

## JOB SEEKER: TERMS OF SERVICE

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### INTRODUCTION

Please read the following Terms of Service (“Agreement”/“Terms”) carefully before utilising the Ejobi Platform (“Platform”). All actions taken on the Platform are subject to this Agreement. Your use of the Platform indicates that You (“the User”) have understood and agree to be bound by the terms of this Agreement. Ejobi’s Privacy Policy (JOBS202107001) is incorporated by reference into this Agreement and is subject to this Agreement.

If You do not agree to the terms of this Agreement, please do not use the Platform. If You wish to register as a User to make use of the Platform, You must read this Agreement and indicate Your acceptance during the registration process. Note, however, that this Agreement applies to Your access and use of the Platform once You register an account as a User.

If You are a Recruiter, the Terms of this Agreement are to be read with the terms of the Recruiters Agreement (REC2021070001) which is incorporated by reference into this Agreement. Where applicable, this Agreement is subject to the terms of the Recruiters Agreement.

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### 1. DEFINITIONS

In this Policy the following definitions apply:

- “**CV**” shall mean the curriculum vitae of a Job Seeker;
- “**Data**” shall mean personal information, stored, collected, collated, accessed or processed by Ejobi on behalf of Job Seekers and supplied to Employers and Recruiters on the Platform;
- “**Documentation**” shall mean all forms, information and Data collected from Users who wish to host their information and Data on the Platform for the purposes of utilising the Ejobi Services;
- “**Ejobi Database**” shall mean the Job Seekers’ Data collected, collated and hosted by Ejobi on the Platform and made available only to the Recruiter as an Optional Service;
- [www.ejobi.com](http://www.ejobi.com)
- “**Ejobi Services**” shall mean collectively all services offered by Ejobi to Users, including the Core Services, the Premium Optional Services and the Job Seekers Services as the context so provides;
- “**Employer**” shall mean the juristic or natural person who provides temporary or permanent employment to a Job Seeker;
- “**Intellectual Property Rights**” shall mean copyrights, all rights conferred under statute, common law or equity in relation to all inventions (including patents), registered and unregistered trademarks, registered and unregistered designs, circuit, layouts, trade secrets, and confidential information, and all other rights resulting from intellectual activity in the industrial, scientific, literary or artistic fields, including all rights to apply for any of the above;
- “**Jobi Bot**” shall mean the proprietary tool developed by Ejobi and hosted on the Platform and which assists Job Seekers in drafting a compiling a CV;

- “**Core Services**” shall mean the core services offered by Ejobbi and made available by default to Recruiters of either the Monthly Plan Option or Starter Package and includes 1GB of online portal storage, reports, access to a personal database and advertising services. Core Services do not include the Optional Services;
- “**Job Seeker**” shall mean the natural persons who subscribe to the Platform through the Website on invitation by Ejobbi or any other party, or of their own accord, in order to increase their employment prospects;
- “**Job Seeker Services**” shall mean the services offered by Ejobbi and made available to the Job Seeker upon registration to the Platform and includes hosting of the Job Seeker’s CV, assisting in the creation of a CV, matching the Job Seeker with prospective employers, connecting the Job Seeker with other Recruiter services and facilitating the sharing of the Job Seeker’s CV through SMS and USSD services;
- “**Premium Optional Services**” shall mean all additional services offerings for Job seekers not included as part of Ejobbi’s Core Services and can be purchased separately on an as-needed basis and includes Sending CV via SMS and Access to CV bot services.
- “**Personal Information**” shall mean any information relating to an identified or identifiable natural person (“data subject”); an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person;
- “**Platform**” shall mean the online platform through which all of Ejobbi’s Services are provided to Users – which is accessible through the Website at [www.ejobbi.com](http://www.ejobbi.com)
- “**Recruiter**” shall mean the juristic or natural person who subscribes to the Platform under the terms and conditions of the Recruiter’s Agreement and who provides a service which seeks to connect Employers and Job Seekers;
- “**Recruiter’s Agreement**” shall mean the terms and conditions contained in the agreement linked ((REC2021070001)) applicable to Recruiters use of the Platform;
- “**Recruiters Database**” shall mean the service provided to the Recruiter on which the Recruiter can store the Data of a Job Seeker that the Recruiter has invited to sign up to the Platform;
- “**SMS**” shall refer to the abbreviation of Short Message Service which is a service component of most mobile telephone devices and allows for devices to exchange short text messages through standard communication protocols;
- “**User/s**” shall refer to the Recruiter and the Job Seeker Collectively;
- “**USSD**” shall refer to the abbreviation of Unstructured Supplementary Service Data, which is a communications protocol that allows mobile telephones to communicate with mobile network operator’s computers;
- “**Value-added Tax**” (VAT) shall mean the local consumptions tax charged or levied at national level, that is placed on a product or service whenever value is added at a stage of production and at final sale;
- “**Website**” shall mean the Ejobbi website accessible at [www.ejobbi.com](http://www.ejobbi.com) which hosts the Platform and facilitates access to the Ejobbi Services.
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## 2. REGISTRATION AND CREATION OF A USER ACCOUNT FOR JOB SEEKERS

