

TERMS AND CONDITIONS

Last Updated: 26 November 2024

1. INTRODUCTION

- 1.1 Welcome to SPAAN ZA (Pty) Ltd ("SPAAN", "we", "us", "our"). These Terms and Conditions ("Terms") govern your access to and use of our online job search platform, which is accessible via USSD and web services ("the Platform").
- 1.2 By accessing, registering, or using the Platform, you acknowledge that you have read, understood, and agree to be bound by these Terms, including our Privacy Policy and Data Protection policies. If you do not agree to these Terms, please refrain from using the Platform.
- 1.3 SPAAN reserves the right to amend these Terms at any time. Any changes will be notified via the Platform or other appropriate means. Continued use of the Platform after amendments signifies your acceptance of the updated Terms.

2. DEFINITIONS

- 2.1 **Job Seekers:** Individuals who register on SPAAN to seek employment opportunities through the Platform.

- 2.2 **Employers:** Companies, organizations, or individuals authorized to post job opportunities and search for suitable candidates.
- 2.3 **Verification Services:** Processes, including ID verification, qualification validation, criminal background checks, and other employment vetting procedures, performed to authenticate user-provided information, often involving third-party agencies.
- 2.4 **Platform:** The SPAAN services provided via the web application and USSD interface, including all associated features, tools, and content.
- 2.5 **Content:** Any data, information, or material uploaded, posted, or transmitted by users through the Platform.

3. REGISTRATION AND USER ACCOUNT CREATION

- 3.1 **Eligibility:** Users must be at least 18 years old to register on the Platform. Employers must be legally authorized to act on behalf of their organizations and have the necessary legal capacity to post jobs.
- 3.2 **Account Registration:** Users must provide accurate, complete, and current information during registration. Users are responsible for maintaining the confidentiality of their login credentials and for all activities conducted through their accounts.

- 3.3 **Account Suspension and Termination:** SPAAN reserves the right to suspend, restrict, or terminate accounts that violate these Terms or engage in fraudulent, unlawful, or unethical activities. Users will be notified accordingly.

4. SCOPE OF SERVICES PROVIDED

4.1 For Job Seekers:

- 4.1.1 Create, update, and manage personal profiles, including uploading skills, work history, and qualifications.
- 4.1.2 Apply for job listings posted by verified employers.
- 4.1.3 Access verification services, including ID validation, criminal checks, and qualification authentication.
- 4.1.4 Generate AI-assisted CVs and other career-related tools.

4.2 For Employers:

- 4.2.1 Create verified profiles to post job opportunities.
- 4.2.2 Search the Platform's database of verified job seekers.
- 4.2.3 Manage job postings, applications, and candidate communications.
- 4.2.4 Leave ratings and reviews for job seekers after engagements.

5. USER RESPONSIBILITIES AND CONDUCT

5.1 General Responsibilities:

5.1.1 Use the Platform in compliance with all applicable laws, regulations, and these Terms.

5.1.2 Do not engage in activities that could harm, disable, or disrupt the Platform or its operations.

5.2 Job Seekers:

5.2.1 Provide truthful, accurate, and up-to-date information.

5.2.2 Respond timely to employer communications and adhere to agreed job terms.

5.2.3 Understand that providing false or misleading information may result in account suspension or legal action.

5.3 Employers:

5.3.1 Provide clear, honest, and lawful job descriptions.

5.3.2 Maintain confidentiality of applicant information.

5.3.3 Comply with all relevant labour, employment, and data protection laws.

6. USE OF REFERENCE CONTACT DETAILS

6.1 **User Responsibilities and Consent:** By providing contact details of references (including names, phone numbers, email addresses, or other personal information), the user confirms that they have obtained explicit

consent from each reference to share their information with Spaan and other platform users. The user warrants that their references have been informed that their contact details and related information may be used on the platform for employment verification, reference checks, or similar purposes.

- 6.2 **References' Awareness:** The user acknowledges that their references are aware that their contact details have been provided to the platform and may be contacted by other users for verification or employment-related activities.
- 6.3 **User's Indemnity and Limitation of Liability:** The user agrees to indemnify and hold harmless Spaan, its affiliates, officers, employees, and agents against any claims, damages, or liabilities arising from or related to the use, misuse, or incorrect use of reference contact details supplied by the user. Spaan shall not be liable for any claims or damages resulting from the use of reference information provided by users.
- 6.4 **Responsibility for Compliance:** The user is solely responsible for ensuring that all references have provided valid consent and that the use of their contact details complies with applicable laws, including POPIA.

7. VERIFICATION, DATA PRIVACY, AND USER RIGHTS

7.1 Verification Services:

- 7.1.1 Users consent to the verification of their personal information, which may involve third-party agencies, data processors, or verification providers.
- 7.1.2 Verification results will be shared with relevant parties (e.g., employers) as part of the employment verification process.

