

## SPAAN ZA (Pty) Ltd

### Terms and Conditions

Last Updated: 26 November 2024

---

#### 1. Introduction

1.1. Welcome to SPAAN ZA (Pty) Ltd ("SPAAN", "we", "us", or "our"). These Terms and Conditions govern your access to and use of our platform, available via USSD and web services ("the Platform").

1.2. By accessing or using the Platform, you agree to comply with these Terms and Conditions. If you do not agree, please refrain from using the Platform.

1.3. SPAAN reserves the right to modify these Terms and Conditions at any time. Changes will be communicated on the Platform. Continued use of the Platform signifies your acceptance of the updated Terms and Conditions.

---

#### 2. Definitions

2.1. **Job Seekers:** Individuals who register on SPAAN to seek employment opportunities.

2.2. **Employers:** Companies, organizations, or individuals that register to post job opportunities and search for candidates.

2.3. **Verification Services:** Processes including ID, qualifications, and criminal background checks to validate user information.

2.4. **Platform:** The SPAAN services provided through the web and USSD application.

2.5. **Content:** Any information, data, or material uploaded, posted, or transmitted by users on the Platform.

---

#### 3. Registration and Account Creation

##### 3.1. Eligibility:

- Users must be 18 years or older to register.
- Employers must be legally authorized to hire or act on behalf of their organizations.

##### 3.2. Account Requirements:

---

- Users must provide accurate and complete registration information.
- Users are responsible for maintaining the confidentiality of their login credentials.

### 3.3. Account Suspension or Termination:

- SPAAN reserves the right to suspend or terminate accounts that violate these Terms and Conditions or engage in fraudulent activities.

---

## 4. Services Provided

### 4.1. For Job Seekers:

- Create and manage profiles, including uploading skills, qualifications, and work history.
- Apply to job opportunities posted by verified employers.
- Access verification services, including ID, qualifications, and criminal checks.
- Generate AI-assisted CVs.

### 4.2. For Employers:

- Create verified profiles to post job opportunities.
- Search for candidates using the Platform's database of verified job seekers.
- Manage job posts, offers, and candidate interactions.
- Leave ratings and reviews for job seekers after engagements.

---

## 5. User Responsibilities

### 5.1. General Responsibilities:

- Users must use the Platform in compliance with applicable laws and regulations.
- Users must not engage in activities that harm the integrity or security of the Platform.

### 5.2. Job Seekers:

- Ensure all information provided is accurate and up to date.
- Respond promptly to employer communications and comply with agreed job terms.

### 5.3. Employers:

- Provide clear, honest, and lawful job descriptions.
- Maintain confidentiality of job seeker information and comply with applicable labour laws.

---

## 6. Verification and Privacy

### 6.1. Verification Services:

- Users consent to verification of their information, which may involve third-party agencies.
- Verification results will be shared with employers as part of the hiring process.

### 6.2. Data Privacy:

- SPAAN complies with the Protection of Personal Information Act (POPIA) to safeguard user data.
- Refer to SPAAN's Privacy Policy for detailed information on data handling and security.

---

## 7. Fees and Payments

### 7.1. Fee Structure:

- Some services, such as verification and premium features, may require payment.
- Fees are clearly communicated before purchase and are non-refundable unless stated otherwise.

### 7.2. Payment Methods:

- Payments can be made via mobile money, EFT, or other authorized channels.

### 7.3. Failure to Pay:

- Non-payment may result in restricted access to services or termination of the user's account.
- 

## **8. Ratings and Reviews**

### **8.1. For Job Seekers:**

- Employers may leave ratings and reviews based on job performance.
- SPAAN reserves the right to moderate reviews to ensure fairness and accuracy.

### **8.2. For Employers:**

- Job Seekers can review employers based on their experience.

### **8.3. Moderation:**

- SPAAN reserves the right to remove defamatory, false, or irrelevant reviews.
- 

## **9. Intellectual Property**

9.1. All content on the Platform, including trademarks, logos, and software, is owned by SPAAN and protected under intellectual property laws.

9.2. Users may not copy, distribute, or modify Platform content without SPAAN's written consent.

---

## **10. Limitation of Liability**

10.1. SPAAN provides the Platform "as-is" and does not guarantee job placements or hires.

10.2. Users agree that SPAAN is not liable for disputes between Job Seekers and Employers or for any indirect damages arising from the use of the Platform.

---

## **11. Termination**

11.1. Users may terminate their accounts at any time by contacting SPAAN support.

11.2. SPAAN reserves the right to suspend or terminate accounts for breaches of these Terms and Conditions.

---

## 12. Governing Law

12.1. These Terms and Conditions are governed by South African law.

12.2. Disputes will be resolved in South African courts.

---

## 13. Contact Information

For inquiries, please contact us at:

**Email:** [info@spaan.co.za](mailto:info@spaan.co.za)

**Phone:** 010 007 7226

**Address:** 35 Ferguson Road, Illovo, Sandton, 2196