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- 2.1. In order to register as a Job Seeker on the Platform, You will be required to navigate to the Job Seeker tab on the Website. In order to register an account, You will have to provide the following information:
  - 2.1.1. Your first name
  - 2.1.2. Your last name;
  - 2.1.3. Your mobile telephone number;
  - 2.1.4. A password that you create
- 2.2. Upon completion of the registration process and acceptance of these Terms, You will receive a one-time-pin (“OTP”) to verify your login credentials and complete the registration process.
- 2.3. You are responsible for providing information in the online form that is true, accurate, current and complete at all times. Information found to be false and misleading may result in the suspending or termination of Your account and a refusal for all current and future Use of the Platform.

## 3. LICENSE FEES

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- 3.1. The Website services that is cloud storage and registration are provided to Job Seekers free of charge. The Job alerts and notification SMS send to the Job seekers are free services
- 3.2. Recruiters are liable for a license fee in terms of the Recruiters Agreement.

## 4. PREMIUM OPTIONAL SERVICES – Pay-As-You-Use

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Ejobi offer the users with the following premium services:

- 4.1. Emailing CVs via SMS is a premium service. You agree to pay the cost of R1.50 per SMS request for emailing a CV via SMS to prospective employers and recruiters. You will be charged R1.50 for any opt-in sent to our system. You are required to ensure he/she follows the correct instructions to SMS CV. This is a premium SMS service and premium rates apply. Free SMSes do not apply
- 4.2. When a you replies a job alert and notification, standard SMS rate fee will be charged.

## 5. PERMITTED USE OF THE PLATFORM

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- 5.1. Ejobi makes use of a proprietary Platform which is accessible on the Website to registered Users. The Platform hosts Job Seekers Services, Core Services and Premium Optional Services which connect Recruiters and Employers with qualified Job Seekers and facilitates a means of communication and exchange of documents between the Recruiters and Job Seekers.
- 5.2. From time to time Ejobi will add additional features and functionality to the Website and the Platform which may include the addition or removal of Services.
- 5.3. Where additional functionalities or features are added to the Website and Platform, Ejobi does not warrant that the additional functions or features so added will be error or bug free. Where You encounter an issue with new functions or features, You should report them to the Ejobi help desk via email at [admin@ejooi.co.za](mailto:admin@ejooi.co.za).

## 6. USE OF THE EJOobi SERVICES FOR JOB SEEKERS

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- 6.1. Upon registering an account on the Platform the Job Seeker is granted access to the following Ejobi Services:
  - 6.1.1. Hosting of a CVs on the Platform this is a free services;
  - 6.1.2. Using the “Jobi Bot” to assist in the creation of a CV for the Job Seeker this is a premium services;
  - 6.1.3. Sending CVs to prospective Recruiters through Ejobi’s SMS and USSD system which the Platform uses to convert the Job Seeker’s message into an email, these are premium services;
  - 6.1.4. Receiving and browsing employment prospects which are matched to the Job Seeker using Ejobi’s proprietary matching algorithm this is free service.
  - 6.1.5. Receiving an viewing job advertisements distributed on the Platform by Recruiters this is a free services.

## 7. USE OF THE EJOobi SERVICES FOR RECRUITERS

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Job seeker grant recruiters on Ejobi platform to do the following:

- 7.1. Job seeker grant recruiters on Ejobi platform to do the following:
  - 7.1.1. Access to Ejobi storage database to access job seeker CVs and information;
  - 7.1.2. Utilisation reports;
  - 7.1.3. Access to the job seeker’s Data and database;
  - 7.1.4. Access to send job adverts to job seeker via SMS and WhatsApp;
  - 7.1.5. Access to the Ejobi help desk which can be contacted at [admin@ejooi.co.za](mailto:admin@ejooi.co.za) or by landline on (+27) 01 285 0834

- 7.2. Recruiters who purchase access to the Optional Services are granted access to the following by the Job seeker:
  - 7.2.1. SMS communications services to contact Job Seekers directly via SMS;
  - 7.2.2. WhatsApp communications services to contact Job Seekers directly via WhatsApp;
  - 7.2.3. AI Matching credits which grants the Recruiter access to the Ejobi proprietary matching algorithm to match appropriate Job Seekers with a job post;
  - 7.2.4. Bot pre-screening credits which grant the Recruiter the ability to send questions to a Job Seeker in order to screen the Job Seeker prior to direct communication;
- 7.3. A full description of both the Core Services and Optional Services are set out in the Recruiter's Agreement.

