

Recruiter Terms and Conditions

Your agreement with Ejoobi when you use our platforms to source candidates

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Operator: Ejoobi (Pty) Ltd, Reg 2016/324519/07, 161 Allan Road, Glen Austin, Midrand, 1685, South Africa (“Ejoobi”, “we”, “us”).

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These Terms and Conditions (the “Terms”) govern access to and use of the Ejoobi platforms by recruitment agencies, labour brokers, employment consultancies, and direct employers (each a “Recruiter”, “you”). They apply to Jobs Available (jobsavailable.co.za), the Ejoobi recruiter portal and mobile app, and any white-labelled or affiliated Ejoobi product made available to you (together, the “Platform”).

By clicking “I accept” during sign-up, you enter into a binding agreement with Ejoobi as contemplated by sections 11 and 13 of the Electronic Communications and Transactions Act 25 of 2002. You confirm that you have authority to bind the organisation you represent. We keep a timestamped record of your acceptance.

These Terms incorporate by reference the Ejoobi Privacy Policy, the Ejoobi Acceptable Use Policy, and the data-protection terms in clause 10 (which mirror the Ejoobi Data Processing Agreement). Together they form the complete agreement between you and Ejoobi for use of the Platform.

1. Definitions

In these Terms:

- “**Authorised User**” means an employee or contractor of the Recruiter permitted by the Recruiter to access the Platform.
- “**Candidate**” means a Job Seeker registered on the Platform.
- “**Candidate Data**” means the personal information of a Candidate accessible to the Recruiter through the Platform.
- “**Data Protection Laws**” means the Protection of Personal Information Act 4 of 2013 (“POPIA”), and — where applicable to a particular processing activity — the EU GDPR, the UK GDPR, and any other data-protection law that applies.
- “**Fees**” means the licence and other fees payable for access to and use of the Platform, as set out on the dashboard at the time of subscription or purchase.
- “**Optional Services**” means any service that is not included in the Recruiter’s core plan and which the Recruiter may purchase separately (for example, additional credits, sponsored vacancy boosts, or background-check requests).

- **“Personal Information”** has the meaning given in POPIA section 1 and includes “personal data” as defined in the GDPR.
- **“Platform”** has the meaning given in the introduction.
- **“Responsible Party”, “Operator”** have the meanings in POPIA (“Controller” and “Processor” are the GDPR equivalents).
- **“Security Compromise”** means a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, Personal Information.

2. Eligibility, sign-up, and verification

2.1 Who can sign up

The Platform is available to recruitment agencies, labour brokers, employment consultancies, and employers that recruit directly. The person who signs up must be a duly authorised representative of the organisation.

2.2 Information you provide

Before access is granted, you will supply the following information for due diligence:

1. company registration certificate (CIPC);
2. current Tax Compliance Status PIN or tax-clearance certificate;
3. BBBEE certificate, if applicable;
4. proof of registered address;
5. identity documents of directors and the designated company representative; and
6. any other reasonable information we request.

2.3 How verification works

Due diligence is performed by an accredited KYC and verification partner that we appoint. By signing up, you consent to the transfer of the documents above to that partner for that purpose. The partner is bound by confidentiality and data-protection obligations at least equivalent to ours. We aim to complete verification within 7 calendar days of receiving all required documents. Access is granted on successful completion. If verification is unsuccessful, you may re-apply once you have addressed the issues raised.

3. Your licence to use the Platform

1. Subject to your continued compliance with these Terms and payment of the Fees, we grant you a non-exclusive, non-transferable, revocable licence to access and use the Platform for your internal recruitment activities during the term.

2. The licence is personal to you. You may not transfer, sub-licence, resell, rent, lease, or otherwise make the Platform available to any third party.
3. You may permit Authorised Users to access the Platform under your account. You are responsible for the acts and omissions of your Authorised Users as if they were your own.

4. What you may, and may not, do on the Platform

4.1 What you may do

- post job advertisements visible to Candidates;
- search, shortlist, and contact Candidates through the Platform's messaging tools;
- invite external candidates to register on the Platform under your account;
- manage your candidate pipeline using the recruiter dashboard;
- purchase Optional Services on a pay-as-needed basis; and
- integrate with your applicant-tracking system through any API access we make available to you.

