

EJOOBI (PTY) LIMITED

Recruiter License Agreement

entered into between:

EJOOBI (PTY) LIMITED

Company Registration Number: 2016/324519/07

("Ejoobi")

AND

User referred as Recruiter

and jointly referred to as

"the Parties"

The Particulars of Ejoobi are as follows:

Company Name: Ejoobi (Pty) Limited

Physical address: 161 Allan Road, Glen Austin, Midrand ,1685, South Africa

E-mail address: admin@ejoobi.co.za

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EJOOBI (PTY) LIMITED

Reg: 2016/324519/07

RECRUITER LICENSE AGREEMENT

This Recruiter License Agreement (“Agreement”) is an agreement between the Recruiter and Ejoobi (Pty) Ltd, (“Ejoobi” or the “Licensor”). This License governs Your use of the Ejoobi Platform and all related Software, documentation, and updates and upgrades that replace or supplement the Platform in any respect and which are not distributed with a separate license. The Platform is licensed to the Recruiter, not sold. By accessing or using the Platform, the Recruiter agrees to the terms and conditions of this Agreement and agrees to be bound by it.

1. DEFINITIONS

In this Agreement, the clause headings have been added for convenience and reference only and shall not be taken into account in its interpretation, modification or amplification. When used in this Agreement, unless clearly inconsistent with or otherwise indicated by the context of the Agreement, the following terms shall have the following meanings:

- 1.1 **“Agreement”** shall mean the terms and conditions as contained in this agreement together with its annexures, schedules or amendments attached to it from time to time;
- 1.2 **“Applicable Data Protection Law”** means any legislation protecting the fundamental rights and freedoms of individuals in respect of their right to privacy with respect to the processing of personal information;
- 1.3 **“Authorised User/s”** means the natural or juristic person/s authorised by Ejoobi to access and use the Platform subject to the terms of this Agreement.
- 1.4 **“Commencement Date”** shall mean the date on which the Recruiter accepts these terms and conditions by clicking on the “I accept” button during the sign up process.
- 1.5 **“Confidential Information”** shall mean any and all information relating to either Party’s business information (technical, commercial, operational, financial) and business relationships including, but not limited to, research, developments, product plans, products, services, diagrams, formulae, processes, techniques, technology, software, know-how, designs, ideas, discoveries, inventions, improvements, copy-rights, trademarks, trade secrets, customers, suppliers, markets, marketing, disclosed either directly or indirectly in writing, orally or visually;
- 1.6 **“Core Services”** shall mean the core services offered by Ejoobi and made available by default to Recruiters of either the Monthly Plan Option or Starter Package and access to a personal database and advertising services. Core Services do not include the Optional Services. A detailed description of all Core Services is annexed hereto and marked “Annexure 1”;
- 1.7 **“Data”** shall mean any data, including personal information stored, collected, collated, accessed or processed by Ejoobi on behalf of Job Seekers and supplied to the Recruiter through the Database.

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- 1.8 **“Data Subject”** shall mean any natural person in respect of whom the personal information relates.
- 1.9 **“Documentation”** shall mean all forms, information and Data collected from job seekers who wish to host their information and Data on the Platform for the purposes of being matched with an employer;
- 1.10 **“Ejoobi Database”** shall mean the Job Seekers’ Data collected, collated and hosted by Ejoobi on the Platform and made available to the Recruiter as an Optional Service;
- 1.11 **“Employer”** shall mean the juristic or natural person who provides temporary or permanent employment to a Job Seeker;
- 1.12 **“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;
- 1.13 **“Job Seeker/s”** shall mean the natural persons who subscribes to the Ejoobi Platform on invitation by Ejoobi or any other party, in order to increase their employment prospects;
- 1.14 **“License”** shall mean a limited, non-transferable and non-exclusive right granted to the Recruiter by Ejoobi to use the Software and all related documentation in accordance with this Agreement.
- 1.15 **“License Fee”** shall mean the amounts payable in terms of the selected Plan Option and are set out in Annexure 2 hereto;
- 1.16 **“Notification”** shall mean any message sent from Ejoobi to the Recruiter informing the Recruiter of pertinent information that relates either to the nature of this Agreement or the Recruiter’s use of the Platform;
- 1.17 **“Optional Services”** shall mean all additional services offerings 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. A full description of all Optional Services is annexed hereto and marked “Annexure 3”;
- 1.18 **“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.
- 1.19 **“Plan Option”** shall mean the either the Monthly Plan Option or the Starter Pack as the context so requires. A detailed description of both Plan Options is annexed hereto and marked “Annexure 2”;
- 1.20 **“Platform”** shall mean the proprietary software framework upon which Ejoobi provides its Core Services and Optional Services to the Recruiter subject to the terms and conditions of this Agreement.
- 1.21 **“Recruiter”** shall mean the juristic or natural person who subscribes to the Ejoobi Platform under the terms and conditions of this Agreement and who provides a service which seeks to connect Employers and Job Seekers;