## 8. APPLICABLE RESTRICTIONS

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- 8.1. Both the Recruiter and the Job Seeker shall refrain from the following when registering an account on the Platform:
  - 8.1.1. selecting or using a name or e-mail address of another person with the intent to impersonate that person;
  - 8.1.2. using a user name or e-mail address subject to the rights of any person without authorisation;
  - 8.1.3. using a name in violation of the intellectual property rights of any person; or
  - 8.1.4. using a name that We, in Our sole discretion, deem inappropriate or offensive.
- 8.2. Upon registration of an account, You shall create Your password. You undertake not to disclose Your logon credentials to any third-party so as to ensure the security of the account. Security of the account is Your responsibility and We disclaim all liability with regard thereto. You are responsible for all activities (whether by Yourself or by others) that occur under the account. We may require You to change the logon credentials at various times and You agree that You will comply with such requests. You will notify Us immediately of any unauthorised use of the account or any other breach of security. We assume no liability for any loss or damage arising from any unauthorised use of Your password or account by a third-party.
- 8.3. In the event of the security of Your account being compromised, We reserve the right to suspend the processing of any communications and will immediately deactivate Your logon credentials. You shall refrain from using the Website or the Platform until communications are received from Us.
- 8.4. You agree that You shall refrain from registering and creating accounts using "bots" or other automated means.
- 8.5. Technical support regarding the use of the Website or the Platform is only available to

registered Users and is accessible via email at [admin@ejooi.co.za](mailto:admin@ejooi.co.za).

- 8.6. Both the Recruiter and the Job Seeker are not permitted to use the Website and the Platform to:
  - 8.6.1. Copy, adapt, rent, lease, sub-license, resell, broadcast, publicly distribute or publicly display, transfer possession, or ownership, or provide right of access and use of the Website and the Platform, software and/or services or any related documentation, user manuals, products, services, data or other information or parts thereof, obtained from Ejobi to any third party or attempt to do so unless otherwise provided for in these Terms;
  - 8.6.2. Remove, alter or obscure any copyright, legal, proprietary or other notices on the Website and the Platform;
  - 8.6.3. Using any automated data collection, data mining or data gathering methods of any kind in relation to the Website or the Platform;
  - 8.6.4. Reverse engineering, disassembling, decompiling, transferring, exchanging or translating the source code of the Website or the Platform;
  - 8.6.5. Creating derivative works of the Website or the Platform of any kind.
- 8.7. Unauthorised use of the Website and/or the Platform may result in Us instituting a claim for damages against You and/or You may be found guilty of a statutory and/or criminal offence.
- 8.8. Any act or omission by a Job Seeker which results in a failure to abide by the restrictions set out, as determined by Us in Our sole discretion, will result in immediate termination of the account.
- 8.9. Any act or omission by a Recruiter which results in a failure to abide by the restrictions will be dealt with in terms of the Recruiter's Agreement;
- 8.10. We are not liable to You nor any third-party for any breach of Your obligations under these Terms and for any consequences arising as a result of such breach, including any loss or damages which You or any third-party may suffer.

## 9. USE OF THE EJOABI DATABASE

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- 9.1. The Ejobi Data base is an Optional Service provided to Recruiters who purchase the monthly payment plan as detailed in the Recruiters Agreement;
- 9.2. The Ejobi Database contains the Personal Information of Job Seekers which has been collected by Ejobi and is processed through Our proprietary matching algorithm to match appropriate Job Seekers from the Ejobi Database with appropriate Recruiters who have purchased access to the Ejobi Database.
- 9.3. Recruiters who have purchased access to the Ejobi Database may perform the following actions granted by Job seeker:
  - 9.3.1. Post job advertisements to be viewed by Job Seekers in the Ejobi Database;

- 9.3.2. Contact Job Seekers directly who have been matched with the Recruiter through Our proprietary matching algorithm;
- 9.3.3. Browse the Ejobi Database to manually sort through potential Job Seekers;
- 9.4. The Recruiter who has purchased access to the Ejobi Database is not permitted to perform the following actions:
  - 9.4.1. Copy, adapt, rent, lease, sub-license, resell, broadcast, publicly distribute or publicly display, transfer possession, or ownership, or provide right of access and use of the Ejobi Database to any third party or attempt to do so unless otherwise provided in these Terms
  - 9.4.2. Rent, sub-license, sell, broadcast, publicly display or transfer any Data held on the Ejobi Database to any third party

## 10. USE OF THE RECRUITER'S DATABASE

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- 10.1. The Recruiter's Database is a Core Service available to all Recruiters registered to use the Platform.
- 10.2. The Recruiter's Database is private to each Recruiter and no other User of the Platform or Ejobi has access to a Recruiters Database.
- 10.3. Once the Recruiter has been granted access to the Platform under these Terms as well as the terms of the Recruiter's Agreement, the Recruiter will gain access to the Recruiter's Database, which will be empty.
- 10.4. The Recruiter can populate the Recruiter's Database by contacting potential Job Seekers who have not registered an account on the Platform. Where the Recruiter invites a potential Job Seeker to register an account on the Platform, that Job Seeker is added to that Recruiter's Database.
- 10.5. The Recruiter's Database grants the Recruiter access to a list of Job Seekers invited to the join the Platform and make use of Ejobi's proprietary matching algorithm to match the most appropriate Job Seekers to the Recruiter for any specific task or employment opportunity.