4.2 What you must not do

- use Candidate Data for any purpose other than recruitment for a bona fide vacancy;
- download, export, copy, sell, rent, lease, or otherwise transfer Candidate Data to any third party without the Candidate's lawful consent and a lawful basis;
- contact Candidates for marketing purposes unrelated to recruitment;
- post a vacancy that does not exist or that you are not authorised to advertise;
- ask a Candidate to pay an upfront fee in exchange for an offer of employment, training, or recruitment;
- harvest, scrape, or crawl the Platform using automated means beyond what we expressly allow through our APIs;
- reverse-engineer, decompile, or attempt to extract the source code of the Platform;
- bypass or interfere with the Platform's security controls;
- use AI-assisted features to generate deepfakes, impersonations, job adverts that breach the Employment Equity Act 55 of 1998, or content that violates the Acceptable Use Policy; or
- use the Platform in breach of any law, including labour law, consumer-protection law, anti-corruption law, sanctions law, or Data Protection Laws.
- not treat Candidate Data as public data or allow unrestricted access to all personnel without a legitimate recruitment-related need to know.

5. Fees and payment

1. The Fees and the scope of your selected plan are set out on your dashboard at the time of subscription. The dashboard display at that moment forms part of these Terms by reference.
2. All Fees are quoted exclusive of VAT, which is added at the rate prevailing on the date of invoice.
3. Subscription Fees are billed monthly or annually in advance, as you have selected. Optional Services are billed at the time of purchase or in arrear, as displayed.
4. Invoices are payable within 7 calendar days of the date of invoice, or by automatic recurring debit or card payment where you have opted in. Late payment may incur interest at the prescribed rate under the Prescribed Rate of Interest Act 55 of 1975.
5. If an invoice remains unpaid for more than 14 calendar days after its due date, we may suspend your access without further notice. Suspension does not relieve you of the obligation to pay Fees outstanding.
6. We may adjust the Fees from time to time. We will give you at least 30 calendar days' prior written notice of any increase. If you do not accept the increase, you may terminate the affected subscription before the new Fee takes effect, without penalty.
7. Optional Service credits are non-refundable once consumed and expire 12 months after purchase, unless otherwise stated on the Platform.
8. Payments are processed by our PCI-DSS compliant payment-gateway provider. We do not store your full card details.

6. Your account and your Authorised Users

1. You are responsible for keeping login credentials confidential, for all activity on your account, and for the acts and omissions of your Authorised Users.
2. You must promptly remove access for any Authorised User who leaves your organisation or no longer needs access.
3. You must immediately notify us at admin@ejoobi.co.za if you suspect unauthorised access to your account.

7. AI-assisted features

Some Platform features use machine-learning and large-language-model technology, supplied by us or by reputable third-party providers, to suggest matches, summarise CVs, draft messages, screen applications against criteria you publish, detect fraud, and improve search relevance. AI features are decision-support tools, not decision-makers.

If you use AI features to draft job adverts, candidate communications, or other content, you remain responsible for that content. You must review AI-generated content before it is published or sent

and must ensure that it complies with these Terms, our Acceptable Use Policy, and applicable law (including the Employment Equity Act 55 of 1998 in respect of non-discriminatory job adverts).

We do not use confidential search history, proprietary content you upload, or Candidate Personal Information to train third-party general-purpose AI models, and we contractually prohibit our AI providers from doing so.

Where an automated decision has a legal effect on a Candidate or significantly affects them, the Candidate has the right under POPIA section 71 (and GDPR Article 22, where applicable) to ask for a human to review the decision. You will cooperate with us in handling such requests.

8. Intellectual property

1. We retain all right, title, and interest in and to the Platform, its software, databases, AI models we have developed, the Ejoobi and Jobs Available trademarks and logos, and all associated intellectual property.
2. You retain ownership of the content you upload (job adverts, employer-branding material, internal pipeline notes), and you grant us a non-exclusive licence to host and process that content solely to provide the Platform to you.
3. If you give us feedback or suggestions, you grant us a perpetual, royalty-free licence to use them to improve the Platform, without obligation to compensate or attribute you.

9. Confidentiality

Each of us undertakes to keep confidential all non-public information marked or reasonably understood to be confidential that we receive from the other in connection with the Platform, to use it only for purposes contemplated by these Terms, and to disclose it only to employees, advisers, and contractors who need to know it and are bound by equivalent confidentiality obligations. The obligation does not apply to information that is or becomes public through no breach of these Terms, was rightfully in the receiving party's possession before disclosure, is independently developed, or must be disclosed by law (in which case the receiving party will, where lawful, give prior notice to the disclosing party). The obligation survives termination for 3 years.