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- 1.22 **“Recruiter Database”** shall mean the Core Service offering on which a Recruiter can store the Data of a Job Seeker that the Recruiter has invited to the Ejoobi Platform;
- 1.23 **“Software”** shall mean the copyright protected computer system on which the Platform, Core Services and Optional Services is built;
- 1.24 **“Updates”** shall mean corrections of inherent errors in the Software and any changes or improvements made to the Software by the Licensor after the Commencement Date, which results in the addition of functions or features which are not present in the Software as at the Commencement Date;
- 1.25 **“Upgrades”** shall mean new versions of the Platform, or portions thereof which incorporate new or improved functionality which results in material changes in the Platform.
- 1.26 **“User/s”** shall mean natural persons employed by or otherwise under the authority of the Recruiter and who accesses the Database under the supervision of the Recruiter and is subject to the terms of this Agreement.
- 1.27 **“VAT”** shall mean value-added tax charged in terms of the Value added Tax Act, 89 of 1991, as amended.
- 1.28 **“Website”** shall mean the Ejoobi website accessible at <http://www.ejoobi.co.za/>.
- 1.29 Where a word or expression is given a particular meaning, other parts of speech and grammatical forms of that word or expression have a corresponding meaning.
- 1.30 The headings do not govern or affect the interpretation of this Agreement.
- 1.31 If any provision in a definition confers rights, or imposes obligations on any Party, effect is given to it as a substantive provision of this Agreement.
- 1.32 Unless the context indicates otherwise an expression which denotes any gender includes both the others; reference to a natural person includes a juristic person; the singular includes the plural, and the plural includes the singular.
- 1.33 Any number of days prescribed in this Agreement excludes the first day and includes the last day.
- 1.34 Unless the context indicates otherwise if the day for payment of any amount or performance of any obligation falls on a day which is not a Business Day, that day will be the next Business Day.
- 1.35 The words “including” and “in particular” are without limitation.
- 1.36 Any reference to legislation is to that legislation as at the Signature Date, as amended or replaced from time to time.
- 1.37 Any reference to a document or instrument includes the document or instrument as ceded, delegated, novated, altered, supplemented or replaced from time to time.
- 1.38 A reference to a Party includes that Party’s successors-in-title and permitted assigns.
- 1.39 A time of day must be construed as a reference to South African, Johannesburg time.
- 1.40 The rule of interpretation that, in the event of ambiguity, the contract must be interpreted against the party responsible for the drafting of the contract does not apply.
- 1.41 The termination of this Agreement does not affect those of its provisions which expressly provide that they will operate after termination, or which must continue to have effect after termination, or which must by implication continue to have effect after termination.

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- 1.42 Ejoobi will, from time to time, make revisions to this Agreement of which the Recruiter will be notified via email. Continued use by the Recruiter of the Platform and Services offered by Ejoobi shall be deemed consent by the Recruiter to the amended terms and conditions contained in this Agreement.

2. INTRODUCTION

- 2.1. Ejoobi is a recruitment portal that connects Job Seekers to Employers and Recruiters using a proprietary matching algorithm and through the Core Service offerings; Ejoobi facilitates ease communication between a Recruiter and a Job Seeker. Ejoobi expands the functionality of its Platform for Recruiters through its Optional Services which are provided on a pay-as-you-need basis. These services include access to the Ejoobi Database, Reports, Recruiter Database access, SMS communications, WhatsApp communications, bot pre-screening, and advertising services. A detailed description of all Optional Services is contained in Annexure 2.
- 2.2. Ejoobi is the owner of the Platform and the Software on which it operates, and the Recruiter is licensed to obtain the right to use the Platform for the purpose of streamlining the search for and communication between itself and appropriately qualified Job Seekers. Ejoobi agrees to license such access to the Platform and all Core Services and Optional Services (where applicable) to the Recruiter in accordance with the terms and conditions of this Agreement.
- 2.3. This Agreement governs Recruiter's access to and use of the Platform, Core Services and/or Optional Services.