## 11. PROTECTION OF PERSONAL INFORMATION

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- 11.1. Any Personal Information supplied to Us in relation to the Use of the Website and the Platform and any associated Ejobi Services We may offer You from time to time, will be dealt with in accordance with Our Privacy Policy, the Terms set out herein and any applicable legislation as it may apply. The collection, use, storage and disclosure of Your Personal Information is described in Our Privacy Policy.

## 12. MONITORING

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- 12.1. Ejobi is not obliged to but reserves the right to and may from time to time, in order for it to ensure compliance with these Terms, monitor any and all Data and/or information

transmitted or received via the Platform

- 12.2. Ejobi shall be entitled to log usage of all Data accessed via the Ejobi Database and such log shall serve as prima facie proof of the Recruiter's access and use of the information.

### 13. INTELLECTUAL PROPERTY

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- 13.1. You acknowledge that any and all of the Intellectual Property Rights of Ejobi or of a third party, as the case may be, used or embodied in or in connection with the Website and the Platform and related documentation are and will remain the sole property of Ejobi or the third party.
- 13.2. You shall not question or dispute the ownership of such rights at any time during the continuation of Your use of the Website or the Platform or thereafter.
- 13.3. Upon the termination of Your use of the Website or the Platform for whatever reason, You shall refrain from accessing or using the Platform and shall erase or destroy all Data gained from the Platform that the You have in Your possession.
- 13.4. Ejobi warrants that the Website and Platform do not infringe any third party patent, copyright, trademark or any other intellectual property rights.

### 14. LIMITATION OF LIABILITY AND DISCLAIMER

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- 14.1. When permitted by law, we will not be responsible for lost profits, revenues, or data, financial losses, or direct, or indirect, special, consequential, exemplary, or punitive damages.
- 14.2. You agree to defend, indemnify and hold Us, Our officers, directors, employees, agents, contractors, and suppliers harmless from and against any claims, damages, actions, losses, liabilities or expenses including without limitation: loss of profits; direct, indirect, incidental, special, consequential or punitive damages; including all legal fees, on an attorney and own client scale, resulting from:
  - 14.2.1. misuse of the Website and the Platform;
  - 14.2.2. failure to ensure the security of Your account;
  - 14.2.3. violation of any of the Terms of this Agreement; and/or
  - 14.2.4. reliance on any information, links or otherwise that Ejobi has disclaimed responsibility or liability for.
- 14.3. To the extent permitted by law, neither Ejobi nor any of its officers, directors, employees, representatives or others involved in creating, sponsoring, promoting, or otherwise making available the Platform and its contents, shall be liable for:



- 14.3.1. any inaccuracy relating to the (descriptive) information (including employment opportunities, job advertisements and identity of the Employers or other Users) as made available to You on the Platform;
- 14.4. If You are dissatisfied with any portion of Our Website or the Platform, Your sole and exclusive remedy is to discontinue use of the Website and the Platform.

## 15. NO WARRANTIES FOR USE OF THE PLATFORM

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- 15.1. You expressly agree that use of the Platform is at Your sole risk. You understand and agree that any material and/or Data uploaded or downloaded or otherwise obtained, through the use of the Platform, is done at Your own risk and discretion. You will be solely responsible for any damage to Your computer services or loss of data that results from the download of Data.
- 15.2. We make no warranty that the Platform will meet Your requirements or that the Ejobi Services will be available and uninterrupted. We do not make any warranties as to the results that may be obtained from the use of the Platform or to the accuracy of the Data and the reliability of the Data obtained through the Platform. We do not warrant that defects on the Platform will be corrected.
- 15.3. The Platform is provided on an "as is" and "as available" basis. We disclaim all warranties of any kind, whether express, implied, or statutory, including, but not limited to the implied warranties of merchantability, fitness for a particular use or purpose, accuracy, and non-infringement.
- 15.4. The entire risk as to satisfactory quality, performance, accuracy, effort and results to be obtained through the use of the Platform rests with You. No advice or information, whether oral or written, obtained by You from Us or through any Ejobi Services shall create any warranty not expressly made herein.

## 16. LINKS TO OTHER WEBSITES

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- 16.1. We will not be liable for any website or link sent to You by another User of the Platform. We do not review, and cannot be responsible for these third-party website/s or their content. We encourage You to exercise caution when opening links sent to You by another User on the Platform and to review the terms of use and privacy policies for any third-party website.
- 16.2. We will not be liable for any information, software, or links found at any other website, internet location, or source of information, or for Your use of such information.

