

MUSTARD SEED CAREERS

STANDARD TERMS AND CONDITIONS FOR CLIENTS AND USERS

1. INTRODUCTION

1. Mustard Seed Careers (Pty) Ltd ("MSC") hosts a website under domain name www.mustardseedcareers.co.za ("the Website") for the online marketing of job listings and the advertising of service providers in the recruitment, training and human resource industries (collectively "Advertisements").
2. MSC may amend these standard terms and condition ("STC's") at any time.

2. APPLICATION TO CLIENTS

1. These STC's together with the signed agreement ("the Contract") concluded between MSC and each client who advertises on the Website ("Client").
2. If there is any discrepancy or conflict between these STC's and the Contract, the provisions of the Contract will apply.

3. APPLICATION TO USERS

By logging in, registering on, accessing or using the Website, all persons making use of the Website ("Users") agree to be bound by these STC's, except those provisions which, explicitly or implicitly, only apply to Clients.

4. MSC'S GENERAL OBLIGATIONS AND WARRANTIES

1. MSC must provide the following services to the Clients and Users:
 1. display and market on the Website the Advertisements provided to it by the Client from time to time and subject to the limitations as to the number, type, content and design of Advertisements as reasonably determined by MSC from time to time;
 2. provide a telephonic support service from Monday to Friday, from 08:00 to 17:00, for Clients and Users.
2. **MSC makes no warranties of any kind regarding the standard of the services or the content on the Website and, in particular, MSC does not warrant that:**
 1. **the Website is error-free;**
 2. **the Website will be accessible and operative on a 24 hour-per-day, 7 day-per-week basis; and**
 3. **that any downloads or applications accessed through the Website are free of viruses, Trojans, or other harmful mechanisms.**

5. USE OF THE WEBSITE

1. Each User acknowledges that MSC does not verify or warrant the accuracy or completeness of the Advertisements or other information on the Website.
2. MSC uses "cookies" on the Website to enable it to personalise each User's visits to the Website, simplify the signing-in procedure, keep track of your preferences and to track the usage of the Website. Cookies are small pieces of information that are stored in the hard drive of the User's computer by the browser. The browser will have the option to prevent websites using cookies, but this may reduce the functionality of the Website.
3. No-one may link any page on the Website without MSC's prior written consent. The Website contains links to other third party websites over which MSC has no control. MSC does not recommend any products or services advertised on those websites and the Client/User uses them at its own risk.

6. INDEMNITIES AND WAIVERS

1. Each Client and User hereby acknowledges that:
 1. MSC is not an estate agent, attorney, HR adviser or other professional adviser;
 2. each Client/User is responsible for the negotiation and conclusion of any agreements that may result from the posting or access to Advertisements on the Website;
 3. there is no obligation on a Client/User to make use of any of the service providers advertised on the Website;
 4. MSC does not regulate or take any responsibility for the content, accuracy or completeness of the Advertisements, the Client's/User's information or for the security of the Client's/User's passwords in respect of the Website.

7. DIRECT MARKETING, COOLING OFF PERIOD AND REFUNDS

1. In this clause, a "Direct Marketing Contract" is any contract, including an upgrade of or an extension of a contract, concluded between a Client and MSC as a direct result of MSC approaching that Client, either in person, by mail, phone, fax or sms, for the purpose of promoting or offering to supply a Client with its services pertaining to Advertisements on the Website, but excludes contracts concluded as a result of an approach by a Client to MSC, whether by phone, sms, email or other method.

2. A Client may, without reason, cancel a Direct Marketing Contract, by giving written notice to MSC within 5 business days of concluding the Direct Marketing Contract.
3. Within 15 business days of receiving written notice of cancellation from a Client, MSC will refund the Client the total amount received by the Client in respect of that Direct Marketing Contract.
4. MSC will not commence providing any services in respect of a Direct Marketing Contract until expiry of this 5 business day period unless MSC decides otherwise.
5. Except as set out in clause 7.3, no refunds will be given by MSC in any circumstances.

8. WAIVER

Each User and Client hereby waives any rights or claims it may have against MSC in respect of any loss, liability, damage (whether direct or consequential) or expense of any nature whatsoever, which may be suffered as a result of the User's or Client's use or inability to use the Website or the services or content provided from and through the Website.

9. THE CLIENT'S OBLIGATIONS AND WARRANTIES

1. The Client must, at its cost:
 1. include the information and details on each Advertisement as reasonably specified by MSC from time to time;
 2. ensure that none of the information or Advertisements provided by it to MSC includes any content that:
 1. is false, misleading or incorrect;
 2. may be considered abusive or offensive;
 3. infringes the intellectual property rights of any third person; or
 4. infringes the privacy and protection of personal information rights of any third person;
 3. comply with all applicable legislation, laws and regulations in regard to the conduct of its business and the placement of Advertisements on the Website.
2. The Client warrants that the content, form and design of the Advertisements and other information provided by the Client to MSC does not, and will not, infringe any intellectual property rights of any other person. The Client indemnifies MSC and holds it harmless

against any claim made against it as a result of this warranty not being true or any other breach of these STC's or the Contract.

10. PRIVACY POLICY AND PERSONAL INFO

1. Each User and Client agrees that, by using the Website, they provide MSC with certain personal information, including, without limitation, its name, company details, job search details, addresses, contact numbers, email address, Advertisements, HR statistics, ("Personal Info").
2. MSC collects Personal Info to compile the Website, provide services to the Users and Clients and related purposes. It is mandatory for the Client / User to provide some Personal Info in order to access the Website, as indicated on the Website.
3. By using the Website, each User and Client explicitly consents to MSC using or disclosing the Personal Info in the following circumstances:
 1. for communication purposes from time to time, provided that the User / Client may request to be removed from a communication system;
 2. de-identified or aggregated Personal Info may be used for statistical and data analysis purposes;
 3. to improve the Website, to improve and develop new products, features and services;
 4. in the ordinary course of its business and for promotions and marketing;
 5. for use by its business partners for commercial or marketing purposes;
 6. to any party if it believes that it is required by law or by a court to do so or if MSC believes that this is necessary to prevent or lessen any unlawful or harmful actions.
4. In terms of the Protection of Personal Information Act, 2013, a person about which Personal Info is collected has the right :
 1. of access to and the right to rectify the Personal Info collected;
 2. to object to the processing of Personal Info;
 3. to lodge a complaint to the Information Regulator whose details may be obtained from MSC.

11. CONFIDENTIALITY

1. Each Client and User undertakes to:
 1. keep confidential all information, whether written or oral, concerning the business and affairs of MSC and of each other whether obtained from that party or any third party ("the Information");
 2. not disclose the Information to any person other than its employees, agents and/or consultants involved in the implementation of this agreement, without that party's prior written consent;
 3. use the Information solely in connection with the implementation of this agreement and not for its own benefit or that of any third party; and
 4. keep confidential the terms and conditions of this agreement.
2. The provisions of this clause do not apply to any Information which is:
 1. independently developed by the recipient;
 2. publicly available without breach of this agreement; or
 3. released for disclosure by the disclosing party with its written consent.

12. INTELLECTUAL PROPERTY INDEMNITIES

1. All the content on the Website, including any and all graphics, text, icons, photographs, videos, hyperlinks, private information, designs, trademarks, software, databases, agreements, the name "Mustard Seed" and the associated logo (which are both registered trademarks) the Website source code, copyrights and any modifications and/or upgrades thereto, is the intellectual property of MSC.
2. The Clients and Users must not reverse-engineer or attempt to copy the Website in any way. The Client and Users may not use any automatic device or manual process to monitor or copy any part of the Website.

13. PHOTO AND VIDEO CONTENT

1. To the extent that MSC produces or procures any videos, virtual tours or photographic content, including High Definition videos and High Dynamic Range photography, (collectively "Visual Content") for the Client, at the Client's request and cost:
 1. MSC will at all times own all the copyright and other intellectual property in the Visual Content;
 2. MSC licences the Client to link or use the Visual Content on its own estate agency website and its own social media platforms, provided that the

specific media platform has been approved in writing by MSC in its Acceptable Usage Policy or elsewhere and has not been expressly prohibited by MSC in any document or notification;

3. the Client and the Users may not digitally link, nor permit or direct the placement of, the Visual Content on any other website or digital marketing platform whatsoever, except as set out above.
2. Any breach by the Client of the obligations in this clause will be a material breach of this agreement, entitling MSC to suspend or terminate its service to the Client.
3. MSC may, in its discretion, amend the nature or format of the Visual Content that it makes available for subscription or use by the Client.

14. SUB-CONTRACTING

1. MSC may cede or assign any of its rights or obligations in terms of this agreement or sub-contract any of its obligations in terms of this agreement without requiring the prior consent of the Client/User.
2. The Client/User may not cede or assign any of its rights or obligations in terms of this agreement without MSC's prior written consent.

15. DISPUTES

Either party may refer any dispute which arises out of this agreement to the other party for resolution and the parties must meet within 10 Days thereof to resolve the matter or to agree on alternate dispute proceedings, failing which either party may take any action appropriate. If the parties elect arbitration, the arbitration must be in Durban, before a single arbitrator. This clause does not prevent either party from applying to any court having jurisdiction for appropriate urgent relief.