

JOB JACK TERMS AND CONDITIONS

Last updated: 1 November 2023

1. INTRODUCTION

- 1.1. This website can be accessed at www.jobjack.co.za and/or app.jobjack.co.za and/or 'anything'.jobjack.co.za (the "Website") and is owned and operated by JOB JACK (Pty) Ltd (Registration Nr. 2017/378425/07) ("JOB JACK", "the platform", "we", "us" and "our").
- 1.2. These Terms and Conditions regulate and/or govern, alternatively apply to any and all persons, whether natural or juristic, that access/es, make use of or register on the Website whatsoever.
- 1.3. Without derogating from the generality of the foregoing, these Terms and Conditions govern the contractual relationship between the Parties and Users concerning, but not limited to, the posting of and applying for Jobs on the Website and the accessing of, and registering on the Website.
- 1.4. **By using the Website (as a Jack, a Client or for common browsing purposes) and/or by registering on the Website as a Jack or a Client, whichever may be applicable, you acknowledge that you have read, understand and agree to be bound by these Terms and Conditions.**

2. INTERPRETATION AND DEFINITIONS

- 2.1. Unless the context provides otherwise, words importing –
 - 2.1.1. Any reference to one gender includes all other genders and neuter genders.
 - 2.1.2. Any reference to the singular includes the plural and any reference to the plural includes the singular.
- 2.2. "Appointed", "Appointment" or "Appointment" means a Jack has been notified by means of and/or through and/or via the Website that a Client wishes to offer the Jack a Job and the Jack has accepted that employment offer from the Client;
- 2.3. "Clients" means those potential employers who are Registered Users and who have made a Job Post;
- 2.4. "CPA" means Consumer Protection Act, 68 of 2008;
- 2.5. "Jacks" means those job seekers who are Registered Users and who wish to apply for a Job and/or who have applied for a Job;
- 2.6. "Job" means any job made available and advertised by a Client for which a Jack can apply through the Website and includes Part-Time and Permanent Jobs where the context so provides;
- 2.7. "JOB JACK" means JOB JACK (Pty) Ltd, Registration Nr. 2017/378425/07, a private company with the registered address being Tijgerpark 5, Third Floor, Willie van Schoor Drive, Bellville, 7530;
- 2.8. "Job Post" means a listing on the Website that advertises a Job;
- 2.9. "Part-Time Jobs" means those Jobs that are not Permanent, for which the Jack will work shifts, hours, days or otherwise as directed, indicated or as required by the relevant Client and for which the Jack will be remunerated per hour, per shift, per day, per week or per month or otherwise;
- 2.10. "Performing a Job" means the rendering of services of a Jack to a Client in terms of a Job, subsequent to the Jack being offered a Job by a Client and accepting the terms of the Job so offered;
- 2.11. "Permanent Jobs" means those Jobs for which the Jack will be permanently employed by the Client;
- 2.12. "Personal Information" means personal information as defined in POPI;
- 2.13. "POPI" means the Protection of Personal Information Act, Nr. 4 of 2013;
- 2.14. "Privacy Policy" means the privacy policy as set out in Section E of these Terms and Conditions;
- 2.15. "Registered Users" means those Users who have completed Registration on the Website and includes any Jacks or Clients who have registered on the Website;
- 2.16. "SLA" means the service level agreement that is entered into by and between the Client and JOB JACK;
- 2.17. "Terms and Conditions" means the Terms and Conditions contained in this document and includes references to "the agreement";
- 2.18. "Users" means Clients and Jacks, respectively as the context may indicate and any other user of the Website;
- 2.19. "Website" means the website available at www.jobjack.co.za and/or app.jobjack.co.za and or 'anything'.jobjack.co.za;
- 2.20. "Website Content" means the contents of the Website, including any material, information, data, software, icons, text, graphics, layouts, images, sound clips, advertisements, video clips, trade names, logos, trademarks, designs and service marks which are displayed on or incorporated in this Website;
- 2.21. "You" or "Your" means any person, juristic or natural, accessing, browsing and/or making use of the Website whatsoever and includes Users;
- 2.22. "Your Profile" means the profile created on the Website when registering on the Website and includes the profiles of Jacks and Clients respectively as the context may indicate;

3. NATURE OF SERVICE AND TRANSACTION

- 3.1. The purpose of the Website is to:
 - 3.1.1. connect Jacks, being job seekers, with Clients who seek employees; and
 - 3.1.2. automate the recruitment process for Clients.

3.2. Services

- 3.2.1. The provision of the Website and facilitation of the communications platform between Clients and Jacks are services as defined in section 1 of the CPA and the use of the Website is, therefore, subject to the provisions of the CPA.
- 3.2.2. The Jobs advertised on the Website are jobs offered by the Clients which Jacks can apply for on the Website. These Clients are unrelated parties to JOBJACK and constitute the employer in terms of any employment relationship between a Jack and a Client.
- 3.2.3. It is specifically recorded that neither the Website nor JOBJACK acts as a temporary employment service provider, nor an employer for any purposes related to a Job Post whatsoever.

4. ACCEPTANCE AND APPLICATION OF TERMS AND CONDITIONS

- 4.1. These Terms and Conditions apply to all Users;
- 4.2. **These Terms and Conditions contain provisions that appear in similar text and style to this clause and which**
 - 4.2.1. may limit the risk or liability of JOBJACK; and/or
 - 4.2.2. may create risk or liability for the User; and/or
 - 4.2.3. may create liability for the User to indemnify JOBJACK; and/or
 - 4.2.4. serves as an acknowledgement by the User of a fact.
- 4.3. **Your attention is drawn to these Terms and Conditions because they are important and should be carefully noted.**
- 4.4. If there is any provision in these Terms and Conditions that you do not understand, it is your responsibility to ask JOBJACK to explain it to you before you accept the Terms and Conditions or continue using the Website.
- 4.5. Nothing in these Terms and Conditions is intended or must be understood to unlawfully restrict, limit or avoid any right or obligation, as the case may be, created for either you or JOBJACK in terms of the CPA.
- 4.6. This agreement is binding and enforceable on all persons with access to the Website or any part thereof.
- 4.7. **As stated hereinabove by using the Website (as a Jack, Client or for common browsing purposes) and/or by registering on the Website as a Jack or a Client, whichever may be applicable, you acknowledge that you have read, understand and agree to be bound by these Terms and Conditions.**
- 4.8. If you do not agree to or accept these Terms and Conditions, you are obliged to exit and/or leave the Website immediately, alternatively and should you continue on the Website and/or make use of the Website for any purposes whatsoever, you confirm, acknowledge and agree to be bound by these Terms and Conditions.