## 17. SUSPENSION AND TERMINATION OF THE JOB SEEKERS ACCOUNT

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- 17.1. Ejobi shall be entitled to disconnect or suspend a Job Seekers access to the Platform without prior notice under any of the following circumstances:
- 17.1.1. In respect of any unauthorised access or use by the Job Seeker, including but not limited to, coinciding access of the Platform with the same User login details, permitting a third party to use the password or username of the Job Seeker or allowing a third party to access or use the Platform;
  - 17.1.2. If the Job Seeker purposefully or intentionally submits incorrect Data during the registration of the Job Seeker's account;
  - 17.1.3. Failing to inform Us of a breach to Your login credentials or unauthorised access to Your account;
  - 17.1.4. As otherwise provided in these Terms.
- 17.2. Once access to your Job Seeker account has been terminated the You will be unable to access or use the Platform. All Data that You have submitted to the Platform will be deleted.

## 18. SUSPENSION AND TERMINATION OF THE RECRUITER'S ACCOUNT

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- 18.1. Ejobi shall be entitled to terminate this the Recruiter's access to the Platform upon written notice to the Recruiter which shall take effect from the date of such notice, at any time and without any payment to the Recruiter under any of the following circumstances:
- 18.1.1. if the Recruiter fails to remedy a non-payment breach within fourteen (14) days of written notice;
  - 18.1.2. in respect of any unauthorised access or use by the Recruiter, including but not limited to, coinciding access of the Platform with the same User login details, permitting a third party to use the password or username of the Recruiter or allowing a third party to access or use the Platform;
  - 18.1.3. if the Recruiter fails to remedy a breach in terms of these Terms within fourteen (14) days' written notice;
  - 18.1.4. as otherwise provided for in these Terms.

## 19. CONSEQUENCES OF TERMINATION FOR RECRUITERS

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- 19.1. All information contained within the Recruiter's Database will be permanently deleted after termination of the account or suspension of services. Ejobi will not perform any backups either physical or digital of the data contained in the Recruiter's Database
- 19.2. Ejobi will provide the Recruiter with five (5) calendar days written notice prior to deleting the Recruiter's Database

- 19.3. Promptly upon termination, the Recruiter must cease all use of the Data, Platform and Database. Termination shall occur without prejudice to any other rights that Ejobi may have under this Agreement or in law.
- 19.4. Should the Recruiter wish to reactivate its account after termination of this Agreement or suspension of services, the Recruiter will have to begin a new billing cycle;
- 19.5. All Optional Service credits connected to or associated with an account are automatically lost upon termination of the account.

## 20. DOMICILIUM, ARBITRATION AND JURISDICTION

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- 20.1. The domain name of the Website has been registered as [www.ejobi.com](http://www.ejobi.com) and [www.ejobi.co.za](http://www.ejobi.co.za) . Accordingly, all domain name disputes shall be governed in accordance with the Uniform Domain Name Dispute Resolution Policy of the Internet Corporation for Assigned Names and Numbers (ICANN).
- 20.2. Notwithstanding any other provision of this Agreement, the Platform is controlled and operated from South Africa and therefore this Agreement and any disputes arising therefrom shall be governed by and be interpreted in accordance with the laws of South Africa.
- 20.3. Without any restriction on Your rights to pursue legal recourse in the forum of Your choice, You agree that any dispute regarding this Agreement that cannot be resolved amicably, shall, first be referred to confidential arbitration in terms of the rules of the Arbitration Foundation of Southern Africa, Gauteng, Johannesburg, prior to proceeding to Court and such arbitration shall be conducted in English.
- 20.4. Ejobi confirms its domicilium citandi et executandi for all purposes associated with the Platform, transactions pertaining to the Platform, including the giving of any notice, the payment of any sum, the serving of any process, as follows:

Ejobi (Pty) Limited

Address: 161 Allan Road, Glen Austin, Midrand, 1685

Postal address: 161 Allan Road, Glen Austin, Midrand, 1685

Electronic mail address: [admin@ejobi.co.za](mailto:admin@ejobi.co.za)

Ejobi does not receive legal notice or accept the serving of documents attached to legal processes on Ejobi by electronic mail.



## 21. SEVERABILITY

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This Agreement shall apply to the fullest extent permissible by law. If any provision of the Agreement is unlawful, void or unenforceable, that provision shall be deemed severable from the remaining provisions and shall not affect the validity and enforceability of the remaining provisions.

## 22. VARIATIONS TO THIS AGREEMENT

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Ejobi may amend this Agreement at any time. All amended terms shall be effective automatically and immediately upon the posting of the revised Agreement and any subsequent activity in relation to the Platform shall be governed by such amended terms and conditions.

## PRIVACY POLICY

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### INTRODUCTION

This Privacy Policy (“Policy”) governs the processing of Personal Information by Ejobi (“We”, “Us”, “Our”, “Ourselves”) in accordance with applicable data protection laws and in connection with the Ejobi Website and Platform. Your use of the Platform is subject to this Policy. By using the Ejobi Website and Platform, You signify Your consent to the processing of Your Personal Information in accordance with this Privacy Policy. Accordingly, We encourage You to read this Policy carefully and contact Us with any questions or concerns in regard to Our Privacy practices.