3. DURATION

- 3.1. This Agreement shall come into effect on the Commencement Date and remain in force indefinitely, provided that it may only be terminated by either Party in terms of Clause 16 (Suspension and Termination) below.
- 3.2. Should the Recruiter not log in to the Platform or similarly remain inactive on the Platform for a successive period of twelve (12) months, the Recruiter's account will be suspended and all Optional Services associated with that account will be deemed to have expired from the date of suspension.

4. GRANT OF LICENSE

- 4.1 This Agreement is effective as of the Commencement Date;
- 4.2 If you are accepting on behalf of the Recruiter or another entity, you represent and warrant that you have full legal authority to accept these terms and conditions on behalf of the Recruiter or other juristic person;
- 4.3 If you do not have the legal authority to act on behalf of the Recruiter or the applicable juristic person then you agree to this Agreement in Your personal capacity and Ejoobi may elect to institute legal action against You in Your personal capacity for fraudulent misrepresentation;

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- 4.4 Upon approval by Ejoobi in terms of Clause 6 (Verification of Recruiter), acceptance of this Agreement by clicking the **“I Accept” button** and in consideration of the Recruiter’s payment of the Licence Fees stipulated in Annexure 2 below, Ejoobi grants to the Recruiter a limited, revocable, non-transferable and non-exclusive, License to access and use the Platform, Core Services and/or Optional Services (where applicable) and related documentation in accordance with this Agreement.
- 4.5 The Recruiter accepts the License granted to it in terms of this Agreement and acknowledges that it acquires no moral rights or rights of ownership to the Platform, Software or related documentation.

5. REGISTRATION

- 5.1. In order to access the Platform and accept this Agreement by clicking the **“I Accept” button**, the Recruiter or its duly authorised representative is required to register on the Ejoobi Website as a Recruiter. Once the Recruiter has completed the online form, a confirmation email will be sent to the Recruiter’s designated email address confirming registration.
- 5.2. **In order to complete registration, the Recruiter is required to provide the following information:**
 - 5.2.1. Full name of the Recruiter’s duly authorised representative;
 - 5.2.2. Recruiter’s name and company registration number;
 - 5.2.3. Mobile and landline contact number for the Recruiter;
 - 5.2.4. Email address of the Recruiter;
 - 5.2.5. Company profiling data which includes: the number of years that the Recruiter has been in operation, number of employees and number of directors
 - 5.2.6. A chosen password.
- 5.3. Security of the account is the Recruiters’ responsibility and Ejoobi assumes no liability for any loss or damage arising from any unauthorised use of passwords or accounts by a third party. The Recruiter must notify Ejoobi immediately of any unauthorised use of the account or any other breach of security.
- 5.4. In the event of the security of a Recruiter account being compromised, Ejoobi reserves the right to suspend the processing of any communications and shall immediately deactivate the associated logon credentials. The Recruiter shall refrain from using the Platform until new logon credentials are issued.
- 5.5. The Recruiter hereby indemnifies and holds Ejoobi, its directors, employees, agents and representatives, harmless for any and all losses, damages and expenses arising from the Recruiters’ failure to ensure the security of accounts, including all legal fees, on an attorney-client scale.
- 5.6. By registering on the Website to use the Platform, the Recruiter and/or its duly authorised representative agree to refrain from:
 - 5.6.1. selecting or using a name or e-mail address or contact information of another person with the intent to impersonate that person;
 - 5.6.2. using a name or e-mail address subject to the rights of any person without authorization;
 - 5.6.3. using “bots” or other automated ways to create an account; or

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- 5.6.4. using names in violation of the intellectual property rights of any person;
- 5.7. The Recruiter may not register to use the Platform if:
 - 5.7.1. The person who completes the online registration form has no legal capacity to enter into agreements;
 - 5.7.2. The person who completes the online registration form on behalf of a Recruiter or other entity does not have the legal authority bind that recruiter or entity to the terms and conditions of this Agreement;
 - 5.7.3. the Recruiter's account was previously terminated for unlawful activity.
- 5.8. Technical support regarding the use of the Platform is only available to a registered Recruiter. Registered Recruiters may contact us through email on admin@ejoobi.co.za or by landline on (+27) 010 285 0834.