SECTION A – USING THE WEBSITE

5. REGISTRATION AND USE OF THE WEBSITE

- 5.1. Only Registered Users may post or apply for Jobs on the Website.
- 5.2. You will need to use your unique username and password to access the Website in order to post or apply for Jobs.
- 5.3. You agree and warrant that your username and password shall:
 - 5.3.1. be used for personal use only; and
 - 5.3.2. not be disclosed by you to any third party.
- 5.4. For security purposes you agree to enter the correct username and password whenever attempting to post or apply for a Job, failing which you will be denied access.
- 5.5. You agree to notify JOBJACK immediately upon becoming aware of or reasonably suspecting any unauthorised access to or use of your username and password and to take necessary steps to mitigate any resultant loss or harm.
- 5.6. **By using the Website, you warrant that you are 15 (fifteen) years of age or older. If you are under the age of 18 (eighteen) or if you are not legally permitted to enter into a binding agreement, then you may use the Website only with the lawful express written consent, involvement and supervision of your parent or legal guardian. If your parent or legal guardian supervises you and provides the necessary legally prescribed consent, then you may be bound to these Terms and Conditions and may be held liable and responsible for your and all your obligations under these Terms and Conditions.**
- 5.7. You agree that you will not in any way use any device, software or other instruments to interfere or attempt to interfere with the proper working of the Website. In addition, you agree that you will not in any way use any robot, spider, other automatic device, or manual process to monitor, copy, distribute or modify the Website or the information contained herein, without the prior written consent from an authorised representative of JOBJACK (such consent is deemed given for standard search engine technology employed by Internet search websites to direct Internet users to this Website).

6. USERNAME AND PASSWORD

- 6.1. You hereby undertake to safely store all passwords required for access to, or use of, this Website and/or Your Profile.

- 6.2. You will be legally bound to any actions on the Website made under Your Profile, irrespective of whether this was made by you.
- 6.3. You hereby indemnify JOBJACK of any damage, loss or liability of whatsoever nature caused by the unauthorised access to this Website and/or Your Profile.

7. CORRECTNESS OF INFORMATION

- 7.1. Any User hereby undertakes to ensure that all information provided to JOBJACK is correct and updated throughout.
- 7.2. JOBJACK will not be liable for any damage, loss or liability of whatsoever nature caused by any misrepresentation made by any User in this regard.
- 7.3. Should any User fail to keep his/her information updated and correct throughout, JOBJACK reserves the right to suspend or remove the User's Profile from the Website.

SECTION B - REGISTERING AS A JACK AND APPLYING FOR A JOB

8. REGISTERING AS A JACK

- 8.1. If you choose to register as a Jack on the Website, you will be required to provide JOBJACK with any and all required information before Your Profile will be activated on the Website.
- 8.2. By registering as a Jack you note that JOBJACK can require additional consent to conducting criminal-, credit-, and other appropriate checks on you, which results may be provided to prospective Clients when applying for a Job.**
- 8.3. Only persons over the age of 15 (fifteen) years will be allowed to register as a Jack and/or apply for Jobs as provided for in these Terms and Conditions.
 - 8.3.1. Any and/or all persons over the age of 15 (fifteen), but under the age of majority of 18 (eighteen), shall not be allowed to apply for any Jobs on the Website whatsoever, without the prior and express written consent of his/her parent and/or legal guardian.
 - 8.3.2. JOBJACK reserves any and all rights to make any enquiries that JOBJACK in its sole and absolute discretion deem necessary to verify and/or confirm the written consent as per clause 8.3.1. above was lawfully obtained and sufficient for these purposes and/or for the purposes of compliance with any relevant or applicable law.

9. APPLYING FOR JOBS

- 9.1. Subject to meeting any requirements (such as completing any verification processes or completing your profile) set by JOBJACK, you can apply for a Job on the Website by following the application process.
- 9.2. Once a Jack has submitted an application for a Job, JOBJACK may notify the Jack about the status of his/her application and further via e-mail, SMS, Push Notification, WhatsApp, telephone call or any alternate communication/s medium JOBJACK may in its sole and absolute discretion elect, whether his/her application was successful. Any and all feedback to Jacks is dependent on feedback obtained from the Client.

10. CLIENTS ARE RESPONSIBLE FOR THE FOLLOWING PERTAINING TO JACKS

- 10.1. Clients are solely responsible and liable to the Jacks pertaining to, but not limited to, the following:
 - 10.1.1. to pay Jacks any and all fees, remuneration, wage/s, compensation, or reimbursements of any nature and relating to any Permanent Jobs and/or Part-Time Jobs;
 - 10.1.2. deducting any tax and other fees from the abovementioned remuneration as obliged by law;
 - 10.1.3. providing Equipment as further described in Clause 21 below; and
 - 10.1.4. providing a part-time or permanent employment agreement.
- 10.2. For clarity, any employment relationship arising and/or which may arise from any Permanent Jobs and/or Part-Time Jobs would be between the Client and the Jack. Without derogating from the generality of the foregoing, JOBJACK will not be liable for any payment due to a Jack in respect of Permanent Jobs and/or Part-Time Jobs whatsoever.

11. EMPLOYMENT AND TAX

- 11.1. It is specifically recorded that JOBJACK is not an employment service and is not an employer in respect of any Job or towards any Jack.
- 11.2. Jacks are in no way affiliated with JOBJACK and is not an employee, representative or agent of JOBJACK in any way.
- 11.3. JOBJACK shall in no manner or form be regarded as a temporary and/or permanent employment service.
- 11.4. JOBJACK will not be liable for any tax or deductions required to be made from payments made to Jacks (whether by JOBJACK or the Client) including, but not limited to, unemployment insurance, payroll or employer's liability.

12. **INJURIES WHILST ON A JOB**

12.1. JOBJACK will not be liable for any injuries a Jack sustains while completing a Job. Any and all liability pertaining to workplace injuries shall be borne by and/or lie with the Client and/or employer.

13. **NO LONGER ABLE TO ATTEND TO A JOB OR INTERVIEW**

13.1. If a Jack is no longer able to attend an interview for which a Jack has been selected, or the Jack is no longer able to attend to a Job for which a Jack has applied and/or for which a Jack has been Appointed by the Client on the Website, the Jack is required to notify JOBJACK and the Client as soon as reasonably possible, irrespective of which job-category the Job falls in.

14. **CLIENT CANCELS JOB**

14.1. If a Client cancels a Job for which a Jack has been Appointed, JOBJACK will notify the Jack within a reasonable time after and only subsequent to the Client cancelling the job on the platform and/or notifying and/or informing JOBJACK (and only in a case where the Client notifies JOBJACK instead of the Jack directly).

14.2. JOBJACK will not be liable to any relevant Jack in any respect and for any losses, damages or expenses of any nature whatsoever resultant from or consequent to any Job/s being cancelled by Clients.

14.3. **In amplification of clause 14.2. above, it is specifically recorded that JOBJACK makes no representations and gives no warranties, whether express or implied, as to the existence of any employment and/or any independent contractor agreement or relationship between a Jack and Client, should the Client Appoint any Jack (as defined in clause 2 above or otherwise) via the website. Any cause of action, claim or dispute in respect of any employment agreement, relationship or the existence of any such relationship shall solely be between the relevant Jack and Client.**

15. **RIGHT TO REMOVE JACK**

15.1. JOBJACK reserves the right to remove and/or block a Jack from the Website should JOBJACK, within its reasonable discretion, deem such removal to be necessary.

15.2. Without limiting the generality of the foregoing clause 15.1. JOBJACK shall be entitled to remove any Jack who breaches these Terms and Conditions and/or should complaints be received from Clients about the relevant Jack.

15.3. **Should JOBJACK, in its sole discretion, decide to remove and/or block the Jack from the Website, JOBJACK will not be liable whatsoever to the Jack for any damages or loss suffered by the Jack in this regard.**

16. **REVIEWS**

16.1. Clients may have the opportunity to review a Jack after the completion of a Job (hereinafter "Reviews").

16.2. JOBJACK may in its sole and absolute discretion elect to review any and all Reviews of a Jack and shall thereafter elect to publish or place any such reviews on the Website.

16.3. Jacks may request that JOBJACK remove a review and provide reasons for such request, which request JOBJACK will assess in its sole discretion. JOBJACK will not be required to remove any review based on a request by a Jack.

17. **COMPLAINTS WHILE PERFORMING A JOB**

17.1. JOBJACK does not take responsibility for and is not liable for any conduct, actions or omissions to act of the Clients or representatives of the Clients whilst a Jack is performing a Job, irrespective of which job category the Job falls in.

17.2. Jacks are encouraged to approach any relevant legal tribunal, forum or competent court with jurisdiction in respect of any dispute/s or cause/s of action arising from any improper conduct or actions of a Client or its representatives whilst a Jack is performing a Job, irrespective of which job-category the Job falls in.

SECTION C – CLIENTS

18. **REGISTERING AS A CLIENT AND POSTING A JOB**

18.1. Any potential employer can register on the Website as a Client.

18.2. When posting a Job on the Website, the Client must provide:

18.2.1. complete and accurate information about the Job (such as description, location, and duration); and,

18.2.2. disclose any restrictions and requirements that apply (such as any minimum age, proficiency in any language, previous experience or special skills required); and

18.2.3. any and all further information that JOBJACK may in its sole and absolute discretion deem necessary pertaining to the relevant Job, before the Job shall be published on the Website.

18.3. The placement and ranking of Jobs in search results on JOBJACK may vary and depend on a variety of factors, including but not limited to search parameters and preferences, job requirements, and the like.

19. **ADDITIONAL INFORMATION ON PROSPECTIVE JACKS**

19.1. If a Jack has applied for a Job, the Client can request that JOBJACK provide additional information (including, but not limited to, credit and criminal history) as per the terms of the SLA entered into between the Client and JOBJACK. Consent will have to be given the Jack, where applicable.

20. **PAYMENT FOR JOBS AND JOBJACK FEES**

20.1. Clients irrevocably agree and confirm to affect payment unto JOBJACK and/or Jacks (as the context may indicate) for Permanent and Part-Time Jobs as more fully set out in the Clients' SLA with JOBJACK.

21. **EQUIPMENT**

- 21.1. Clients are solely responsible for providing the necessary equipment for Jacks to perform a Job ("**Equipment**").
- 21.2. Clients are solely responsible for ensuring that the Equipment used during the performance of a Job is in good working order and conforms to all laws pertaining to safety, equipment, inspection, and operational capability.
- 21.3. Except as otherwise required by law, Clients assume all risk of damage or loss of any nature whatsoever to Equipment in respect of a Job being completed.
- 21.4. The Client further assumes any and all risk and liability resultant from a Jack's conduct relating to and/or the use of any Equipment whilst completing a Job.

22. **JACK FAILS TO REPORT FOR A JOB OR CANCELS BEFOREHAND**

- 22.1. JOBJACK will not be liable in the event of a Jack, after being Appointed by the Client for a Job, not reporting for a Job at the required date and time.
- 22.2. If a Jack cancels his or her availability for a Job after being Appointed, the job will be reposted. JOBJACK will not be liable to ensure that another person is Appointed to perform the Job.
- 22.3. If a Jack cancels or does not report for a Part-Time or Permanent Job, JOBJACK shall not be liable to the Client for any such cancellation and/or failure to report for the Job whatsoever.

23. **RIGHT TO REMOVE CLIENT**

- 23.1. JOBJACK reserves the right to remove and/or block a Client and/or any of its Jobs from the Website should JOBJACK, within its reasonable discretion, deem such removal to be necessary.
- 23.2. Without limiting the generality of the foregoing clause 23.1, JOBJACK shall be entitled to remove any Client who breaches these Terms and Conditions and/or should complaints be received from Jacks about the relevant Client.
- 23.3. **Should JOBJACK, in its sole discretion, decide to remove and/or block the Client from the Website, JOBJACK will not be liable whatsoever to the Client for any refund of any amounts paid by the Client to JOBJACK, damages or loss suffered by the Client in this regard.**

24. **REVIEWS**

- 24.1. Jacks may have the opportunity to review the Client after going for an interview or performing a Job posted by the relevant Client.
- 24.2. JOBJACK shall in its sole and absolute discretion elect whether any such reviews shall be posted and/or published on the Website.
- 24.3. The Client can request that JOBJACK remove a review and provide reasons for such request, which request JOBJACK will assess in its sole discretion. JOBJACK will not be required to remove any review based on a request by a Client.

25. **NO GUARANTEE IN RESPECT OF JACKS**

- 25.1. **It is specifically recorded that JOBJACK does not guarantee (whether expressly or impliedly) any level of skill, competence, experience, or quality of service provided or to be provided by any Jack whatsoever.**
- 25.2. **JOBJACK is not responsible or liable for any damage or loss to the Client's property and/or any economic loss/es or damages of any nature whatsoever resulting from a Jack's conduct and/or omission to act in the course of performing or completing a Job, or otherwise.**
- 25.3. Should the Client be dissatisfied with the services of or work done by the Jack, JOBJACK will not be liable for a refund to the Client for any remuneration, fees or commission/s paid to or through JOBJACK or for any remuneration, fees or commission/s due to JOBJACK.

SECTION D - INDEMNITY, NO WARRANTIES AND WAIVER

26. **DISCLAIMER**

- 26.1. **The use of the Website is entirely at your own risk and you assume full responsibility for any risk or loss resulting from use of the Website or reliance on any information on the Website.**
 - 26.2. Whilst JOBJACK takes reasonable steps to ensure that the content of the Website is accurate and complete, JOBJACK makes no representations and gives no warranties, whether express or implied, as to the quality, timeliness, operation, integrity, availability or functionality of the Website or as to the accuracy, completeness or reliability of any information on the Website.
 - 26.3. JOBJACK further makes no representations and gives no warranties, whether express or implied regarding and/or relating to the quality, timeliness, operation, integrity, availability or functionality of the Jobs advertised on the Website.
 - 26.4. **It is specifically recorded that the Website is provided on an "as-is" basis, without any warranties or guarantees of any nature, whether implied or express, regarding the accuracy of information relating to products, services or Jobs advertised on the Website. This Website is not compiled or provided to meet your individual needs.**
 - 26.5. **It is your sole responsibility to satisfy yourself, before you accept these Terms and Conditions, that the service/s available from and through this Website will meet your individual needs and be compatible with your hardware and/or software.**
 - 26.6. Any views or statements made or expressed on the Website are not necessarily the views of JOBJACK, its directors, employees and/or agents or from a duly authorized representative of JOBJACK.
 - 26.7. **In addition to the disclaimers contained elsewhere in these Terms and Conditions, JOBJACK also gives no warranty or representation, whether express or implied, that the information or files available on the Website are free of viruses, spyware, malware, trojans, destructive materials or any other data or code which is able to corrupt, destroy, compromise, disrupt, disable, harm, jeopardise or otherwise impede in any manner the operation, stability, security functionality or content of your computer system, computer network, hardware or software in any way.**
 - 26.8. **You accept all risk associated with the existence of such viruses, destructive materials or any other data or code which is able to corrupt, compromise, jeopardise, disrupt, disable, harm or otherwise impede in any manner the operation or content of a computer system, computer network, any handset or mobile device, or your hardware or software, save where such risks arise due to the gross negligence or wilful misconduct of JOBJACK, its employees, agents or authorised representatives.**
 - 26.9. **JOBJACK disclaims all liability for any damage, loss or liability of any nature whatsoever arising out of or in connection with your access to or use of the Website, unless provided for in law.**
27. **LIMITATION OF LIABILITY AND INDEMNITY**
- 27.1. **NEITHER JOBJACK NOR ANY OF ITS REPRESENTATIVES, MEMBERS, EMPLOYEES, OFFICERS, AGENTS, CONSULTANTS, SERVICE PROVIDERS OR SUB-CONTRACTORS (HEREINAFTER "THE INDEMNIFIED PARTIES") WILL BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL OR CONSEQUENTIAL LOSS OR DAMAGE OF WHATSOEVER NATURE SUFFERED BY YOU OR ANY THIRD PARTY, UNLESS OTHERWISE PROVIDED BY LAW, THAT IS A CONSEQUENCE OF:**
 - 27.1.1. YOUR ACCESS TO OR USE OF THIS WEBSITE;
 - 27.1.2. YOUR POSTING, APPLYING OR APPOINTMENT FOR A JOB LISTED ON THE WEBSITE;
 - 27.1.3. THE UNAVAILABILITY OF ANY OF THE SERVICES OR JOBS PROVIDED ON THE WEBSITE;
 - 27.1.4. ANY USER'S INABILITY TO GAIN ACCESS TO OR USE THIS WEBSITE OR ANY OF THE SERVICES OR JOBS PROVIDED ON THE WEBSITE;
 - 27.1.5. THE USE OF HYPERLINKS ON THE WEBSITE OR THE USE OF ANY WEBSITE FROM WHERE YOU HYPERLINK TO OR FROM THE WEBSITE;
 - 27.1.6. THE VIOLATION OF ANY OF THESE TERMS AND CONDITIONS OR ANY OTHER LAW, REGULATION OR RULE BY YOU, A JACK OR CLIENT, AS THE CASE MAY BE;
 - 27.1.7. THE PRESENTATION OR TRANSFER OF INFORMATION OR CONTENT ON OR THROUGH THE WEBSITE BY YOU;
 - 27.1.8. THE INFORMATION OR CONTENT PROVIDED BY YOU WHICH IS A VIOLATION OF ANY LAW OR THIRD PARTY'S RIGHTS (WHICH INCLUDES, BUT IS NOT LIMITED TO, DEFAMATION, VIOLATION OF PRIVACY, BREACH OF TRUST OR INFRINGEMENT OF COPYRIGHT OR ANY OTHER INTELLECTUAL PROPERTY); OR,
 - 27.1.9. YOUR ENGAGEMENT IN AND/OR INJURY SUSTAINED IN THE COURSE OF COMPLETING A JOB ADVERTISED ON THE WEBSITE.
 - 27.2. You hereby indemnify the Indemnified Parties of any loss, damage, liability, claims, and cost of whatsoever nature suffered by you and/or third parties which was caused by or related to 27.1.1 to 27.1.9 above.
 - 27.3. **JOBJACK will not be liable for any inaccurate information published on the Website, save where such liability arises from the gross negligence or wilful misconduct of JOBJACK, its employees, agents or authorised representatives, and:**
 - 27.3.1. **Should you note any errors and/or possible malfunctions on the Website you are obliged to report such errors and/or malfunctions to JOBJACK by way of email to admin@JOB JACK.co.za; and**
 - 27.3.2. **You shall afford JOBJACK 7 (seven) business days written notice to remedy any such errors and/or possible malfunctions.**