We are committed to the principle of accountability in maintaining the privacy of Personal Information that You provide to Us when using the Ejobi Website and Platform, as well as ensuring transparency between Ourselves and Yourself. This Privacy Policy describes how We treat Personal Information collected or received from You when You visit and engage with the Ejobi Website and Platform.

### 1. DEFINITIONS

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In this Policy the following definitions shall apply:

- ↪ **“Core Services”** shall mean the core services offered by Ejobi and made available by default to Recruiters of either the Monthly Plan Option or Starter Package and includes online portal storage, reports, access to a personal database and advertising services. Core Services do not include the Premium Optional Services;
- ↪ **“CV”** shall mean the curriculum vitae of a Job Seeker;
- ↪ **“Data”** shall mean any data, including Personal Information, stored, collected, collated, accessed or processed by Ejobi on behalf of Job Seekers and supplied to Employers and Recruiters on the Platform;
- ↪ **“Ejobi Database”** shall mean the Job Seekers’ Data collected, collated and hosted by Ejobi on the Platform and made available to the Recruiter as an Optional Service;
- ↪ **“Platform”** shall mean the online platform through which all of Ejobi’s Services are provided to Users – which is accessed through the Ejobi website at [www.ejobi.com](http://www.ejobi.com);
- ↪ **“Ejobi Services”** shall mean collectively all services offered by Ejobi to Users, including the Core Services, the Premium Optional Services and the Job Seekers Services as the context so provides;
- ↪ **“Employer”** shall mean the juristic or natural person who provides temporary or permanent employment to a Job Seeker;
- ↪ **“Job Seeker”** shall mean the natural persons who subscribe to the Platform through the Website on invitation by Ejobi or any other party, or of their own accord, in order to increase their employment prospects;
- ↪ **“Job Seeker Services”** shall mean the services offered by Ejobi and made available to the Job Seeker upon registration to the Platform and includes hosting of the Job Seeker’s CV, assisting in the creation of a CV, matching the Job Seeker with prospective employers, connecting the Job Seeker with other Recruiter services and facilitating the sharing of the Job Seeker’s CV through SMS,WhatsApp and USSD services;

- ↪ **“Premium Optional Services”** shall mean all additional services offerings for Recruiters not included as part of Ejoobi’s Core Services and can be purchased separately on an as needed basis and includes access to the Ejoobi Database, WhatsApp communication credits, AI matching credits and bot pre-screening credits;
- ↪ **“Personal Information”** shall mean any information relating to an identified or identifiable natural person (‘data subject’); an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person;
- ↪ **“Recruiter”** shall mean the juristic or natural person who subscribes to the Platform under the terms and conditions of the Recruiter’s Agreement and who provides a service which seeks to connect Employers and Job Seekers;
- ↪ **“Recruiter’s Agreement”** shall mean the terms and conditions contained in the agreement linked (**REC2021070001**) applicable to Recruiters use of the Platform;
- ↪ **“Recruiter’s Database”** shall mean the service provided to the Recruiter on which the Recruiter can store the Data of a Job Seeker that the Recruiter has invited to sign up to the Platform;
- ↪ **“SMS”** shall refer to the abbreviation of Short Message Service which is a service component of most mobile telephone devices and allows for devices to exchange short text messages through standard communication protocols;
- ↪ **“Users”** shall refer to the Recruiter and the Job Seeker collectively. “You”, “Your” shall have a similar meaning.
- ↪ **“USSD”** shall refer to the abbreviation of Unstructured Supplementary Service Data, which is a communications protocol that allows mobile telephones to communicate with mobile network operator’s computers;
- ↪ **“Website”** shall mean the Ejoobi website accessible at [www.ejoobi.com](http://www.ejoobi.com) or [www.ejoobi.co.za](http://www.ejoobi.co.za) which hosts the Platform and facilitates access to the Ejoobi Services.

## 2. PERSONAL INFORMATION

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### 2.1. Purpose For Collection And Processing

We primarily collect and process Your Personal Information to provide the Ejoobi Services You requested from Us by using the Platform. The Personal Information collected and the purpose for the collection depends on whether You are registering as a Job Seeker or a Recruiter.

#### 2.1.1. Purpose of collecting the Job Seekers Personal Information:

- ↪ Identification of the Job Seeker’s account;
- ↪ Assessing the Job Seeker’s qualifications and skills for the purpose of matching the Job Seeker with prospective Employers and Recruiters;
- ↪ Matching the Job Seeker with Employers and Recruiters;
- ↪ Assisting the Job Seeker in compiling a CV;
- ↪ Developing and improving the Job Seekers Services;
- ↪ Facilitating direct communication between the Job Seeker and the Employer or Recruiter;

- ↪ Facilitating the sharing of a Job Seekers CV through SMS, WhatsApp and USSD services provided by the Platform;
- ↪ Populating the Ejobi Database;
- ↪ Populating the Recruiter's Database;
- ↪ servicing Our relationship with You by, among other things, creating and maintaining a Job Seeker profile to enable Us to service You better or presenting options on the Platform that We think may interest You based on Your qualification, skills and CV;
- ↪ Performing background checks;
- ↪ involving You in market research, gauging Your satisfaction with the Job Seeker Services and seeking feedback regarding Our relationship with You and/or the quality of service We have provided;
- ↪ for research and analysis in relation to Our business and the Job Seeker Services, including but not limited to trends in skills and qualifications of Job Seekers and the success rate of Job Seekers matching with Employers and or Recruiters;
- ↪ to comply with Our legal obligations; and
- ↪ other purposes as authorised or required by law (e.g. to prevent a threat to life, health or safety, or to enforce Our legal rights).

