

## **WEBSITE TERMS OF USE AGREEMENT**

This Agreement will be governed by the Consumer Protection Act 68 of 2008 if the user qualifies as a consumer in terms of the act and insofar as the Electronic Communications and Transactions Act 25 of 2005 does not apply.

### **1 WEBSITE TERMS OF USE**

These Terms ("Terms") govern your ("User") use of the Labapro CC ("Provider") website located at the domain name, RefPro and Reference Pro ("Website"). By accessing and using the Website, the User agrees to be bound by the Terms set out in this legal notice. If the User does not wish to be bound by these Terms, the User may not access, display, use, download, or otherwise copy or distribute Content obtained at the Website.

### **2 UPDATING OF THESE TERMS**

Provider may change, modify, add to or remove from portions or the whole of these Terms. Changes to these Terms will become effective when the changes are posted to this Website. Provider will notify the User of the changes via email or by posting a prominent notice on the Website. The User's continued use of this Website following the posting of changes or updates will be considered notice of the User's acceptance of these Terms, including any changes or updates.

### **3 PROVIDER OF GOODS OR SERVICES DETAILS**

In accordance with the disclosure requirements of the Electronic Communications and Transactions Act ("ECTA"), 25 of 2005, the provider of goods or services offered for sale, hire or exchange by way of an electronic transaction, makes the following information available to consumers:

#### 3.1 Provider is:

- Labapro CC ("provider"), a close corporation duly registered and existing under the laws of South Africa with registration number: 1996/038750/23,
- VAT registration number: 4430169666,
- With its physical address at 76 Heron Road, Nina Park, Pretoria North, 0182
- Tel: 012 546 3874
- Provider's place of registration is 76 Heron Road, Nina Park, Pretoria North, 0182 and
- Provider will accept legal service at 76 Heron Road, Nina Park, Pretoria North, 0182.
- Provider's member and office bearer is: Mr Louis Johannes Jordaan.
- The main business of Provider is the supply of labour consulting and recruitment services;

3.2 Provider's website is [www.refpro.co.za](http://www.refpro.co.za) and its email address is [info@refpro.co.za](mailto:info@refpro.co.za);

#### **4 GOODS OR SERVICES:**

The provider provides an online HR and reference logging and investigation service, which provides a shared platform where an employee's conduct, is logged and displayed when requested with permission of the said employee when applying for a position at another registered user.

#### **5 TERMS OF DOWNLOAD**

5.1 Goods and services offered through this website by Provider are strictly on an "as is" basis.

5.2 User will receive an email with a password and user name within 1 day

5.3 Downloaded files cannot be returned. In case of defect, User must notify Provider within 24 hours of becoming aware of defect by email to the following address [info@refpro.co.za](mailto:info@refpro.co.za).

#### **6 PAYMENTS**

Payment can be made online by credit card through a sufficiently secure payment system, or in the case of Registered Users, by virtue of a monthly debit order that can be arranged by registering for such on the website.

The payment system allows for review, corrections and withdrawal by User prior to placing a final order.

#### **7 COMPLAINTS AND DISPUTES**

Provider offers Users to file complaints via the "Contact us" service of the website [www.refpro.co.za](http://www.refpro.co.za). Currently Provider does not subscribe to any alternative dispute resolution code or mechanism.

#### **8 COPYRIGHT AND INTELLECTUAL PROPERTY RIGHTS**

8.1 Provider provides certain information on the Website. Content displayed at the Website is provided by Provider, its affiliates or subsidiary, or any other third party owners of the content ("Content"). All the proprietary works, and the compilation of the proprietary works, belong to the Provider, its affiliates or subsidiary, or any third party owners of the rights ("Owners"), and the Content is protected by South African and international copyright laws.

8.2 The Providers may make any changes to the Website, these terms, the Content, or to products or services offered through the Website at any times and without notice to the User. All rights in and to the Content is reserved and retained by the Owners. Except as specified in these Terms, the User is not granted a license or any other right including under Copyright, Trademark, Patent or other Intellectual Property Rights in or to the Content. You, the user acknowledge that by visiting the Web Site from time to time, you will become bound to the current version of these Terms and, unless stated in the current version, all previous versions will be superseded by the current version. You are responsible for reviewing the then current version on each visit to the Web Site.

## **9 LIMITED LICENSES TO GENERAL USERS**

9.1 Provider grants the User, a non-exclusive, non-transferable, limited and revocable (reversible) right to access, display, use, download and otherwise copy the current and future Content for personal, non-commercial and information purposes only.

9.2 This Website and the Content may not be reproduced or otherwise exploited for any commercial purpose without the express prior written consent of Provider.

9.3 The license does not allow the User to collect product or service listings, descriptions or other information displayed here, and does not allow any derivative (copied or derived) use of this Website or the Content for the benefit of another merchant. The User may not frame the Website or the Content without the express written consent of Provider.