- 27.4. If, notwithstanding the provisions of these Terms and Conditions, JOBJACK is found to be liable to a User for any amount, howsoever arising, then:
- 27.4.1. In no event shall JOBJACK's aggregate liability exceed the amounts paid by the User to JOBJACK in the 6 (six) month period immediately preceding the date of the first event or instance from which such liability arose, and
- 27.4.2. No action and/or legal proceedings shall be instituted prior to you affording JOBJACK with 7 (seven) business days written notice to remedy any alleged cause of action.

SECTION E - PRIVACY POLICY

28. POPI COMPLIANCY

- 28.1. JOBJACK undertakes to comply with the provisions, duties, and obligations as set out in POPI and applicable code/s of conduct and regulations published pursuant thereto and in respect of the lawful processing, retention and/or destruction of Personal Information.
- 28.2. Without derogating from the generality of the foregoing, JOBJACK undertakes to take the necessary security measures and precautions in protecting any User's Personal Information and maintaining and safeguarding the integrity and confidentiality of said Personal Information as prescribed in POPI and/or any applicable law/s.

29. GENERAL PRIVACY POLICY

- 29.1. JOBJACK respects your privacy and will take all reasonable measures to protect it, as more fully set out below.
- 29.2. Should you decide to register on the Website, JOBJACK may require you to provide it with, and you expressly agree and consent that JOBJACK may collect and store, Personal Information which includes but is not limited to your full names and surname, your identity number, your email address, a password and your payment and/or banking details.
- 29.3. You may choose to provide additional personal information to us, in which event you agree to provide accurate and current information, and not to impersonate or misrepresent any person or entity or falsely state or otherwise misrepresent your affiliation with anyone or anything.
- 29.4. Subject to clause 29.9 below, we will not, without your express consent:
- 29.4.1. use your Personal Information for any purpose other than:
- 29.4.1.1. in relation to the posting of or application for a Job;
- 29.4.1.2. to contact you regarding current or new Jobs or any other services offered by JOBJACK (unless you have opted out, objected to and/or withdrawn consent in respect of receiving marketing material from JOBJACK);
- 29.4.1.3. to inform you of new features, special offers, and promotions offered by JOBJACK (unless you have opted out, objected to and/or withdrawn consent in respect of receiving marketing material from JOBJACK);
- 29.4.1.4. to improve your experience on the Website by, inter alia, monitoring statistical non-personal browsing habits; and
- 29.4.1.5. improving our product offering by using your information for internal research purposes; or
- 29.4.2. disclose your Personal Information to any third party other than to JOBJACK's employees and/or third-party service providers who assist us to interact with you via the Website, email or any other method for the booking of Jobs etc, and thus need to know your Personal Information in order to assist it to communicate with you properly and efficiently.
- 29.5. JOBJACK shall not process the Personal Information of any and all persons over the age of 15 (fifteen), but under the age of majority, being 18 (eighteen), without the necessary and legally prescribed consent;
- 29.6. It is specifically recorded that you expressly consent to JOBJACK providing and/or disclosing the necessary information to a relevant Client and/or third party grant funder/s as provided on the Website and/or your Profile and in terms of these Terms and Conditions. Such information includes, but is not limited to, your full name and surname, contact details, and e-mail address.
- 29.7. **It is further specifically recorded that any Client receiving such necessary information shall solely utilize, peruse and/or consider such information for the purposes of electing, selecting or Appointing a Jack for a Job only, and shall not utilize, use and/or disclose such personal information contrary to the provisions of POPI and these Terms and Conditions. JOBJACK reserves the right to institute legal proceedings against any Client who fails and/or refuses and/or neglects to comply with this clause 29.**
- 29.8. Any review you write about the Website, a Jack or a Client on the Website can, at JOBJACK's discretion, be displayed to the public.
- 29.9. JOBJACK is entitled to use or disclose your Personal Information if such use or disclosure is required in order to comply with any applicable law, an order of court or legal process served on it, or to protect and defend its rights or property.
- 29.10. JOBJACK will ensure that all of its employees, third party service providers, third party grant funder/s, divisions and partners (including its employees and third-party service providers) having access to your Personal Information are bound by appropriate and legally binding confidentiality and non-use obligations (save as

permitted herein) in relation to your Personal Information and will deal with your Personal Information in accordance with the requirements as set out in the POPI.