6. VERIFICATION OF RECRUITER

- 6.1. Upon acceptance of this Agreement the Recruiter will not be granted immediate access to the Platform. Given the nature of the Personal Information processed and stored on the Ejoobi Platform, the Recruiter agrees to undergo a fourteen (14) calendar day verification process wherein Ejoobi will make use of an appropriate third party service provider to perform appropriate and adequate due diligence investigations of the Recruiter.
- 6.2. In order to assist with the due diligence, the Recruiter agrees to submit the following documentation within seven (7) calendar days of accepting this Agreement:
 - 6.2.1. Company registration documents of the Recruiter;
 - 6.2.2. Recruitment number (optional)
 - 6.2.3. Tax clearance certificate;
 - 6.2.4. Broad Based Black Economic Empowerment compliance certificate;
 - 6.2.5. Contact information for the Recruiter, including telephone number, physical address and postal address.
 - 6.2.6. Company profiling data which includes: the number of years that the Recruiter has been in operation, the number of employees and the number of directors
- 6.3. Once the documents listed in Clause 6.2 have been delivered to Ejoobi, Ejoobi's chosen third party service provider will perform the due diligence investigation over seven (7) calendar days. Once the due diligence is finalised, Ejoobi will notify the Recruiter of the outcome.
- 6.4. Should the Recruiter fail to deliver the requested documentation to Ejoobi within seven (7) calendar days or should it be found that Ejoobi, in its sole and absolute discretion, is not satisfied that the Recruiter meets the due diligence requirements, the Recruiter will not be granted access to the Platform.
- 6.5. Should Ejoobi, in its sole and absolute discretion, be satisfied that the Recruiter does meet the due diligence requirements, the Recruiter shall be granted immediate access to the Platform.

7. USAGE OF THE PLATFORM

- 7.1. Ejoobi makes use of a proprietary Platform which hosts a number of Core Services and Optional Services which connect Recruiters with appropriate Job Seekers and facilitates a means of communication and exchange of documents between the Recruiters and Job Seekers.
- 7.2. The Recruiter may:
 - 7.2.1. Only use the Platform for purposes of utilising any Core Service or any Optional Service (where applicable) in order to find and communicate with prospective Job Seekers that the Recruiter seeks to connect with possible Employers and employment opportunities.
 - 7.2.2. Post job advertisements on the Platform to be viewed by Job Seekers in the Recruiters Database and the Ejoobi Database (where the Recruiter has purchased access to the Ejoobi Database);
 - 7.2.3. Contact prospective Job Seekers directly in order to view the Jobseeker's full profile;
 - 7.2.4. Contact prospective Job Seekers who are not currently hosted on the Ejoobi Database in order to register those prospective Job Seekers on the Recruiter's Database
- 7.3. The Recruiter agrees that it is not permitted to:
 - 7.3.1. 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 Platform, Software and/or the Ejoobi Database and/or any related documentation, user manuals, products, services, data or other information or parts thereof, obtained from Ejoobi to any third party or attempt to do so unless otherwise provided in this Agreement;
 - 7.3.2. Rent, sub-license, sell, broadcast, publicly display or transfer any Data held on the Recruiter's Database to any third party.
 - 7.3.3. Remove, alter or obscure any copyright, legal, proprietary or other notices on the Ejoobi Platform or Website;
- 7.4. Failure to comply with these terms after Ejoobi has given the Recruiter fourteen (14) days written notice demanding compliance will result in access to the Platform being immediately disconnected or suspended as provided for in Clause 16 (Suspension and Termination) below without prejudice to any other rights that Ejoobi may have under this Agreement or in law.
- 7.5. From time to time Ejoobi will add additional features and functionality to the Platform which may include the addition or removal of Core Services and Optional Services. The Recruiter will be notified by email of any new features and functionalities so added and any associated changes to the Licence Fee.
- 7.6. Where additional functionalities or features are added to the Platform, Ejoobi does not warrant that the additional functions or features so added will be error or bug free. Where the Recruiter encounters an issue with new functions or features, the Recruiters should report them to the Ejoobi help desk.

8. LICENSE FEES

- 8.1. Upon acceptance of this Agreement, the Recruiter will be required to select a Plan Option or package in order to continue using the Ejoobi Platform. The Plan Options and their associated License Fees are described in detail in Annexure 2.
- 8.2. License Fees (i.e. subscriptions) are payable within seven (7) calendar days of the date of receiving a valid invoice from Ejoobi.
- 8.3. Ejoobi will apply an annual increase to the License Fee which will take effect from 1 January of each and every successive year. All Recruiters will be notified one (1) month in advance of the annual fee increase as well as the License Fee payable in the next monthly billing cycle.
- 8.4. In the event that the Recruiter does not accept the adjusted fee, the Recruiter will be entitled to terminate this Agreement with effect from the date on which the adjusted fee becomes effective upon written notice to Ejoobi within fourteen (14) days of the date of the notice informing it of the adjusted fee. If notice of termination in terms of this Clause is not provided by the Recruiter, the License Fee shall become due and payable.
- 8.5. For credit card payments, Ejoobi facilitates payment of the License Fee through third party applications which allow for the auto renewal of License Fees which will automatically debit the credit card used to pay the Licence Fee.
- 8.6. A detailed description of the License Fee and associated services is contained in Annexure 2.