9.4 Provider and the Owners do not offer products or services to minors. If you are under the age of 18, you may not act upon any offers on the Website.

9.5 Provider and the Owners, their affiliates or subsidiary reserve the right to refuse service, terminate accounts, remove or edit content, or cancel orders in their sole discretion.

9.6 Any unauthorized use terminates this license.

## **10 LIMITED LICENSES TO REGISTERED USERS :**

10.1 Provider allows and processes the registration of certain users ("Registered User") at the Website. If you believe that you are entitled to registration, please contact Labapro CC at the contact details as per clause 25 of these terms.

10.2 Subject to these Terms, a non-exclusive, non-transferable, limited and revocable right is granted to Registered Users to access, display, use, download and otherwise copy the current and future Content for the purposes agreed to by the Registered User and Provider in their respective agreements.

10.3 This Website and the Content may only be: duplicated, copied, visited or otherwise exploited, for the specific purposes set out in this agreement.

10.4 The license does not allow the Registered User to collect product or service listings, descriptions or other information displayed here. It also does not allow any derivative use of this Website or the Content for the benefit of another merchant.

10.5 The Registered User may not frame the Website or the Content without the express written consent of Provider.

10.6 Provider and the Owners, their affiliates or subsidiary reserve the right in their sole discretion to refuse service, terminate accounts, remove or edit content, or cancel orders in their sole discretion.

10.7 Any unauthorized use terminates this license.

## **11 LIMITATION OF LIABILITY:**

11.1 Subject to sections 43(5) and 43(6) of ECTA, and to the extent permitted by law, the Website and all Content on the Website, are provided on an “as is” basis, and may include inaccuracies or typographical errors and Provider Owners, suppliers, employees, directors, partners, affiliates and agents will not be liable for any damage, or loss or liability of any nature incurred by whoever as a result of any action or omission.

11.2 The provider / Owner makes no warranty or representation as to the availability, accuracy or completeness of the Content, or any third-party content accessible via an Internet link.

11.3 Neither Provider nor any holding company, affiliate or subsidiary of Provider or Owners, will be held responsible for any damage of any kind, related to the use of, or the inability to access or use the Content or the Website or any functionality, or of any linked website to the extent permissible by law.

11.4 As registered user you agree and undertake to:

- Obtain written consent from any third party (individual), before conducting any background or credit record search on such party;
- Attach such written consent (as per prescribed consent form supplied by the Provider) before conducting any background or credit record search on any individual;
- The user accepts and understands that any search conducted by the user can be audited at any time by the Provider and or its suppliers / affiliates and if found that proper consent was not obtained, the user can be prosecuted in terms of relevant legislation prohibiting unauthorised access to personal information;
- Stipulate only the true reason/s for termination of employment and refrain from publishing possible defamatory remarks regarding any third party / individual. The user understands that the Provider will not accept any liability for false or incorrect information entered/published by you as a registered user on the website / program;

## **12 PRIVACY, ACCESS TO AND USE OF INFORMATION**

12.1 Provider receives various types of information (“Information”) from Users who access the Website, including personal information as detailed in the Promotion of Access to Information Act (“PAIA”), Act 2 of 2000, and as detailed in section 1 of the ECTA (“Personal Information”).

12.2 Provider may electronically collect, store and use Personal Information, including but not limited to name, contact details, surfing patterns, email, IP address, work history, training and disciplinary records. The Provider voluntarily subscribes to section 51 of the ECTA and endeavours to treat Personal Information received by Provider accordingly.

12.3 Whenever the User is of the opinion that Provider fails to comply with section 51 of the ECTA, the User will contact the Provider by sending an email to [info@refpro.co.za](mailto:info@refpro.co.za). The Provider will review the User’s representations made by email and, if within the Provider’s sole and absolute discretion advise, take corrective action and in any event within 7 days respond to User informing about corrective actions taken, if any.

12.4 Interception of communications; Despite such undertaking, it is possible for Internet-based communications to be intercepted.

- Without the use of encryption, the Internet is not a secure medium and privacy cannot be ensured. Internet e-mail is vulnerable to interception and forging.

- Although every reasonable precaution to ensure the security and confidentiality of information regarding the user of this site has been taken such as secure login, the owners will not be responsible for any damages you or any third party may suffer as a result of the transmission of confidential or disclosed information that you make to the Owners or Provider through the Internet, or that you expressly or implicitly authorize the Owners to make, or for any errors or any changes made to any transmitted information.

12.5 To ensure acquaintance with and awareness of the privacy measures and policies of the Provider, the User is urged to take care to read and understand the underlying privacy clauses incorporated in these Terms.

### **13 PRIVACY - CASUAL SURFING**

13.1 The User may visit the Website without providing any personal information.

13.2 The User accordingly grants express written permission for the Website servers in such instances collecting the IP address of the User computer, but not the email address or any other distinguishing information.