- 29.11. JOBJACK will -
 - 29.11.1. treat your Personal Information as strictly confidential;
 - 29.11.2. take appropriate technical and organisational measures to ensure that your Personal Information is kept secure and is protected against unauthorised or unlawful processing, accidental loss, destruction or damage, alteration, disclosure or access;
 - 29.11.3. provide you with access to your Personal Information to view and/or update personal details;
 - 29.11.4. promptly notify you if it becomes aware of any unauthorised use, disclosure or processing of your Personal Information;
 - 29.11.5. provide you with reasonable evidence of its compliance with its obligations under this policy on reasonable notice and request;
 - 29.11.6. upon your request, promptly return or destroy any and all of your Personal Information in its possession or control; and
 - 29.11.7. not retain your Personal Information longer than the period for which it was originally required, unless it is required by law to do so, or you consent to it retaining such information for a longer period.
- 29.12. **JOBJACK undertakes not to sell or make your Personal Information available to any third party other than as provided for in POPI and in this Privacy Policy unless JOBJACK is compelled to do so by law or any court order. In particular, in the event of a fraudulent payment, JOBJACK reserves the right to disclose relevant Personal Information for criminal investigation purposes or in line with any other legal obligation for disclosure of the Personal Information which may be required of it.**
- 29.13. **Whilst JOBJACK will do all things reasonably necessary to protect your right to privacy, it cannot guarantee or accept any liability whatsoever for unauthorised or unlawful disclosures of your Personal Information, whilst in its possession, made by third parties who are not subject to its control, unless such disclosure is as a result of JOBJACK's gross negligence.**
- 29.14. **IF YOU DISCLOSE YOUR PERSONAL INFORMATION TO A THIRD PARTY, SUCH AS AN ENTITY WHICH OPERATES A WEBSITE LINKED TO THIS WEBSITE OR ANYONE OTHER THAN JOBJACK, JOBJACK WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE, HOWSOEVER ARISING, SUFFERED BY YOU AS A RESULT OF THE DISCLOSURE OF SUCH INFORMATION TO THE THIRD PARTY. THIS IS BECAUSE JOBJACK DOES NOT REGULATE OR CONTROL HOW THAT THIRD PARTY USES YOUR PERSONAL INFORMATION.**
- 29.15. JOBJACK is entitled to disclose Personal Information to its subsidiaries and/or affiliates and those providers approached by JOBJACK to process data on behalf of JOBJACK. JOBJACK can also be merged with or purchased by another entity. In such a case, JOBJACK is entitled to share some or all of your Personal Information with such entity (which may not use this information in any other way than for the purposes set out in JOBJACK's Privacy Policy). JOBJACK will not be liable for any loss or damage of any kind arising from the unintended use of any information provided to such an entity.
- 29.16. By using this Website and communicating electronically with JOBJACK, you consent to JOBJACK sharing and processing your Personal Information in the manner as set out in this clause 29.

30. TRACKING

- 30.1. The Website makes use of "cookies" to automatically collect information and data through the standard operation of the Internet servers. "**Cookies**" are small text files a website can use (and which JOBJACK may use) to recognise repeat users, facilitate the user's ongoing access to and use of a website and allow a website to track usage behaviour and compile aggregate data that will allow the website operator to improve the functionality of the Website and its content.
- 30.2. The type of information collected by cookies is not used to personally identify you.
- 30.3. If you do not want information collected through the use of cookies, there is a simple procedure in most browsers that allow you to deny or accept the cookie feature. Please note that cookies may be necessary to provide you with certain features available on the Website, and thus if you disable the cookies on your browser you may not be able to use those features, and your access to the Website will, therefore, be limited. **If you do accept a "cookie", you thereby consent to JOBJACK's use of any Personal Information collected by it using that cookie subject to the provisions of this Privacy Policy.**
- 30.4. JOBJACK retains the right to:
 - 30.4.1. monitor and analyse your actions on the Website by making use of third-party tools, which includes but is not limited to Google Analytics and Google AdWords. Any such use of third-party tools is made with the trust that your Personal Information will be properly protected; and
 - 30.4.2. collect your IP information. When you use the Website, JOBJACK collects your IP address. This address identified your internet service provider but does not identify you as an individual. JOBJACK can also collect your domain name address, the type of website software you use and the type of operating system you use. This information is used to improve user experience and for general statistical purposes. JOBJACK owns and reserves all rights to non-personal statistical information which is collected and compiled by JOBJACK.

31. ELECTRONIC COMMUNICATIONS

- 31.1. When you register on the Website or send emails to JOBJACK, you consent to receive communications from JOBJACK electronically in accordance with our Privacy Policy as set out above.
- 31.2. Should you wish to stop receiving electronic communications from JOBJACK, you can unsubscribe by clicking on the unsubscribe provided. By clicking this link you will automatically be removed from our e-mail communication databases.

32. **APPLICATION OF PRIVACY POLICY**

- 32.1. This Privacy Policy is applicable to JOBJACK and as set out in these Terms and Conditions. It is further specifically recorded that this Privacy Policy shall be applicable to any service level agreement entered into between JOBJACK and any Client. The Website might contain links to third party websites which is not under the control of JOBJACK and which is not subject to this Privacy Policy. It is your responsibility to acquaint yourself with and verify the privacy policy of such websites and JOBJACK will not be liable for the breach of any such privacy policy by such websites whatsoever. JOBJACK is not responsible for the content of the privacy and security policies and measures of third party websites.

33. **ACCESS, ACCURACY AND AMENDMENT OF INFORMATION**

- 33.1. You will at all times have access to your Personal Information and will have the option to correct, complete or object to any information that is not accurate. Should any information be found to be incorrect or incomplete, JOBJACK will ensure that this information is corrected or completed as soon as possible,
- 33.2. Reasonable steps will be taken to confirm your identity before access is given to your Personal Information.
- 33.3. If you notify JOBJACK that you wish for your Personal Information to be deleted from JOBJACK's records, JOBJACK will ensure (with notice to you) that it is done as soon as possible under the circumstances.