#### 2.1.2. Purpose of collecting the Recruiters Personal Information:

- ↪ Identification of the Recruiter's account;
- ↪ Performing due diligence checks on the Recruiter as per the Recruiters Agreement;
- ↪ Matching the Recruiter with suitable and qualified Job Seekers;
- ↪ Facilitating direct communication between the Recruiter and Job Seekers;
- ↪ Developing and improving the Core Services and Premium Optional Services;
- ↪ involving You in market research, gauging Your satisfaction with the Core Services and Premium Optional Services and seeking feedback regarding Our relationship with You and/or the quality of service We have provided;
- ↪ Accepting payment for Optional Services;
- ↪ to comply with Our legal obligations; and
- ↪ other purposes as authorised or required by law (e.g. to prevent a threat to life, health or safety, or to enforce Our legal rights).

## 2.2. Collection: What and How

**WHAT:** The Personal Information We collect depends on the User account that You register.

#### 2.2.1. We collect the following Personal Information relating to Job Seekers:

- ↪ Full name and surname;
- ↪ Mobile contact number;
- ↪ South African identity document;
- ↪ Employment history;
- ↪ Criminal record;
- ↪ Date of birth;
- ↪ Education and qualifications
- ↪ E-mail address;
- ↪ Physical address and location information;

#### 2.2.2. We collect the following Personal Information relating to Recruiters:

- ↪ Company name and registration number;
- ↪ Full name of company representative;
- ↪ Company address;
- ↪ Company email address;
- ↪ Company telephone number;
- ↪ Company's CIPC certificate;
- ↪ Company's tax compliance certificate;
- ↪ Company's BBBEE certificate;
- ↪ Credit or debit card information. Credit and debit card information is collected by Us and processed by a third party payment gateway. We do not store Your credit and debit card information.

We may also collect other information from all Users, such as Your IP address, search terms, and site pages You visit whilst on the Platform, or whenever you visit the Ejobi Website. The technologies We use for this automatic data collection may include cookies and log data.

Except for the above, We do not collect any Personal Information unless You provide it voluntarily. We also do not collect any Personal Information that You may provide to other Users of the Platform through direct communication with other Users.

**HOW:** We collect Your Personal Information either directly or indirectly, including, without limitation: by registering a User account on the Ejobi Website through our online registration form and using the Platform, by filling out a contact form or survey; by requesting information; by having an account and e-mail address with Us; by signing up for an e-mail newsletter, by otherwise communicating via e-mail.

We reiterate that by providing Personal Information to Us, You agree that this Policy will apply to how We handle Your Personal Information and You consent to Us collecting, using and disclosing Your Personal Information as detailed in this Policy.

#### 2.3. Accuracy

You agree that any and all Personal Information that You provide to Ourselves is accurate. In the event that Your Personal Information contains any errors or inaccuracies, You agree to indemnify and hold Us, Our officers, directors, employees, agents, licensors, and members harmless from and against any claims, damages, actions and liabilities including without limitation, loss of profits, direct, indirect, incidental, special, consequential or punitive damages arising out of Our reliance on such Personal Information

You must also let Us know immediately if You become aware that Your Personal Information has been provided to Us by another person without Your consent or if You did not obtain consent before providing another person's Personal Information to Us.

#### 2.4. Processing Of Personal Information

The processing of Your Personal Information by Us shall include the collection, receipt, recording, organisation, collation, storage, updating or modification, retrieval, alteration, consultation, use;



dissemination by means of transmission, distribution or making available in any other form; or merging, linking, as well as blocking, degradation, erasure or destruction of information.

We will only process Your Personal Information, where:

- ↪ You have consented to such processing (which You may withdraw at any time by sending an email to [admin@ejoobi.co.za](mailto:admin@ejoobi.co.za));
- ↪ The processing is necessary to provide the Ejobi Services to You in terms of Our contractual relationship with Yourself;
- ↪ The processing is necessary for compliance with Our legal obligations; and/or
- ↪ The processing is necessary for Our legitimate interests or those of any Third-Party recipients that receive Your Personal Information - as detailed in section 2.5 below.

