

TERMS OF USE AND PRIVACY

PLEASE READ THESE TERMS OF USE CAREFULLY BEFORE USING THIS WEBSITE. BY USING THIS WEBSITE, OR BY DOWNLOADING OR INSTALLING ANY SOFTWARE AVAILABLE ON THIS WEBSITE, OR BY USING ANY SERVICES MADE AVAILABLE ON OR THROUGH THIS WEBSITE OR THE AFOREMENTIONED SOFTWARE, YOU AGREE TO THESE TERMS OF USE. IF YOU DO NOT AGREE TO THESE TERMS OF USE WITHOUT MODIFICATION, YOU MAY NOT USE THIS WEBSITE OR THE AFOREMENTIONED SOFTWARE OR SERVICES IN ANY MANNER WHATSOEVER.

These Terms of Use make reference to sections of the Electronic Communications and Transactions Act, 25 of 2002 (hereinafter “the ECT Act”), promulgated in the Republic of South Africa, a copy of which may be obtained at http://www.internet.org.za/ect_act.html.

1. INTRODUCTION

- 1.1. These terms and conditions (“**the Terms of Use**”) constitute a binding agreement on all persons that access the www.blurecruiting.co.za or www.casonline.co.za (“**the CAs ONLINE Website**”) websites (together “**the Websites**”) without qualification or exception. By accessing the Websites, you agree to be bound by and accept these Terms of Use.
- 1.2. You acknowledge that you have read and understood these Terms of Use. If you do not agree to any of the Terms of Use, you may not enter, view or make use of the Websites.
- 1.3. Blue Recruiting (Proprietary) Limited (“**BR**”) may, from time to time, amend these Terms of Use without notice to you. Your continued use of the Websites shall constitute your agreement to the amended Terms of Use.
- 1.4. A certificate signed by the administrator of the Websites shall be prima facie proof of the date of publication and contents of any version of these terms of use that may be applicable to a dispute or otherwise.



1.5. It is your responsibility to ensure you are aware of any changes to these Terms of Use.

2. WEBSITE USE

2.1. You agree not to in any way infect the Websites with viruses, worms, 'Trojan' or any other code that has malicious, contaminating or destructive properties. You also shall not damage, interfere with or intercept any data or information contained on the Websites.

2.2. Access to the Websites is made available for information purposes only. No content, information, statement or opinion on the Websites should be construed as financial, legal, recruitment or any other form of advice. You should consult with BR formally if you require such advice.

2.3. BR reserves the right to make any changes to the Websites, the content and/or services offered through the Websites at any time and without notice.

3. LIMITATIONS AND LIABILITIES

3.1. BR makes no warranties, whether express or implied, with regard to the Websites, their contents, reliability, completeness, fitness for purpose, safety, security, accuracy or availability. Without limiting the aforesaid, BR does not warrant that the Websites or any files that may be downloaded from it are free of viruses, worms, 'Trojan horses' or any other code that has malicious, contaminating or destructive properties.

3.2. You assume all responsibility and risk for the use of the Websites. BR shall not be liable for any loss, injury, damage, cost, penalty or claim resulting from the use of the Websites, whether direct, indirect or consequential, and whether or not BR has been advised of or has knowledge of the possibility of such loss, injury, damage, cost, penalty or claim.

3.3. You hereby indemnify BR and hold it harmless against any and all liability, loss, damage, penalty, cost or claim of whatsoever nature suffered by any third party in relation to any act or omission by you in relation to the Websites and the use thereof by you, and/or arising from the provisions of these Terms or Use.



3.4. The Websites may provide hyperlinks to websites or services not controlled by BR. You acknowledge that BR does not control the content of such websites or services and is not liable, in any manner whatsoever, for the access to, inability to access or content available on or through such websites or services. BR makes no warranties whatsoever about third party websites, including but not limited to their information security or privacy practices, their safety for use or their fitness for purpose.

4. AUTHENTICATED USE OF THE CAs ONLINE WEBSITE

4.1. You may only access the CAs ONLINE Website, which requires authentication, with your own user account.

4.2. You may not register more than one user account on the CAs ONLINE Website.

4.3. You may not give your CAs ONLINE Website login credentials to any other person and you may not authorise any other person to use the CAs ONLINE Website using your user account.

4.4. You may not access your user account by using any software other than BR's software or services.

4.5. It is your responsibility to ensure the secrecy of your login credentials.

4.6. Any use of the CAs ONLINE Website authenticated with your login credentials shall be deemed binding on and attributable to you.

4.7. Unless otherwise agreed in writing, BR may suspend or terminate your access to the CAs ONLINE Website or any of BR's services without notice to you, for any reason whatsoever.

4.8. You must notify BR in writing as soon as you become aware of any unauthorised access to your user account, or other breach of security of the Websites or BR's services.

4.9. In terms of section 86 of the ECT Act, you are notified that it is a criminal offence to gain unauthorised access to any restricted areas of the Websites or BR's services or to otherwise interfere with the proper functioning thereof and you agree not to do so.