SECTION F - GENERAL TERMS AND CONDITIONS

34. **USER UNDERTAKINGS**

- 34.1. No User may contact or engage with another User directly in respect of a Job posted on the Website, other than through the Website or JOBJACK.
- 34.2. Failure to adhere to this provision may result in Your Profile being removed from the Website.

35. **INTELLECTUAL PROPERTY, OWNERSHIP AND COPYRIGHT**

- 35.1. The Website Content is protected by law, including but not limited to copyright and trademark law. The Website Content is the property of JOBJACK, its advertisers and/or sponsors and/or is licensed to JOBJACK.
- 35.2. You will not acquire any right, title or interest in or to the Website or the Website Content by using or registering on the Website.
- 35.3. Where any of the Website Content has been licensed to JOBJACK or belongs to any third party, your rights of use will also be subject to any terms and conditions which that licensor or third party imposes from time to time and you agree to comply with such third-party terms and conditions.
- 35.4. This Website contains content which is owned by or licensed to JOBJACK. This content includes, but is not limited to, the design, layout, appearance, and graphics, and may be subject to copyright and/or other design or intellectual property rights. You and any User may not copy, duplicate or use such information unless agreed with JOBJACK and/or the right-holder or, in so far as such use happens when using the Website.
- 35.5. You may not in any way display, publish, copy, print, post or otherwise use any information and/or content from the Website and/or the information contained therein without the express prior written consent of an authorised representative of JOBJACK.
- 35.6. You and any User may not amend, copy, use, reverse engineer or disassemble the source code of the Website.

36. **USE OF HYPERLINKS**

- 36.1. This Website may contain links (hyperlinks) or references to other websites ("**Third-Party Websites**") which are outside of our control, including those of advertisers. These Terms and Conditions do not apply to those Third-Party Websites and JOBJACK is not responsible for the practices and/or privacy policies of those Third-Party Websites or the "cookies" that those sites may use.
- 36.2. Where we provide a link to a Third-Party Website, we do so with the understanding that such website contains or may contain information that is relevant to JOBJACK. By linking to Third Party Websites, we do not create or have an affiliation with or sponsor such websites. The inclusion of links of this nature does not indicate that JOBJACK has reviewed such website's content, products or services. The inclusion of such links within our Website does not constitute any endorsement, guarantee, warranty, or recommendation of such Third-Party Website and does not imply that JOBJACK associates or supports the content, products or services on such website.
- 36.3. **Notwithstanding the fact that the Website may refer to or provide links to Third Party Websites, your use of such Third-Party Websites is entirely at your own risk and you agree and confirm that JOBJACK shall not be held responsible or liable for any loss, expense, claim or damage, whether direct, indirect or**

consequential, arising from your use of such Third-Party Websites or your reliance on any information contained thereon.

- 36.4. No User of the Website may establish a hyperlink, frame, metatag or similar reference, whether electronically or otherwise (collectively "linking") to the Website or any of the Website's subsidiary pages, unless such User has obtained prior written consent from a duly authorized representative of JOBJACK, which consent may be withheld or provided on such terms and conditions that shall be in the sole and absolute discretion of JOBJACK.
- 36.5. The Website or any part thereof may not be framed, deep linked or mirrored without the prior obtained written consent of JOBJACK.
- 36.6. Any comments, reviews or message boards made by Users and reflected, contained or published on the Website do not necessarily represent the views of JOBJACK whatsoever and JOBJACK shall not be held liable for the contents thereof.

37. REVIEWS

- 37.1. Clients and Jacks may have the opportunity to leave a public review ("**Review**") and submit a star rating ("**Rating**") about the other, as provided for in clauses 16 and 24 of these Terms and Conditions.
- 37.2. Ratings and/or Reviews reflect the opinions of individual Users and do not reflect the opinion of JOBJACK. Ratings and Reviews are not verified by JOBJACK for accuracy and may be incorrect or misleading.
- 37.3. Ratings and Reviews by Users must be accurate and may not contain any offensive or defamatory language.
- 37.4. You are prohibited from manipulating the Ratings and Reviews system in any manner, such as instructing or manipulating a User to write a positive Review about you.
- 37.5. Ratings and Reviews are part of a User's public profile and may also be surfaced elsewhere on JOBJACK, together with other relevant information.
- 37.6. By submitting to contributing to a Review, you grant JOBJACK an unlimited, global, non-exclusive, irrevocable, perpetual, copyright-free, fully paid-up, right to use, make, reproduce, display, publish, upload, mail, to change and/or create derivative works therefrom, to transfer, distribute, to sell or offer for sale, sub-license and to authorise a third party to do the above.
- 37.7. You represent and warrant that you have sufficient rights in that content or information forming part of the Review to grant the above rights and licenses. In addition, you choose to waive any credentials to the content you submit.
- 37.8. In addition, by uploading, submitting or otherwise making available any content in a review on the Website, you grant JOBJACK the right to display your username and/or full name with any part of the review anywhere on the Website.

38. AVAILABILITY, ACCESS AND TERMINATION

- 38.1. JOBJACK does not represent that its Website will be available at all times or at any specific time.
- 38.2. JOBJACK will use all reasonable endeavours to maintain the availability of the Website, except during scheduled maintenance periods. JOBJACK, however, reserves the right to remove this Website or any parts of this Website in whole or in part without notice.
- 38.3. **JOBJACK may in its sole discretion terminate, suspend and modify the Website, with or without notice to you.**
- 38.4. **You agree that JOBJACK will not be liable to you in the event that it chooses to suspend, modify or terminate the Website, but to the extent possible JOBJACK shall:**
 - 38.4.1. **If a Jack is offered a Job (whether Permanent or Part-Time) JOBJACK shall attempt to facilitate necessary correspondence between the Jack and the Client as may be required from time to time; and**
 - 38.4.2. **Attempt to process any requests for interviews made by Client and prior to such time and to the extent possible.**
- 38.5. If you fail to comply with your obligations under these Terms and Conditions, including any incident involving payment of any due Commission's and/or applicable Fee/s, and you fail to remedy such failure within 7 (seven) calendar days of notice to you by JOBJACK, this may (in our sole discretion) lead to a suspension of your access to the Website without any prejudice to any claims for damages or otherwise that JOBJACK may have against you.