### 2.5. Further Processing: Who Do We Share Your Personal Information With And Why?

We do not and will not sell, rent out or trade Your Personal Information. We will only share Your Personal Information to third-parties in the manner set out in this Policy and in accordance with the Data Protection laws of the Republic of South Africa. Note that the term 'share' includes the act of 'disclosing'; 'transferring'; 'sending' or otherwise making Your Personal Information available or accessible to another person or entity.

We may share Your Personal Information with the Platform Partners or other third-parties (which include payment gateways and due diligence investigators) so that we may deliver You the Ejobi Services. Information processed on the Platform will only be disclosed in accordance with the consent provided by a User and/or Yourself.

Ejobi does not permit any of its Platform Partners or other necessary third-parties to use Your Personal Information for any other purpose than to perform the services that Ejobi has instructed them to provide. All processing is compatible with such purpose.

Other than the above, We will not disclose Your Personal Information without Your consent unless We reasonably believe that disclosure is necessary to lessen or prevent a threat to life, health or safety of an individual or to public health or safety or for certain action to be undertaken by an enforcement body (e.g. prevention, detection, investigation, prosecution or punishment of criminal offences), or where such disclosure is authorised or required by law (including applicable privacy / data protection laws).

## 3. YOUR RIGHTS:

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You may choose what Personal Information (if any) You wish to provide to Us. You also have the right to withdraw Your consent. However, if You choose not to provide certain details, or withdraw Your consent, Your experience with some, or all of the Ejobi Services, may be affected. To the extent required by law, You have certain rights in respect of Your Personal Information. In particular:

- ↪ *Section 11: Object* to the processing of Your Personal Information or restrict or stop Us from using any of the Personal Information which We hold on You, including by withdrawing any consent You have previously given to the processing of such information;
- ↪ *Section 23 Access, Update, Modify, Rectify* Your Personal Information
- ↪ *Section 24 delete* your Personal Information; and

- ↪ Section 25 obtain access to Your Personal Information that We hold on You.

These rights are not absolute, and We therefore reserve the right to refuse any requests in terms of the above-mentioned rights, for any reason permitted under South African data protection laws.

In the event that You wish to enforce any of the above rights, You can request this by emailing Us at [admin@ejoobi.co.za](mailto:admin@ejoobi.co.za).

You also have the right to lodge a complaint with the South African Information Regulator.

#### 4. SECURITY OF INFORMATION

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We are committed to safeguarding and protecting Your Personal Information and will implement and maintain appropriate technical and organisational measures to ensure a level of security appropriate to protect any Personal Information provided to Us from accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to Personal Information transmitted, stored or otherwise processed. We have implemented various physical, electronic and managerial security procedures in order to protect the Personal Information We hold from loss and misuse, and from unauthorised access, modification, disclosure and interference – such procedures are regularly reviewed.

If We become aware of suspicious behaviour on Your account that gives us reason to suspect that Your account has been or is likely to be compromised, We will notify You by e-mail to verify the account activity. We may suspend Your account until such activity can be verified.

We will destroy or de-identify Personal Information once We no longer require it for Our business purposes, or as required by law.

#### 5. HOW LONG DOES EJOOBI RETAIN YOUR PERSONAL INFORMATION?

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Ejoobi retains Personal Information for the period necessary to fulfil the purposes outlined in this Privacy Policy. When determining how long to retain Personal Information, We take into account the necessity of the Personal Information for the provision of the Ejoobi Services, the Platform or other Third-Parties such as payment processors, as well as applicable laws, regulations and legal obligations. We may also retain records to investigate or defend against potential legal claims.

When retention of the Personal Information is no longer necessary, the information will either be deleted or aggregated for analytic purposes, in which case We will de-identify Your Personal Information.

Ejoobi will retain a full back-up of Your account for a period of 3 months from the deletion or deactivation of Your account, thereafter the Personal Information is de-identified.

## 6. CROSS-BORDER TRANSFERS

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If You use the Platform You agree to this Policy and grant Your consent for Ejobi to store all of Your Personal Information in local South African servers and to upload and transfer Your Personal Information as a back-up to a cloud service provider for storage on international servers.

## 7. THIRD PARTY WEBSITES

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We provide links to websites outside of our Website, as well as to third party websites. These linked sites are not under our control, and we cannot accept responsibility for the conduct of companies linked to our Website. Before disclosing your Personal Information on any other website, we advise you to examine the terms and conditions of using that website and its privacy policy.

## 8. CONTACT

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If You have any questions about this Privacy Policy or the way in which We handle Your Personal Information, or if You wish to invoke any of Your rights described in Section 3 above, please contact Us at [admin@ejobi.co.za](mailto:admin@ejobi.co.za).

## 9. CHANGES TO THIS POLICY

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We may change this Policy at any time, in which case any amended terms shall be effective immediately upon the posting of the revised Policy and any subsequent activity in relation to the Platform shall be governed by such amended terms. We therefore recommend that You check Our Website regularly. If You do not agree with any term in this Policy, please do not use the Ejobi Website or Platform.

This Privacy Policy was last updated on **07 June 2021**