5. LINKING AND FRAMING

- 5.1. All hyperlinks to the Websites shall be directed at the home page of the relevant website, if applicable, and shall not portray BR or any of its services in a false, misleading, derogatory or otherwise defamatory manner.
- 5.2. Hyperlinks to the Websites shall not imply any association with or any endorsement or sponsorship of any other products or services offered on the website or service that hyperlinks to BR's services.
- 5.3. Any part of the Websites to which hyperlinks are directed must be displayed without alteration of any kind. Specifically, you may not frame or utilise framing techniques to enclose any part or element of BR's services in any manner whatsoever, without BR's express written consent.

6. LINKING TO THIRD PARTY WEBSITES

The Websites may contain links to other websites or services not controlled by BR. You acknowledge that BR has no control over such websites and does not review their content. BR will not be liable for their content or accuracy. Your access to these other websites is solely at your own risk and discretion. BR makes no warranties whatsoever in relation to your access to these websites, including but not limited to their information security or privacy practices, their safety for use or their fitness for purpose.

7. LEGAL COSTS

- 7.1. Should it become necessary for BR to instruct legal representatives to take any steps to enforce any rights in terms of these Terms of Use arising from a breach thereof, the User will be liable for all legal and incidental costs, including legal fees on the attorney and own client scale, collection commission and tracing charges.



8. GOVERNING LAWS

8.1. The Terms of Use and your use of the Websites shall be governed by and construed in accordance with the laws of the Republic of South Africa. You irrevocably and unconditionally consent to the jurisdiction of the courts of the Republic of South Africa in regard to all matters arising from these Terms of Use or your use of the Websites.

9. INFORMATION DISCLOSURE

The following information is disclosed in terms of section 43 of the ECT Act:

Full name and legal status	Blue Recruiting Pty Ltd
Registration number	2014/001282/07
Names of office bearers	GC Marais, JD Hobson
Place of registration	Johannesburg
Physical address	85 Empire Road, Parktown, Johannesburg 2193
Telephone number	010 110 1550
Website address	www.blurecruiting.co.za
E-mail address	contact@blurecruiting.co.za
The physical address where we will receive legal service of documents	85 Empire Road, Parktown, Johannesburg 2193
Alternative dispute resolution code to which we subscribe and how the wording of that code may be accessed electronically (if any)	
Membership of any self-regulatory or accreditation	





bodies to which we belong or subscribe and the contact details of that body (if any)	
Code of conduct to which we subscribe and how that code of conduct may be accessed electronically (if any)	

10. PRIVACY POLICY

10.1. **BR** respects your privacy and your personal information and it takes care to protect your personal information and to keep it confidential. Whenever you use the Websites, contact BR electronically or use any of its services or tools provided on the Websites, BR will collect your personal information.

10.2. Through your use of the Websites, you consent to the collection of your personal information.

10.3. When using the Websites, you consent to the collection, processing and storage of the following information:

10.3.1. any information which you actively submit to BR via the Websites;

10.3.2. your internet protocol address ("IP address");

10.3.3. your history of use of the Websites; and

10.3.4. aggregate and personally non-identifiable information including, but not limited to, your browser type, access times, websites from which you were referred to our services and your activities whilst using our services.

10.4. You consent to the collection of your personal information for the following purposes:-



- for BR to act on or respond to your instructions or requests;
- providing services;
- processing employment applications;
- for sending you marketing and other business development related material which BR believes may be of interest to you;
- for purposes of market research; and
- audit and compliance usage of the Websites.

10.5. BR does not share personal information with third parties unless the person who has submitted the information has authorised us to do so or if we are required to by law.

11. GENERAL

11.1. You warrant your legal capacity and authority to accept these terms of use.

11.2. No omission by BR to timeously or diligently enforce any right under these terms of use shall operate as an estoppel against BR or be deemed to amount to a waiver of that or any other right.

11.3. Each provision of these terms of use shall be severable from the other provisions. Should any provision be found by a court of competent jurisdiction to be invalid or unenforceable for any reason, the remaining provisions of these terms of use shall nevertheless remain binding and continue with full force and effect.

11.4. These terms of use constitute the whole agreement between you and BR relating to the matters dealt with herein and, save to the extent otherwise provided herein or as agreed upon in writing, no undertaking, representation, term or condition relating to the subject matter of these terms of use not incorporated in these terms of use shall be binding on any of the parties.

11.5. You agree that for the purposes of the giving of any notice, the serving of any process and for any other purposes arising from these terms of use, your chosen *domicilium*



address shall be deemed to be any of the physical, postal or email addresses or the cellular telephone number submitted to BR through your use of the Websites.

11.6. BR chooses the addresses set out in **clause 9** above as our *domicilium* address for the purposes of the giving of any notice, the payment of any sum, the serving of any process and for any other purposes arising from these terms of use.