9. CORE SERVICES AND FEES

- 9.1. Ejoobi provides all subscribed Recruiters access to the Ejoobi Platform which include the following Core Services:
 - 9.1.1. Online portal storage;
 - 9.1.2. Utilisation reports;
 - 9.1.3. Access to the Recruiter's Database;
 - 9.1.4. Access to Job Advertising Services;
 - 9.1.5. Access to the Ejoobi help desk which can be contacted at admin@ejoobi.co.za or by landline on (+27) 010 285 0834
- 9.2. A detailed description of the Core Services and associated fees is contained in Annexure 2

10. OPTIONAL SERVICE AND FEES

- 10.1. Ejoobi provides access to Optional Services on a pay-as-needed basis. These Optional Services and associated prices are detailed in Annexure 3.
- 10.2. Payment of Optional Service fees is facilitated in by credit card, debit card and electronic funds transfer or direct bank deposit.
- 10.3. Credits to use Optional Services are only available for use once Ejoobi has received payment of the Optional Service Fee.

11. PROTECTION OF JOB SEEKERS' INFORMATION

- 11.1. Job Seekers who wish to register on the Ejoobi Platform shall provide Ejoobi with Personal Information which is collected, stored and processed in accordance with the applicable Data Protection laws of the Republic of South Africa.
- 11.2. The Recruiter undertakes to ensure that the Job Seekers' Personal Information is used in accordance with Clause 7 (Usage of the Platform).
- 11.3. Job Seekers have not granted consent for the Recruiter to download, sell, transfer, copy, share, delete or otherwise interfere with any Personal Information contained in the Ejoobi Database.
- 11.4. The Recruiter undertakes to ensure that adequate security safeguards and internal policies are in place that protects the Job Seekers' Personal Information and the integrity of the Ejoobi Database.
- 11.5. The Recruiter hereby indemnifies and hold harmless Ejoobi and its directors, partners, employees, sub-contractors and agents against any claims made against it for unauthorised access and use of the Job Seekers Personal Information.

12. THIRD PARTIES

- 12.1. The access to and use of the Platform may require the Recruiter to use certain third-party proprietary software. The Recruiter will ensure that it holds valid licences to such third-party software and that they shall adhere to the terms of any such license agreements when accessing and using the Platform.
- 12.2. The Recruiter is required to acquire and maintain all equipment required to access the Platform at its own expense.
- 12.3. The Recruiter is responsible for operating its own equipment and to familiarise itself with the information available through the Platform.

13. RECRUITER RESPONSIBILITIES

- 13.1. The Recruiter warrants that Data obtained from the Ejoobi Database which is further stored, used and processed by the Recruiter, such storage, use or further processing is subject to adequate security safeguards. Ejoobi reserves the right to inspect the Recruiter's security safeguards.

14. CONFIDENTIALITY

- 14.1. Except as otherwise provided herein, each Party expressly undertakes to retain in confidence all information, Data, and know-how transmitted or disclosed to the other that the disclosing Party has identified as being proprietary and/or confidential or that, by the nature of the circumstances surrounding the disclosure, ought in good faith to be treated as proprietary and/or confidential, and expressly undertakes to make no use of such information, Data and know-how except under the terms and during the existence of this Agreement.

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- 14.2. However, neither Party shall have an obligation to maintain confidentiality of information that:
 - 14.2.1. it received rightfully from a third party without an obligation to maintain such information in confidence;
 - 14.2.2. the disclosing Party has disclosed to a third party without any obligation to maintain such information in confidence;
 - 14.2.3. was known to the receiving Party prior to its disclosure by the disclosing Party; or
 - 14.2.4. is independently developed by the receiving Party without use of the confidential information of the disclosing Party.
- 14.3. Further, either Party may disclose confidential information of the other Party as required by the governmental or judicial order, provided such Party gives the other Party prompt written notice prior to such disclosure and complies with any protective order (or equivalent) imposed on such disclosure unless such notice is prohibited.

