

TERMS AND CONDITIONS MAY 2021

1. INTRODUCTION

1. These terms and conditions govern your use of this website; by using this website, you accept these terms and conditions in full. If you disagree with these terms and conditions or any part of these terms and conditions, you must not use this website.
2. VIZIN GROUP may revise these Terms of Use at any time by updating this page. You should visit this page periodically to review the terms and conditions, to which you are bound.

2. DEFINITIONS APPLICABLE TO ALL USERS

1. "You" and "User" refer to all individuals accessing this Website for any reason.
2. "Website" refers to and includes any part or element, but is not limited to, any of the following Websites:
 1. www.vizin.co.za
 2. www.itnetrecruit.co.za
3. "VIZIN GROUP" refers to the legal entity Vizin Group (Pty) Ltd and IT Network Recruitment and Consulting Services CC. or any division and/or subsidiary of the legal entities, of 1259 Willem Botha Road, Siara Office Park, Office 2 & 3, Wierda Park, Centurion, 0149.
4. "Discriminatory" means offensive, untrue or provocative material based on race, gender, sex, pregnancy, marital status, ethnic or social origin, colour, sexual orientation, age, disability, religion, conscience, belief, culture, language and birth.
5. "Job seeker" means a person seeking employment or alternate employment.

6. "Pornographic" means all the content and actions, simulated or real, graphic or written detailed in Schedules 1, 2, 6, 7 and 11 of the Films and Publications Act 65 of 1996.
7. "Premium Services" means services that VIZIN GROUP offers for a fee, either on a one-time or subscription basis.
8. "Illegal Content" means material that is pornographic, discriminatory, oppressive, racist, hate speech, sexist, defamatory against any User or third party, offensive to any User or group, a violation of a User's or a third party's privacy, identity or personality, copyright infringement, advice and / or guidelines on the circumvention of any technical security measures and / or digital rights management technologies, malicious codes such as viruses and Trojan horses, and content containing any Personal Information of third parties without their express consent and includes hyperlinks or other directions to such content.
9. "Personal Information" means information relating to an identifiable, living, natural person and where it is applicable, an identifiable, existing juristic person, including, but not limited to the factors as defined in the Protection of Personal Information Act 4 of 2013.

3. USER CODE OF CONDUCT

By using our Website you'll be agreeing to these Terms of Use including the code of conduct in this section.

1. General rules

1. Users may not use the website in order to transmit, distribute, store or destroy material:
 1. in violation of any applicable law or regulation;
 2. in a manner that will infringe the copyright, trademark, trade secret or other intellectual property rights of others or violate the privacy, publicity or other personal rights of others; 3.1.1.3 that is defamatory, obscene, threatening, abusive or hateful.

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2. Job Seekers must at all times comply with all applicable legislation, including but not limited to the Labour Relations Act (LRA), 1995, the Promotion of Access to Information (PAIA) Act 2 of 2000, Electronic Communications and Transactions Act (ECT) Act 25 of 2002, the Protection of Personal Information Act (POPI),2013 and anti-discrimination legislation.
3. VIZIN GROUP and its personnel are not liable to you for any loss, damages, costs, claims or expenses which you may suffer due to the unsuitability or conduct of any Job Advertisement to which you applied for, or with whom you correspond via the Website.
4. When you register for an account you must (i) provide accurate and truthful information, and (ii) update such information from time to time as necessary to keep your registration information current and accurate.
5. VIZIN GROUP reserves the right to restrict access to areas of this website, or indeed this entire website, at VIZIN GROUP discretion.
6. If VIZIN GROUP provides you with a user ID and password to enable you to access restricted areas of this website or other content or services, you must ensure that the user ID and password are kept confidential.
7. VIZIN GROUP may disable your user ID and password at VIZIN GROUP sole discretion without notice or explanation.

2. Restrictions on Website usage

1. The following are prohibited with respect to the Website:
 1. using any robot, spider, other automatic device or manual process to monitor or copy any part of the Website;
 2. using any robot, spider and/or automated devices to generate automated postings and/or spam;

3. using any device, software or routine or the like to interfere or attempt to interfere with the proper working of the Website;
4. taking any action that imposes an unreasonable or disproportionately large load on the Website infrastructure;
5. accessing the Website by any means other than through the interface that is provided by VIZIN GROUP or attempting to access the Website without first logging in through the Website log-in page;
6. copying, reproducing, altering, modifying, creating derivative works, or publicly displaying any content from the Website without VIZIN GROUP 's prior written permission;
7. reverse assembling or otherwise attempting to discover any source code relating to the Website or any tool therein, except to the extent that such activity is expressly permitted by applicable law notwithstanding this limitation; and
8. attempting to access any area of the Website to which access is not authorized
9. access by a User who is less than 16 (sixteen) years of age.

3. Copyright and Intellectual Property Rights

All rights in/to the content of this Website is reserved and retained by the owners of such rights. Users of this Website are not granted a license or any other right including without limitation under Copyright, Trade Mark, Patent or Intellectual Property Rights in/or to the content.

4. Privacy

1. You should carefully read our full Privacy Policy before using the Website as it is hereby incorporated into this agreement by reference, and governs our treatment of any information, including personally identifiable information you submit to Vizin Group.
2. Please note that certain information, statements, data, and content (such as photographs) which you may submit to VIZIN GROUP are likely to, reveal

your gender, ethnic origin, nationality, age, and/or other personal Information about you.

3. You acknowledge that your submission of any information, statements, data, and content to us is voluntary on your part and that VIZIN GROUP may process such information, within the terms of the Privacy Policy and pursuant to this agreement, in particular section 4.
4. You acknowledge that you are over the age of 16 (sixteen) years old.
5. VIZIN GROUP treats your personal data confidentially at any time. We only use or publish it, when necessary under these Terms of Use. Each collection and processing of user's personal data occurs considering applicable data protection law.

5. **Limitation of Liability**

1. Neither VIZIN GROUP nor any of our subsidiaries, affiliated companies, suppliers, employees, shareholders, or directors ("VIZIN GROUP Affiliates") shall be cumulatively liable according to statutory law damages, a) resulting from an injury of life, body or health being based on a breach of duty by VIZIN GROUP , a legal representative or a vicarious agent of VIZIN GROUP , b) resulting from the lack of a condition guaranteed by VIZIN GROUP , c) caused by intent or gross negligence, also by our statutory representatives and vicarious agents, as well as d) caused by malicious conduct of VIZIN GROUP .
2. A possible liability arising from product liability, insofar as there are special legal regulations in the legal system applicable, remains unaffected.
3. Any further liability of VIZIN GROUP shall be excluded.
4. VIZIN GROUP shall not be liable because of statutory provisions in the event of slight negligence. Insofar as the liability of VIZIN GROUP is excluded or restricted, this also applies to the personal liability of the legal representatives, executives and vicarious agents of Vizin Group.

5. VIZIN GROUP will not be liable to you (whether under the law of contract, the law of torts or otherwise) in relation to the contents of, or use of, or otherwise in connection with, this website:
 1. to the extent that the website is provided free-of-charge, for any direct loss;
 2. for any indirect, special or consequential loss; or
 3. for any business losses, loss of revenue, income, profits or anticipated savings, loss of contracts or business relationships, loss of reputation or goodwill, or loss or corruption of information or data.

These limitations of liability apply even if VIZIN GROUP has been expressly advised of the potential loss.

6. Other parties

1. You accept that, as a limited liability entity, VIZIN GROUP has an interest in limiting the personal liability of its officers and employees. You agree that you will not bring any claim personally against VIZIN GROUP officers or employees in respect of any losses you suffer in connection with the website.
2. Without prejudice to the foregoing paragraph, you agree that the limitations of warranties and liability set out in this website disclaimer will protect VIZIN GROUP officers, employees, agents, subsidiaries, successors, assigns and sub-contractors.

7. Disclaimer

1. The Vizin Group -Platforms contain a considerable amount of information and services on career and profession for candidates and users of the VIZIN GROUP -Platforms. The services include, notably making published job advertisements accessible for you, providing technical tools for the application process, as well as information on their proper use.
2. www.vizin.co.za/www.itnetrecruit.co is a web service which carries job advertisement and CV content independently published on the Vizin Group website (the "Website").

3. The Website and its contents are provided on an "as is" basis without any warranties of any kind, either express or implied. Without limiting the generality of this clause, the following warranties are expressly excluded: warranty of merchantability, quality, or fitness for particular purpose, compatibility of the Website with your technology, equipment or software, uninterrupted or error free functionality of the Website, and non-infringement of any rights. VIZIN GROUP makes no representations and no warranties about the accuracy, reliability, completeness or timeliness of the material, services, software, text, and graphics set out on the Website. Insofar as the Website contains links to any other internet websites, you acknowledge and agree that VIZIN GROUP does not have control over any such website and VIZIN GROUP shall therefore not be liable in any way for the contents of any such linked website, nor for any costs, expenses, losses or damages of any nature whatsoever arising from your access and/or use of any such website. Your user content must not be illegal or unlawful, must not infringe any third party's legal rights, and must not be capable of giving rise to legal action whether against you or VIZIN GROUP or a third party (in each case under any applicable law).
4. You must not submit any user content to the website that is or has ever been the subject of any threatened or actual legal proceedings or other similar complaint. VIZIN GROUP reserves the right to edit or remove any material submitted to this website, or stored on VIZIN GROUP servers, or hosted or published upon this website.
5. Notwithstanding VIZIN GROUP rights under these terms and conditions in relation to user content, VIZIN GROUP does not undertake to monitor the submission of such content to, or the publication of such content on, this website.