10. Data protection how we share responsibility for Candidate Data

10.1 Our roles

1. Ejoobi is the Responsible Party for Candidate Data on the Platform. Ejoobi acts as a Responsible Party in respect of Candidate Data processed for the operation, administration, security and improvement of the Platform. Recruiters act as independent Responsible

Parties in respect of Candidate Data processed for recruitment and hiring decisions. Where Ejoobi processes Candidate Data solely on the Recruiter's documented instructions, Ejoobi acts as an Operator

2. In respect of Candidate Data, you extract from the Platform and use for your own recruitment decisions, you act as an independent Responsible Party in your own right under POPIA.
3. Where Ejoobi processes Personal Information on your documented instructions (for example, hosting your applicant-tracking workspace, sending messages on your behalf, or running an AI screening model on criteria you publish), Ejoobi acts as Operator (and Processor under GDPR where applicable). The Ejoobi Data Processing Agreement (DPA) applies to that processing and is incorporated into these Terms by reference.

10.2 Your data-protection obligations

You warrant and undertake that you will at all times:

- process Candidate Data only for the purpose for which it was collected on the Platform — matching Candidates with employment opportunities;
- rely on a lawful basis recognised by POPIA section 11 (and GDPR Article 6 where applicable) for every processing activity;
- apply appropriate technical and organisational security safeguards — including encryption in transit, access controls on a need-to-know basis, multi-factor authentication for administrative access, and centralised security logging;
- issue and maintain your own POPIA-compliant privacy notice to Candidates, identifying you as a Responsible Party and explaining how you will use the data;
- respond promptly to requests from Candidates exercising their POPIA or GDPR rights, and assist Ejoobi in responding to requests routed through the Platform;
- delete Candidate Data as soon as it is no longer required for the recruitment purpose, and in any event within 12 months of the last substantive interaction with the Candidate, unless the Candidate has expressly consented to a longer period or the law requires longer retention;
- maintain appropriate, reasonable technical and organisational measures as contemplated by section 19 of POPIA;
- where required by law, appoint and maintain an Information Officer and comply with applicable obligations imposed by POPIA;
- not engage a sub-operator (sub-processor) to process Candidate Data without our prior written authorisation; and
- comply with the Data Processing Agreement in respect of any processing carried out on Ejoobi's instructions.

10.3 Cross-border transfers

You must not transfer Candidate Data outside South Africa except where POPIA section 72 is complied with, and — where GDPR applies — a valid transfer mechanism (such as European Commission Standard Contractual Clauses) is in place. You will notify us in advance of any planned cross-border transfer.

Ejoobi may, on reasonable notice and where justified by security, privacy, fraud-prevention or regulatory concerns, request information demonstrating the Recruiter's compliance with this clause

10.4 Monitoring

You consent to Ejoobi monitoring, in a proportionate and lawful manner, logs of Platform activity for the purposes of security, anti-fraud, and compliance enforcement. Such logs may be retained for 12 months.

11. Security Compromise notification

You must notify us at admin@ejoobi.co.za as soon as reasonably possible, and in any event within 48 hours, of becoming aware of any Security Compromise involving Candidate Data. The notice must include, to the extent known: the nature of the compromise, the categories and approximate volume of data and Candidates affected, the likely consequences, the mitigation steps you have taken, and a contact point for further information.

You will cooperate with us in the investigation, mitigation, and remediation of the compromise, and in the notification of the Information Regulator and affected Candidates where required by POPIA section 22.

12. Warranties and disclaimer

1. We warrant that we have the right to grant the licence in these Terms, that to the best of our knowledge the Platform does not infringe any third-party intellectual-property right, and that we will process Personal Information in accordance with POPIA.
2. Subject to clause 12.1 and to any warranty implied by law that cannot lawfully be excluded, the Platform is provided "as is" and "as available". We do not warrant that the Platform will be uninterrupted, error-free, secure against every conceivable threat, or fit for any particular purpose you have in mind. We do not verify the accuracy of information supplied by Candidates beyond the checks disclosed on the Platform.
3. You warrant that you have all necessary corporate authority and licences to operate as a recruitment service provider, that the information you provide during onboarding is accurate, and that you will comply with all applicable laws.

13. Limitation of liability

1. Subject to clause 13.3, the maximum aggregate liability of each party to the other under or in connection with these Terms, for all claims arising in any 12-month period, is limited to the Fees actually paid by the Recruiter to Ejoobi in that 12-month period.
2. Neither party is liable to the other for indirect, incidental, consequential, special, or punitive damages, including loss of profit, loss of goodwill, loss of opportunity, loss of revenue, loss or corruption of data not caused by the other party's breach, or business interruption, even if advised of the possibility.
3. Nothing in these Terms limits or excludes liability for fraud, wilful misconduct, gross negligence, death or personal injury caused by negligence, infringement of the other party's intellectual-property rights, the parties' confidentiality obligations, or any other liability that cannot lawfully be limited.
4. Nothing in this clause excludes either party's liability for direct administrative fines imposed on the other party because of the first party's breach of Data Protection Laws.