7.2 Data Privacy and POPIA Compliance:

- 7.2.1 SPAAN processes your personal data in accordance with the Protection of Personal Information Act (POPIA).
- 7.2.2 Our Privacy Policy explains how your data is collected, used, stored, shared, and protected.
- 7.2.3 Users have the right to access their personal data, request correction, deletion, or object to certain processing activities, in accordance with POPIA.

7.3 Rights of Users under POPIA:

- 7.3.1 You have the right to request access to your personal information held by SPAAN.
- 7.3.2 You may request correction or deletion of your data.
- 7.3.3 You can object to processing or withdraw consent, subject to legal and contractual obligations.
- 7.3.4 To exercise these rights, contact our Data Protection Officer at:
- 7.3.5 Email: info@spaan.co.za

Phone: 010 500 7726

7.3.6 **Third-party Data Processors:** Personal data may be processed by third-party service providers for verification, hosting, or other platform functions, with contractual safeguards to ensure POPIA compliance.

7.3.7 **Data Security and Retention:** SPAAN implements appropriate technical and organizational measures to safeguard personal data against unauthorized access or loss.

7.3.8 Data will only be retained for as long as necessary to fulfil the purposes outlined in our Privacy Policy, or as required by law.

7.3.9 **Data Breach Notification:** In case of a data breach, SPAAN will notify affected users and relevant authorities within the statutory timeframes under POPIA.

8. FEES, PAYMENTS, AND REFUNDS

8.1 Fee Structure:

8.1.1 Certain services, such as verification, premium features, or advertising, may incur fees

8.1.2 All applicable fees and charges are clearly communicated prior to purchase or activation.

8.2 Payment Methods:

8.2.1 Payments can be made via mobile money, EFT, credit/debit card, or other authorized channels.

8.3 **Non-payment and Default:**

8.3.1 Failure to pay may result in suspension or termination of services or account restrictions.

8.3.2 Refunds are subject to the specific service terms and conditions, and may not be provided unless explicitly stated.

9. **RATINGS, REVIEWS, AND PLATFORM MODERATION**

9.1 **For Job Seekers:** Employers may leave reviews based on job performance and engagement.

9.2 SPAAN reserves the right to moderate reviews for fairness, accuracy, and compliance with applicable laws, including defamation or false statements.

9.3 **For Employers:** Job Seekers may review their experience with employers.

9.4 **Moderation and Content Control:** SPAAN reserves the right to remove, edit, or block reviews or content that are defamatory, false, irrelevant, or unlawful.

9.5 Reviews must adhere to community standards and legal obligations.

10. **INTELLECTUAL PROPERTY RIGHTS**

- 10.1 All content, trademarks, logos, software, and other intellectual property on the Platform are owned by SPAAN or its licensors.
- 10.2 Users may not copy, reproduce, distribute, or modify content without prior written consent from SPAAN, except as permitted by law or these Terms.

11. LIMITATION OF LIABILITY

- 11.1 The Platform is provided "as-is" without warranties of accuracy, availability, or suitability for a particular purpose.
- 11.2 SPAAN is not liable for any damages, losses, or disputes arising from use of the Platform, including but not limited to employment disputes, data breaches, or indirect damages.
- 11.3 Users agree to indemnify SPAAN against claims resulting from their use of the Platform or violation of these Terms.

12. TERMINATION AND ACCOUNT CLOSURE

- 12.1 Users can terminate their accounts at any time by contacting SPAAN support.
- 12.2 SPAAN may suspend or terminate accounts without notice if breaches occur or for unlawful conduct.
- 12.3 Termination does not affect accrued rights or obligations under these Terms.

13. GOVERNING LAW AND DISPUTE RESOLUTION

- 13.1 These Terms are governed by South African law.

- 13.2 Disputes will be resolved in South African courts, with an obligation to attempt amicable resolution prior to litigation.

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14. ACCESS TO INFORMATION AND PAIA

- 14.1 Users have the right to request access to the personal information that SPAAN holds about them, in terms of the Promotion of Access to Information Act (PAIA). Requests should be submitted in writing to [insert contact details], and SPAAN will respond within the statutory period.
- 14.2 A PAIA Manual, which details the types of records maintained, procedures to access information, and fees payable, is available on our website www.spaan.co.za
- 14.3 Users also have the right to request correction, addition, or deletion of their personal data and to object to processing activities where applicable.

15. CONTACT DETAILS

- 15.1 For questions, data access requests, or to exercise your rights under POPIA and PAIA, contact us at:

15.2 Email: info@spaan.co.za

Phone:

