

## Terms and Conditions – CareerJunction Job Seekers Updated on 20 May 2020

### 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](http://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 together with our Privacy Policy. 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](http://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 information relating to an identifiable, living, natural person and where it is applicable, an identifiable, existing juristic person, including, but not limited to the factors as defined in the Protection of Personal Information Act 4 of 2013.

### 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

- 3.1.1. Users may not use the website in order to transmit, distribute, store or destroy material:
  - 3.1.1.1 in violation of any applicable law or regulation;
  - 3.1.1.2 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;
  - 3.1.1.3 that is defamatory, obscene, threatening, abusive or hateful.
- 3.1.2 CareerJunction does not warrant the suitability of any Job Seeker who uses the Website and/or responds to any Job Ad which you post. You must satisfy yourself as to the suitability of any Job Seeker for any vacancy which you apply to via the website.
- 3.1.3 Job Seekers must at all times comply with all applicable legislation, including but not limited to the Labour Relations Act (LRA), 1995, the Promotion of Access to Information (PAIA) Act 2 of 2000, Electronic Communications and Transactions Act (ECT) Act 25 of 2002, the Protection of Personal Information Act (POPI), 2013 and anti-discrimination legislation.
- 3.1.4 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 Advertisement to which you applied for, or with whom you correspond via the Website.
- 3.1.5 When you register for an account you must (i) provide accurate and truthful information, and (ii) update such information from time to time as necessary to keep your registration information current and accurate.

#### 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 displaying any content from the Website without IJH's prior written permission;
  - 3.2.1.7. 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
  - 3.2.1.8. attempting to access any area of the Website to which access is not authorized
  - 3.2.1.9. 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. "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.

### **3.8. Force Majeure**

- 3.8.1. 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.
- 3.8.2. 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.