8. Force Majeure

1. VIZIN GROUP is not responsible for any delay in or failure to comply with its obligations in terms of these terms and conditions to the extent that such delay or failure is caused by events or circumstances beyond VIZIN GROUP's reasonable control, which VIZIN GROUP could not reasonably have provided against before entering into these terms and conditions, and which, having arisen, VIZIN GROUP could not reasonably have avoided or

overcome, including but not limited to natural catastrophes, riot, invasion, or a failure of the internet or telecommunications systems.

2. VIZIN GROUP will take all reasonable and necessary steps at its own expense to mitigate the consequences of any force majeure which affects the performance of its obligations in terms of these terms and conditions.

4. SERVICES WE PROVIDE YOU WITH UNDER THIS AGREEMENT

1. Notifications on suitable Job Offers and Services

1. You may subscribe to frequent e-mail notifications through the VIZIN GROUP -Platforms that will alert you about job offers or other services (“Notifications”) that VIZIN GROUP believes may be of interest or relevant for you. The assessment is based on information from your profile, on settings you have made yourself for notifications and/or on your search and your usage behaviour on the VIZIN GROUP -Platforms. You can set up multiple notifications for different job-searches and services. **Please note that if you no longer wish to receive notifications, you must unsubscribe from all notifications you have set up individually, in order to avoid deleting those notifications that you wish to continue to receive.**
2. In order to ensure your authentication, i.e. to avoid unauthorised notification subscriptions on behalf of third parties, we will send you a confirmation e-mail after your first registration, in which we ask you to confirm your registration again by clicking a link in the e-mail. The authentication process is not required if you are logged in as a registered user and set up notifications for suitable job offers or services.

2. Newsletter

1. As part of your user profile you can subscribe to various Newsletters we offer on different subjects. We may also send you email-newsletters regarding VIZIN GROUP 's Services which are similar to VIZIN GROUP 's Services that you already use, if you have not objected to such newsletters. You may at any time object to all of VIZIN GROUP 's newsletters free of charge. We will inform you about your right of objection when we collect your email-address and in the respective newsletter. Should you no longer wish to receive our email messages, please click the unsubscribe link located within each

message. Additionally, you can view and change settings in your user account.

3. User Account

Certain services are only available for registered users of a user account. How to register for a user account is described in section 4.9 below

4. User Profile

You can create a personal profile (“user profile”) within your user account. You can add information to the profile that is related to your CV, as well as your own attachments, such as CV or certificates. If you upload attachments to complete your profile, we analyse their content and structure in an automated process and use this analysis to improve the services we provide to you. We also use the data you provide us with to recommend jobs on our platforms based on your profile data and tailored to your needs or to send you notifications as described in section 4.5. We may also use your profile data to automatically fill out forms for other services and that we offer on our platforms and which may be linked to the user profile, if you wish to use these services.

5. Storage Capacity

We do not guarantee or warrant any minimum storage capacity for your profile. We reserve the right to limit the data volume for data uploads temporarily or permanently, especially if this is necessary for technical or user-friendliness reasons, for example to maintain or optimise the service.

6. Applications through User Account

You can use your profile to apply for jobs offered on the VIZIN GROUP -websites. We use your profile data to automatically fill in certain fields of the application form and you may upload additional files. Once you have clicked on the respective button, we will either, i) store the data you entered in the application form on the

VIZIN GROUP platform so that VIZIN GROUP and its affiliates can access it there, or ii) transmit your application directly to the respective client. If we store your application on our platform

7. Storage of CV Data in your Profile

Information from your applications or information that you provide in order to use VIZIN GROUP services is automatically used to complete your own profile with information, if information is missing. You may change or delete information that has been automatically added to your profile at any time. Depending on the service, you have the option of adding other CVs that you attach to further applications as an additional CV to your profile or replacing the existing CV. You will be informed of this possibility while applying and can add or replace a CV by clicking the corresponding button.

