

## **TERMS AND CONDITIONS**

### **1. Definitions**

- “Employee” means a registered JobCrystal user that is looking for employment opportunities.
- “Employer” or “You” means any natural or legal person that is a registered user of the JobCrystal service and wants to directly employ an Employee via posting a job on the JobCrystal website.
- “JobCrystal” and “We”, “Our” means JobCrystal (Pty) Ltd Registration number 2009/000610/07 of Block C, The Terraces, Silverwood Close, Steenberg Office Park, Tokai, 7945 and any of its employees, officers, directors, representatives, agents, shareholders, affiliates, subsidiaries, holding companies, advisers, service providers, suppliers and content providers, being the owner of the website.
- “Party/ies” or “User” means the Employer and/or Recruiter and/or JobCrystal

### **2. Services**

- JobCrystal provides an online headhunting portal to assist Employers to instantly headhunt top talent for job opportunities, by way of using the JobCrystal service.

### **3. Information provided by the Employee**

- 3.1. The Employee must provide us with true and accurate information upon registration, and amend their profile to reflect any changes to their situation or details, as soon as possible after such change occurs.
- 3.2. Employees may not post material that is offensive, derogatory, defamatory, obscene or pornographic, nor material that contains profanity, vulgarity, hate speech, or threats of violence.
- 3.3. Employees may not post copyright material without permission from the owner of that material.
- 3.4. Employees may not post any material that contains any advertising, promotion or solicitation of goods or services for commercial purposes.
- 3.5. We reserve the right not to place any content or material provided by you onto the site, and to remove such material for any reason, at our sole discretion.

### **4. Content provided by JobCrystal**

- 4.1. Job Postings are independently published by third parties on the JobCrystal site. JobCrystal is not involved in the recruitment process and must not be considered to be an Employer in this context. JobCrystal will therefore not be held responsible for any Employee entering into any agreements or making any decisions of whatsoever nature as a result of job advertisements or any other information obtained through the site.
- 4.2. JobCrystal offers no guarantee with regards to the continued availability of job posts and as such may not be held responsible for any job vacancies being filled by an Employer prior to being closed or removed from the website.
- 4.3. JobCrystal makes every effort to ensure that job advertisements are legitimate employment opportunities, however can offer no guarantee that every job posted is an actual job vacancy.
- 4.4. We make no warranties or representations with regard to the information provided on this site; and no information appearing on the site, or linked to from the site, should be seen to constitute professional advice in any way.
- 4.5. We do not guarantee that the information or content on the site will be error-free or will meet any particular criteria of performance or quality.
- 4.6. We reserve the right to remove, modify or alter any content on the site, at our sole discretion.
- 4.7. We furthermore reserve the right to restrict access to any services, information or applications contained on the site, at our sole discretion.

### **5. Use of the JobCrystal site**

- 5.1. The user will be fully responsible for any activity carried out on the site through his/her account.
- 5.2. The user is responsible for maintaining the integrity and confidentiality of his/her login details, including username, email address and password.
- 5.3. You must notify us immediately in the case of any unauthorised use of your username and password, or any suspected breach of security on your account.
- 5.4. We will make all reasonable endeavours to maintain the website, but we reserve the right to modify or withdraw, temporarily or permanently, the website or any part thereof, with or without

notice to you, without incurring any liability to you or any third party.

- 5.5. You will not be eligible for any compensation if you are unable to use any part of the website due to a temporary failure or suspension caused by circumstances beyond our control.
- 5.6. We reserve the right to monitor and investigate any reported violation of these Terms and Conditions of Service, and to take any action that we deem appropriate, including, but not limited to, issuing a warning, enforcing suspension or account termination, or imposing conditional access on the user's account.
- 5.7. By using or accessing or viewing this website you agree to these terms and conditions, including any document that may be incorporated by reference thereto.
- 5.8. You may only use this website and its content in order to view, refer to, or print information for lawful purposes.
- 5.9. The use of this website does not extend to its' source code or to the source code of any software or computer program that forms part of the website.
- 5.10. You are not allowed to republish any information obtained on this website or distribute it in any manner.
- 5.11. Use of this web site is strictly at your sole risk.
- 5.12. JobCrystal may, in its sole discretion, at any time and for any reason and without prior written notice, suspend or terminate: the operation of this website or withdraw any of the content; or your right to use this website.
- 5.13. JobCrystal reserves the right to make amendments to the content and information on this website. You acknowledge that each time you use the website it is your duty to familiarise yourself with any amendments that may have been made since you last used the website.
- 5.14. The use of malicious search technology is prohibited.
- 5.15. The use of search technology in an unlawful manner or for the collecting or harvesting of data for commercial gain is prohibited.

## **6. Transmission of information**

- 6.1. Although we will take every reasonable step to ensure the confidentiality and security of your personal information, we will in no way be held liable for any loss, harm, or damage suffered by you as a result of transmitting sensitive information to us. See our Privacy Policy for more information.

## **7. JobCrystal's intellectual property**

- 7.1. All content on this site, including design, graphics, trademarks, data, software and textual content, remain the property of JobCrystal, and any copyright infringement will be dealt with under the appropriate law.
- 7.2. Unauthorised copying or scraping of any content contained on this site is expressly prohibited.
- 7.3. No user may copy, reproduce, distribute, transmit, repost, publish or otherwise transfer or commercially exploit any information, software, code, design or other content accessed through this website.
- 7.4. Using any computer programme or routine to extract or attempt to extract any part of the content of the site, including user-generated content, is strictly forbidden. In addition, no user may decompile, reverse engineer, or disassemble any part of the site.

## **8. Links to third-party sites**

- 8.1. Any links to other sites or resources are provided merely as a convenience, and the inclusion of any such link should not be taken as an endorsement of the site to which it points.
- 8.2. We are not responsible for the availability or correct functioning of the external sites or resources to which we link.
- 8.3. We have no control over the content of such linked pages or sites, and will not be held liable for any damage, loss or inconvenience suffered as a result of using these sites.
- 8.4. We will not be party to any transaction or contract that you may enter into with a third party as a result of following such a link, and we will not involve ourselves in any dispute that may arise between you and such a third party.

## **9. Risk and limitation of liability**

- 9.1. You make use of this website entirely at your own risk. We will not be held liable for any costs, loss of profits, loss of data or consequential losses arising from or relating to the use of, or inability to use, this website.
- 9.2. We cannot guarantee that the site will always be fully operational and do not accept responsibility for any defects that may exist.
- 9.3. While we take all reasonable precautions to ensure that any downloads we may make available on the site are virus-free, we cannot warrant that such downloads will be virus-free, and will not be held liable for any losses you may incur as a result of downloading material from the site.

## **10. Enforcement of these Terms of Service**

- 10.1. We reserve the right to suspend your access to the site or any part thereof at any time, if we deem your use of the site to be in any way abusive or in breach of these terms.
- 10.2. These Terms of Service will be governed by and construed in accordance with the laws of South Africa, and any dispute arising from them will fall under the jurisdiction of the South African courts.