39. NOTICES

- 39.1. JOBJACK hereby selects, Tijgerpark 5, Third Floor, Willie van Schoor Drive, Bellville, 7530 as its address for the service of all formal notices and legal processes in connection with these Terms and Conditions ("**nominated address**"). JOBJACK may change this address from time to time by updating these Terms and Conditions.
- 39.2. You hereby select the residential address, e-mail and/or cellphone number specified for Your Profile as the address at which to receive any formal notice or legal processes in connection with these Terms and Conditions (your "*domicilium citandi et executandi*").
- 39.3. Notices must be sent either by hand or email and must be in English. All notices sent -
 - 39.3.1. by hand will be deemed to have been received on the date of delivery;
 - 39.3.2. by email will be deemed to have been received at 9h00 on the date following the date on which the e-mail has been sent, provided that no failure of delivery report was received by the sender following the sending of the e-mail

40. **CHANGES TO THESE TERMS AND CONDITIONS**

- 40.1. JOBJACK may, in its sole discretion, change any of these Terms and Conditions at any time. It is the User's responsibility to regularly check these Terms and Conditions and make sure that the User acquaints himself/herself and is satisfied with any and all changes thereto. Should any User not be satisfied, alternatively not agree to the Terms and Conditions, the User shall by his/her use either expressly or tacitly confirm and agree to the Terms and Conditions and to be bound thereby.
- 40.2. Any changes as provided for in 40.1. above will only apply to any User's use of this Website after the change is displayed on the Website. If a User makes use of the Website after such amended Terms and Conditions have been displayed on the Website, you will be deemed to have accepted such changes.
- 40.3. The last update to these Terms and Conditions was made **1 November 2023**.

41. **GOVERNING LAW AND JURISDICTION**

- 41.1. These Terms and Conditions and/or any dispute arising from or in connection with these Terms and Conditions shall be governed and interpreted in accordance with the laws of the Republic of South Africa.
- 41.2. Any User's continued use of the Website will constitute such User's consent and submission to the jurisdiction of the South African courts regarding all proceedings, transactions, applications or the like instituted by either party against the other, arising from any of these Terms and Conditions.
- 41.3. Nothing in this clause 41 or the Terms and Conditions limit your right to approach any court, tribunal or forum of competent jurisdiction in terms of the CPA.

42. **LEGAL COSTS**

- 42.1. JOBJACK will not be liable for any cost incurred by any User for professional advice regarding these Terms and Conditions.
- 42.2. Should JOBJACK instruct its attorneys to collect any overdue amounts, or to take any action against any User in the implementation, protection and/or enforcement of JOBJACK's rights under these Terms and Conditions or otherwise, JOBJACK shall be entitled to the recovery of any and all legal or collection costs arising therefrom, on the scale as attorney and own client, including the costs of counsel (if applicable).

43. **JOBJACK INFORMATION**

For the purposes of the Electronic Communications and Transactions Act, Nr. 25 of 2002, JOBJACK's information is as follows, which should be read in conjunction with its service descriptions and other terms and conditions contained on the Website:

- 43.1. Full name: JOBJACK (Pty) Ltd, a private company registered in South Africa with registration number 2017/378425/07
- 43.2. Main business: Online platform
- 43.3. Physical address for receipt of legal service (also postal and street address): Tijgerpark 5, Third Floor, Willie van Schoor Drive, Bellville, 7530
- 43.4. Office bearers: Heine Philip Bellingan and Christiaan Theron van den Berg
- 43.5. Phone number: 081 539 4436
- 43.6. Official email address: admin@JOBjack.co.za

44. **GENERAL**

- 44.1. JOBJACK reserves the right to investigate complaints or reported violations of these Terms and Conditions and to take any action it deems appropriate, including but not limited to cancelling Your Profile, reporting any suspected unlawful activity to law enforcement officials, regulators, or other third parties and disclosing any information necessary or appropriate to such persons or entities relating to Your Profile, email addresses, usage history, posted materials, IP addresses and traffic information, as allowed under our Privacy Policy and/or any applicable law or court order.
- 44.2. Any electronic signature lawfully recognized in terms of the provisions of the Electronic Communications and Transactions Act, 25 of 2002, shall be recognized, sufficient and accepted as a "signature" for the purposes of this agreement and any SLA.
- 44.3. You may not cede, assign or otherwise transfer your rights and obligations in terms of these Terms and Conditions to any third party.
- 44.4. Any failure on the part of you or JOBJACK to enforce any right in terms hereof shall not constitute a waiver, nor a novation of that right.
- 44.5. If any term or condition contained herein is declared invalid, the remaining terms and conditions will remain in full force and effect.
- 44.6. No variation, addition, deletion, or agreed cancellation of the Terms and Conditions will be of any force or effect unless it is reduced to writing and accepted by or on behalf of the parties hereto.
- 44.7. No indulgence, extension of time, relaxation or latitude which any party (the "grantor") may show grant or allow to the other (the "grantee") shall constitute a waiver by the grantor of any of the grantor's rights and the grantor shall not thereby be prejudiced or stopped from exercising any of its rights against the grantee which may have arisen in the past or which might arise in the future.

- 44.8. These Terms and Conditions contain the whole agreement between you and/or any User of the Website and JOBJACK and no other warranty or undertaking is valid unless contained in this document between the parties.
- 44.9. If any provision or part of a provision in these terms is held to be invalid, void, or unenforceable, such provision (or the part of it that is making it invalid, void or unenforceable) will be struck, severed from and not affect the validity of and enforceability of the remaining provisions, which shall remain in full force and effect unless found otherwise by a competent court order.