14. Indemnities

1. You indemnify Ejoobi against any third-party claim arising from (a) your breach of clause 4.2, (b) your breach of Data Protection Laws or of clause 10, or (c) your misuse of Candidate Data after extraction from the Platform.
2. Ejoobi indemnifies you against any third-party claim that the Platform, used in accordance with these Terms, infringes a third-party intellectual property right registered in South Africa, provided that you promptly notify us, give us sole control of the defence, and provide reasonable cooperation.
3. Each indemnity is subject to the liability cap in clause 13.1, except where law requires otherwise.

15. Term, suspension, and termination

15.1 Term

These Terms start on the date you accept them online and continue for so long as you maintain an active subscription.

15.2 Termination for convenience

Either party may terminate on 30 calendar days' written notice.

15.3 Termination for breach

Either party may terminate with immediate effect if the other party commits a material breach and fails to remedy it within 14 days of written notice.

15.4 Immediate termination by us

We may suspend or terminate immediately if you (a) permit unauthorised access; (b) assign these Terms without our consent; (c) misuse Candidate Data; (d) are placed in business rescue, liquidation, or sequestration; or (e) breach clause 4.2 or clause 10.

15.5 Consequences of termination

On termination:

- your right to access the Platform ends;
- you must immediately delete all Candidate Data you have extracted from the Platform (including from your applicant-tracking system), unless retention is required by law, and certify deletion in writing on request;
- any Fees outstanding remain payable; and
- clauses that by their nature survive termination (including clauses 8, 9, 10, 11, 13, 14, and 16) continue in force.

16. Dispute resolution and governing law

1. These Terms are governed by the laws of the Republic of South Africa.
2. The parties will first try in good faith to resolve any dispute through negotiation between senior representatives within 10 business days.
3. If negotiation fails, the dispute will be referred to mediation under the Arbitration Foundation of Southern Africa (“AFSA”) Commercial Mediation Rules, held in Johannesburg.
4. If mediation fails within 30 days of referral, the dispute will be finally resolved by arbitration under the AFSA Commercial Arbitration Rules, held in Johannesburg, in English, before a single arbitrator (or a panel of three for disputes exceeding ZAR 5,000,000).
5. Nothing in this clause prevents either party from applying to a court of competent jurisdiction for urgent interim relief.

17. Changes to these Terms

We may update these Terms on 30 calendar days’ prior written notice. If you do not accept a material change, you may terminate the affected subscription before the change takes effect, without penalty. Continued use of the Platform after the effective date constitutes acceptance of the updated Terms.

18. General

1. Severability: if any provision is held to be invalid or unenforceable, the remainder of these Terms continues in force.

2. No waiver: a failure to enforce a right is not a waiver of that right.
3. Assignment: you may not assign these Terms without our prior written consent. Ejoobi may assign to an affiliate or successor on prior notice.
4. Entire agreement: these Terms (including the Privacy Policy, the Acceptable Use Policy, the Data Processing Agreement, and the plan details displayed on the dashboard at the time of subscription) constitute the entire agreement between the parties.
5. Notices: notices to Ejoobi must be sent to admin@ejoobi.co.za. Notices to you may be sent to the email address on your account or by in-product notification.
6. Force majeure: neither party is liable for failure to perform caused by events beyond its reasonable control. If a force-majeure event continues for more than 30 days, either party may terminate the affected service on written notice.
7. Sub-contracting: we may sub-contract any of our obligations under these Terms; we remain responsible to you for the performance of those obligations.
8. Counterparts and electronic signature: these Terms may be accepted electronically in accordance with sections 11 and 13 of ECTA, and any acceptance so given is admissible in evidence.
9. Language: these Terms are concluded in English. Any translation is provided for convenience only and the English version prevails in case of conflict.

19. How to contact us

Email: admin@ejoobi.co.za

Phone: +27 10 285 0834

Post: The Information Officer, Ejoobi (Pty) Ltd, 161 Allan Road, Glen Austin, Midrand, 1685, South Africa.

Information Regulator (South Africa): JD House, 27 Stiemens Street, Braamfontein, Johannesburg 2001 POPIAComplaints@inforegulator.org.za

By clicking "I accept" during sign-up, the Recruiter, acting through a duly authorised representative, agrees to be bound by these Terms, the Privacy Policy, the Acceptable Use Policy, and the Data Processing Agreement.