15. MONITORING

- 15.1. Ejoobi is not obliged to but reserves the right to and may from time to time, in order for it to ensure compliance with the terms of the Agreement, monitor any and all Data and/or information transmitted or received via the Platform
- 15.2. Ejoobi shall be entitled to log usage of all Data accessed via the Database and such log shall serve as prima facie proof of the Recruiter or Authorised User's access and use of the information.

16. DATA PROTECTION

- 16.1. The Recruiter expressly agrees that any Personal Information received and processed on the Platform, has been lawfully obtained and shared with Ejoobi in compliance with all applicable data protection laws.
- 16.2. The Recruiter expressly grants consent for Ejoobi to transfer the Recruiter's due diligence information submitted to Ejoobi in accordance with Clause 6 (Verification of Recruiter) to Ejoobi's chosen third party service provider for the purpose of a due diligence investigation.
- 16.3. The Recruiter shall ensure that all access and processing of the Personal Information is in accordance with appropriate and legally binding consents from Job Seekers (Data Subjects) in relation to such access or processing of the Personal Information.
- 16.4. Ejoobi shall take appropriate, reasonable technical and organisational measures to ensure that the integrity and accuracy of the Personal Information used on the Platform or otherwise made available to the Recruiter to ensure that such Personal Information is protected against unauthorised or unlawful processing, accidental loss, destruction or damage, alteration, disclosure or access.
- 16.5. The Recruiter undertakes to:
 - 16.5.1. delete Personal Information that is no longer lawfully retained by the Recruiter;
 - 16.5.2. comply with all applicable laws, regulations and best practices concerning data protection and privacy; and

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- 16.5.3. implement and maintain appropriate safeguards against the risks to the Personal Information identified by the Recruiter.
- 16.6. In the event that cross border transfer of personal information is required in the course of the performance of the Services, the Recruiter shall hereby obtain such consent to the transfer and agrees that it has the consent of the Job Seeker (Data Subjects) to conduct such transfers.
- 16.7. Notwithstanding any other terms in this Agreement, the Recruiter indemnifies Ejoobi, its directors, agents, partners and employees from and against, any and all liabilities, obligations, losses, damages, claims, actions and or civil suits, and any and all reasonable costs, expenses and disbursements (including legal fees and expenses on an attorney and client scale) of any kind and nature whatsoever which may be imposed on, incurred by or asserted against Ejoobi in any way relating to or arising out of the Recruiter's non-compliance with applicable data protection laws.

17. INTELLECTUAL PROPERTY

- 17.1. The Recruiter acknowledges that any and all of the Intellectual Property Rights of Ejoobi or of a third party, as the case may be, used or embodied in or in connection with the Software and the Platform and related documentation are and will remain the sole property of Ejoobi or the third party.
- 17.2. The Recruiter shall not question or dispute the ownership of such rights at any time during the continuation of this Agreement or thereafter.
- 17.3. Upon the termination of this Agreement for whatever reason, the Recruiter shall refrain from accessing or using the Platform and shall erase or destroy all Data gained from the Platform that the Recruiter has in its possession.
- 17.4. Ejoobi warrants that the Software and Platform do not infringe any third party patent, copyright, trademark or any other intellectual property rights.

18. SUSPENSION AND TERMINATION

- 18.1. Ejoobi shall be entitled to disconnect or suspend access to the Platform as provided for in this Agreement.
- 18.2. Ejoobi shall be entitled to terminate this Agreement 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:
 - 18.2.1. if the Recruiter fails to remedy a non-payment breach within fourteen (14) days of written notice;
 - 18.2.2. 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 identification numbers, permitting a third party to use the password or username of the Recruiter or allowing a third party to access or use the Platform..
 - 18.2.3. if the Recruiter assigns, transfers (or attempts the same) any rights granted in terms of this License Agreement;

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- 18.2.4. if the Recruiter fails to remedy a breach in terms of this Agreement within fourteen (14) days' written notice;
- 18.2.5. as otherwise provided for in this Agreement.
- 18.3. Either party shall be entitled to terminate this Agreement by providing the other party with thirty (10) calendar days' prior written notice, provided that the Recruiter acknowledges and agrees that the access to the Platform will be terminated ten (10) days from the date of such notice.
- 18.4. This License is effective until terminated. The Recruiter's rights under this License will terminate immediately and automatically without any notice from Ejoobi if the Recruiter fails to comply with any of the terms and conditions of this License.

19. CONSEQUENCES OF TERMINATION

- 19.1. All information contained within the Recruiter's Database will be permanently deleted after termination of the account or suspension of services. Ejoobi will not perform any backups either physical or digital of the data contained in the Recruiter's Database
- 19.2. 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 Ejoobi may have under this Agreement or in law.
- 19.3. 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 in terms of Clause 8 (License Fees).
- 19.4. All Optional Service credits connected to or associated with an account are automatically lost upon termination of the account.

