and organisational measures

12.1

Systems are to be implemented, operated and configured with default settings taking into account the specifications of the POPIA and other rules and regulations, in particular taking into account the principles of privacy by design and by default and using suitable, state-of-the-art technical and organisational measures.

12.2

The Parties shall take suitable organisational and technical measures in accordance with the relevant data protection laws, including the POPIA and in particular Section 1, 20, 21 thereof, to protect the personal information of the data subjects and their rights and freedoms, taking into account implementation costs, the state of the art, type, scope and purpose of processing as well as the probability of occurrence and severity of the risk. The technical and organisational measures are subject to technical progress and further development. In this respect, the Parties are required to check the effectiveness of the measures and adapt them accordingly as technology progresses. Alternative protective measures are permitted as long as they do not fall below the protective level of the defined measures. Significant changes must be documented and reported to the other Party without undue delay.

12.3

The personal information to be processed in the course of providing services on the CareerJunction platform or in the Recruiter Space is stored on specially protected servers.

13. Data processors

13.1

The data processors listed in Annex 1 provide services on CareerJunction's behalf. The Parties may place orders with other processors and will provide the respective other Party with an up-to-date list of processors for information purposes, insofar as the scope of this arrangement is concerned as a result. Reference to the publication of an up-to-date list on the respective Party's own website will suffice in order to fulfil this obligation to provide information. If the other Party lodges an objection against the amendment within four weeks of notification, the changing Party is required to discontinue the service in its area of activity, without this giving rise to any right to terminate the main contract. An objection against an amendment can be lodged only where good cause exists, in particular if a data transfer to a third country is necessary for performing the data processing contract.

13.2

When engaging data processors within the scope of this arrangement, the Parties undertake to conclude a contract in accordance with Art. 21 POPIA and to commission only those subcontractors who meet the requirements of data protection law and the specifications of this contract.

13.3

Services provided by third parties as ancillary services to assist in the execution of the contract data processing are not deemed to be data processors. These include, for example, telecommunications services, maintenance and user service, cleaning staff, inspectors or the disposal of data media. The Parties are, however, required to make appropriate and lawful contractual agreements and take control measures to ensure the protection and security of the data, including where ancillary services are outsourced.

14. Records of data processing activities

The Parties will maintain a record of data processing activities in accordance with Section 17 POPIA, including and in particular noting the nature of the processing operations under joint or sole controllership.

15. Liability

Externally, the Parties shall be jointly and severally liable, without prejudice to the provisions of this contract, for damage to data subjects, which is caused by processing which is not compliant with the POPIA. Internally, the Parties shall be liable, without prejudice to the provisions of this contract, only for damage arising within their respective area of activity.