8. Modification and Discontinuation of Services

In order to balance the interests of users and VIZIN GROUP -Customers, to ensure the usability of the platform and to adapt it to the conditions of the market, it is essential to continuously develop the VIZIN GROUP -Platforms. It is therefore possible that services may be modified or discontinued. The user has no legal claim to the continuation of a service, a display or the functionality of the platform. If you do not agree with a modification or discontinuation, your only remedy is to terminate this agreement according to section 4.12 and to refrain from using the VIZIN GROUP platforms.

9. Registration of User Profile

1. If you want to register for and create a User Profile, you must provide a valid email address and a password to us, which we will store. You are also required to upload a CV, or provide the relevant data to complete and have a full User Profile.
2. The agreement for your User Profile between you and us comes into effect when we activate your User Profile. The completion of the registration process

by you only constitutes an offer to enter into a contract. VIZIN GROUP reserves the right to accept or decline the conclusion of the contract in its own discretion. There is no right to claim a conclusion of a contract.

3. You must provide the requested information and data completely and truthfully. You are responsible to keep your contact data (especially your email-address) up to date and to secure that you can be contacted under the address provided and that the email-address is not transferred to another person. Should any of the provided data change, you must adjust and correct the data immediately. In the event of incomplete or false information provided by you, VIZIN GROUP shall have the right, to block your account and the access to our platform temporarily or permanently and/or terminate in accordance with section 4.12 herein.
4. Each User can only create one account. The account is not transferrable.
5. Once the User creates a User Account it is permanently available for the User. It may however be deleted after a certain amount of being inactive. However, the User can terminate this contract anytime and delete his Account via the Account setting or by messaging Vizin Group.

10. No Warranty; Backup Copies

1. We do not warrant the currency, accuracy, completeness, usability, suitability for a certain purpose of content on our Platforms. We also do not warrant for the conclusion of an employment contract between Users of our Platforms as applicants and an employer.
2. VIZIN GROUP does not warrant that the Services offered by us are available at certain times or permanently. Disturbances, interruptions or possible downtimes of the (online) Service cannot be excluded. Because of technical or operational reasons, a temporally limitation of the availability is possible. This is especially possible with regard to the capacity limits, the security or integrity of the data processing systems or the implementation of technical measures, which are necessary for a regular or improved performance.
3. VIZIN GROUP 's servers are backed up regularly and carefully. Nevertheless, data losses are not excluded. Insofar as you transmit or upload data – regardless of the form – we advise you to make backup copies. This also applies to the event that you terminate your contract with us, because we

don't retain a copy of your data after the deletion, subject only to statutory storage obligations.

4. Nothing on this website constitutes, or is meant to constitute, advice of any kind. [If you require advice in relation to any professional matter you should consult an appropriate professional.]

11. Indemnity

You hereby indemnify VIZIN GROUP and undertake to keep VIZIN GROUP indemnified against any losses, damages, costs, liabilities and expenses (including without limitation legal expenses and any amounts paid by VIZIN GROUP to a third party in settlement of a claim or dispute on the advice of VIZIN GROUP legal advisers) incurred or suffered by VIZIN GROUP arising out of any breach by you of any provision of these terms and conditions[, or arising out of any claim that you have breached any provision of these terms and conditions].

12. Term and Termination

1. The agreement with you regarding the user account and the services provided under it as well as notifications regarding services under this agreement is made for an unlimited period of time. Either party may terminate this Agreement with immediate effect and without cause.
2. If the agreement on the user account or notifications of services ends, we will delete your personal data that we have stored or store your data in anonymous form for analytical purposes, unless processing is required by law and for another purpose.
3. Without prejudice to VIZIN GROUP other rights under these terms and conditions, if you breach these terms and conditions in any way, VIZIN GROUP may take such action as VIZIN GROUP deems appropriate to deal with the breach, including suspending your access to the website, prohibiting you from accessing the website, blocking computers using your IP address from accessing the website, contacting your internet service provider to request that they block your access to the website and/or bringing court proceedings against you.

13. Applicable Law, Place of Jurisdiction and Other Provisions

1. This agreement and its interpretation shall be governed by South African law.
2. If any provision of these Terms of Use is found to be invalid or unenforceable in whole or in part, such provision shall be deemed severable from these Terms of Use and shall not affect the validity and enforceability of any other provision of these Terms of Use. In such event, the invalid or unenforceable provision shall be replaced by a valid and enforceable provision.
3. You consent to the jurisdiction of the Magistrate's Court of South Africa in respect of all disputes arising from or in connection with these terms and conditions. Despite this, VIZIN GROUP may institute proceedings in any other South African Court in which event it will not be limited to costs on the applicable Magistrates' Court scale.