20. BREACH

- 20.1. Should either Party ("Defaulting Party") breach of any of the provisions of this Agreement, then the other Party ("Aggrieved Party") may give the Defaulting Party at least fourteen (14) days' written notice in order to remedy the breach. If the Defaulting Party fails to comply with the notice, the Aggrieved Party may:
 - 20.1.1. claim immediate payment and/or specific performance by the Defaulting Party of all of the Defaulting Party's obligations that are due for performance; or
 - 20.1.2. cancel the Agreement upon written notice to the Defaulting Party where the breach constitutes a material breach, without prejudice to the Aggrieved Party's right to claim damages or to exercise any other rights that the Aggrieved Party may have under this Agreement or in law.

21. DISPUTE RESOLUTION

- 21.1. In the event that a dispute arises between Parties on a matter arising out of this Agreement or its interpretation or Parties rights and duties under this Agreement, its cancellation or matters related to its cancellation, the dispute will be referred to mediation first and then arbitration in accordance with the latest rules of the Arbitration Foundation of Southern Africa. Arbitration will be held:
 - 21.1.1. in Johannesburg, South Africa;
 - 21.1.2. in the English language;
 - 21.1.3. with only the legal and other representatives of the Parties present; and
 - 21.1.4. in terms of the Arbitration Act 42 of 1965
- 21.2. The arbitrator shall be, if the dispute is principally:
 - 21.2.1. A legal matter, a practicing senior advocate or attorney of Johannesburg of at least fifteen (15) years' standing;
 - 21.2.2. An accounting matter, a practicing charter accountant of Johannesburg of at least fifteen (15) years' standing;
 - 21.2.3. Any other matter, an independent person who is an expert in the field in which the dispute has arisen.
- 21.3. If the Parties fail to agree whether the dispute is principally a legal, accounting or other matter within five (5) business days after the referral of the dispute to arbitration, the matter shall be deemed to be a legal matter.
- 21.4. If either Party is dissatisfied as to the decision of the single arbitrator, such Party may by notice in writing to the other Party within ten (10) days of the decision, refer the dispute to an arbitration appeal panel consisting of three arbitrators.
- 21.5. The decision of the arbitrator (or the arbitrator appeal tribunal as the case may be), shall be final and binding on the Parties and may be made an order of court at the instance of either of the Parties. However, either Party may take the arbitrator's award on review if such Party has a reasonable belief that legal grounds exist for taking the arbitrator's award on review.

22. DISCLAIMER

- 22.1. Ejoobi shall not be prevented or restricted by anything in this Agreement from providing access to the Platform and/or any other services to any other Recruiter or prospective Recruiters.
- 22.2. Although Ejoobi performs a review of the Data which a Job Seeker submits to the Database, Ejoobi is not responsible for ensuring that the Data submitted by the Job Seeker is accurate, complete, up-to-date or lawfully obtained.
- 22.3. The Platform, Core Services and Optional Services are provided "as is" and Ejoobi makes no express or implied warranties whatsoever in relation thereto. Without limiting the generality of the foregoing:
 - 22.3.1. Ejoobi does not represent or warrant that the Platform will meet the Recruiter's particular requirements;

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- 22.3.2. Ejoobi does not represent or warrant that the Platform, Core Services or Optional Services will be available in all Jurisdictions in which the Recruiter operates.
- 22.3.3. Ejoobi does not represent or warrant that the Platform will be error free, will be available on a continuous or uninterrupted basis or at any particular time, or will meet any particular criteria of accuracy, completeness, reliability, performance or quality, or the implied warranties of merchantability or suitability for a particular purpose; and
- 22.3.4. Ejoobi does not represent or warrant that the Platform or Data that the Recruiter or may access or download when using the Platform will be error-free, free from viruses or other harmful components.
- 22.3.5. From time to time Ejoobi will preview newly developed functionality and Services for selected Recruiters on the Platform in order to conduct a trial of these functionalities and Services. Such functionalities and Services are provided “as is” and are not subject to assistance from the Ejoobi helpdesk or client manager.

23. LIMITATION OF LIABILITY

- 23.1. The maximum liability of the Parties for all claims arising out of or in connection with the relevant Agreement shall be limited to the cumulative monthly License Fees paid to Ejoobi within the year in which the breach occurred (limited to a total of twelve (12) months). This maximum liability shall be an aggregate liability for all claims from whatsoever source and howsoever arising, whether in contract, delict or otherwise.
- 23.2. To the fullest extent permissible by applicable law, in no event shall Ejoobi, be liable to the Recruiter for any injury, property damage, lost profits, cost of substitute goods or services, loss of data, loss of goodwill, work stoppage, computer failure or malfunction or any other form of indirect, special, incidental, consequential or punitive damages from any causes of action arising out of or related to this License or the Platform, whether arising in delict (including negligence), contract, strict liability or otherwise, whether or not Ejoobi has been advised of the possibility of such damage.
- 23.3. The Recruiter agrees to indemnify and hold harmless Ejoobi and its directors, partners, employees, sub-contractors and agents against any claims made against it, including claims by Job Seekers as a result of the Recruiters’ failure to store or process the Job Seekers Personal Information in accordance with all application South African Data Protection law.
- 23.4. The Recruiter agrees to indemnify and hold harmless Ejoobi and its directors, partners, employees, sub-contractors and agents for any and all costs including legal fees arising from any unauthorised editing, altering or deleting of any Data regarding a Job Seeker by the Recruiter or its employees without the required authorisation from Ejoobi.
- 23.5. The Recruiter further agrees to defend, indemnify and hold Ejoobi, its officers, directors, employees, agents, contractors, and suppliers harmless from and against any claims, damages, actions, losses and liabilities including without limitation: loss of profits; indirect, incidental, special, consequential or punitive damages; and any reasonable legal fees, resulting from:
 - 23.5.1. misuse of the Platform, or Data;

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- 23.5.2. misuse of Jobseekers' Personal Information;
- 23.5.3. violation of any of the terms and conditions of this Agreement;
- 23.5.4. software or computer program malfunctions, errors, failures, delays in computer transmissions or network connections.

24.GENERAL

- 24.1 No waiver of any provision of this Agreement shall constitute a waiver of any other provision(s) or of the same provision on another occasion. Failure of either Party to enforce any provision of this Agreement shall not constitute a waiver of such provision or any other provision(s) of this Agreement.
- 24.2 Should any provision of this Agreement be held by a court of competent jurisdiction to be illegal, invalid or unenforceable, such provision may be modified by such court in compliance with the law giving effect to the intent of the Parties and enforced as modified. All other terms and conditions of this Agreement shall remain in full force and effect and shall be construed in accordance with the modified provision.
- 24.3 This Agreement constitutes the whole Agreement between the Parties and no amendments or additions made by the Recruiter shall be of any force and effect unless it is reduced to writing and agreed to by Ejoobi. This Agreement supersedes all prior negotiations, understandings or agreements between the Parties concerning the subject matter contained herein.
- 24.4 The Parties agree that they will not assign, sell, transfer, delegate or otherwise dispose of this Agreement or any right, duty or obligation under this Agreement without the other Parties' prior written notice and consent.
- 24.5 No agreement varying, adding, deleting from or cancelling this Agreement shall be effective unless reduced in writing and signed by or on behalf of the Parties.
- 24.6 This Agreement may be executed in counterparts, each of which will be an original and which together constitutes the same Agreement.
- 24.7 The cost for the negotiation, preparation and drafting of this Agreement shall be borne by Ejoobi.
- 24.8 If either Party is prevented from performing their obligations for a continuous period in excess of thirty (30) days due to an event beyond their reasonable control (including but not limited to an event of terrorism, social disorder, strike, accident, war, social disturbance, fire or extreme weather conditions), the other Party may terminate the Agreement immediately on service of written notice on the Party so prevented in which case the Parties shall make such financial adjustment between them as may be equitable.
- 24.9 This Agreement shall be governed by and construed in accordance with the laws of the Republic of South Africa without giving effect to any choice of law or conflict of law provisions. The Parties consent to the jurisdiction of the relevant competent court. If any of the Parties employ attorneys to enforce any rights arising out of or relating to this Agreement, the prevailing Party (Parties) shall

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be entitled to recover its reasonable attorneys' fees, costs and other expenses on an attorney and own client basis, where applicable, and on the attorney and client scale otherwise.

ANNEXURE 1: CORE SERVICES

- *Please refer to the platform by logging in to view the services on the Dashboard.*

ANNEXURE 2: PLAN OPTIONS AND ASSOCIATE LICENCE FEES

- *Please refer to the platform by logging in to view the packages.*

ANNEXURE 3: OPTIONAL SERVICES

- *Please refer to the platform by logging in to view the packages.*