13.3 This information is aggregated (added up) to measure the number of visits, average time spent at the Website, pages viewed, etc.

13.4 Provider uses this information to determine use of the Website, and to improve Content.

13.5 Provider assumes no obligation to protect this information, and may copy, distribute or otherwise use the information.

### **14 PRIVACY - UNSOLICITED INFORMATION**

14.1 If the User posts unsolicited content or other information ("Information") to the Website and does not indicate otherwise the User grants to the Owners a:

- non-exclusive; • royalty-free; • perpetual (everlasting); • irrevocable (irreversible); and • fully sub-licensable,

right to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, and display such Information throughout the world in any media.

14.2 The User grants to the Owners the right to use the name that the User submits in connection with such Information, if they choose. The User warrants:

- that the User owns or otherwise controls all of the rights to the Information that the User posts; • that the Information is accurate; • that by the supply of the Information to Provider; • the User does not violate this Policy and does not infringe the rights of any person or entity; and • that the User indemnifies the Owners for all claims resulting from the receipt by the Provider of the

Information the User supplies to it. 14.3 Provider may monitor and edit or remove any Information, where posted to public pages. The Provider takes no responsibility, and assumes no liability for any Information posted by the User or any third party.

## **15 PRIVACY - SOLICITED INFORMATION THE USER GIVES TO PROVIDER**

15.1 Provider requires certain Personal Information necessary to process transactions if the User requires any of Provider's products or services.

15.2 Provider receives and stores all Information, including Personal Information which the User enters on the Website or gives to Provider, in any other way. The User may choose not to provide certain Personal Information, but that may limit the services or products that the User may wish to obtain from this Provider.

15.3 Provider provides its products and services in conjunction with its affiliates and subsidiaries. In this regard and unless specifically restricted by the User from the license below, the User and when entering into the specific transactions in question expressly grants in writing to the Owners and the Provider a: • non-exclusive; • royalty-free; • perpetual; • irrevocable; and • fully sub-licensable, right to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, and display such Information throughout the world in any media including (insert purposes, eg transact with user, registration of user etc.).

15.4 The User's Information that is required by affiliates and subsidiaries to give effect to transactions that the User choose to enter into, is shared with those entities.

## **16 PRIVACY - PROMOTIONAL INFORMATION**

Provider aspires to provide first-class service to its customers, which requires Provider providing information to the User about new services or special offers. In each instance, the User is provided an opportunity to opt-out of such information circulars. For more information, please call the Provider Help Desk, or send an email to [info@refpro.co.za](mailto:info@refpro.co.za).

## **17 PRIVACY- BUSINESS TRANSFERS**

Provider may enter into business arrangements and its customer base is one of the more valued assets. In such an event, customer Information will be one of the transferable assets.

## **18 PRIVACY- LAWFUL PURPOSES**

When the Provider is served with due legal process requiring the delivery of Personal Information, it has the legal duty to abide by that demand, and will do so. Provider may also impart Personal Information if permitted or required to do so by law.

## **19 PRIVACY-SURVEYS AND STATISTICAL PROFILES**

19.1 Provider understands that efficiency and customer care translates to good service. Provider may periodically conduct online customer care surveys to enable the updating of service standards.

19.2 When it conducts a survey, Provider must inform the User how the information gathered will be used, and provide the User with the opportunity to opt-out from such surveys.

19.3 Despite terms to the contrary, Provider may choose to use Personal Information to compile profiles for statistical purposes and may choose to trade with such profiles and statistical data, as long as the profiles or statistical data cannot be linked to any specific data subject, including the User, by a third party.

## **20 PRIVACY- STORAGE**

Personal Information will be stored for as long as it is used and for at least a period of one year, together with a record of the Personal Information and the specific purposes it was collected for. Personal Information will be destroyed once it has become obsolete (out of date or unusable).

## **21 PRIVACY- INTERCEPTION**

Subject to the Regulation of Interception of Communications Act ("RIC"), Act 70 of 2002, the User agrees that the Provider may intercept, block, read, delete, disclose and use all communications sent or otherwise communicated to the Provider, its employees, directors and agents. User agrees that his or her consent satisfies the requirements of ECTA and RIC for consent in "writing" as defined.

## **22 INDEMNITY BY USER**

The User indemnifies and holds harmless Labapro CC, its directors, officers, employees and agents (after the "Indemnified Parties") against all liability, losses, claims damages, penalties, actions, proceedings or judgments (after collectively referred to as "Losses") arising from the user's use of the Services or the legal rights of third-parties, including: • Infringement of the intellectual property; or • The publishing of any illegal, defamatory or unlawful material at its Website. The user must reimburse the Indemnified Parties for all legal and other costs and expenses, including without limitation attorney's fees on attorney-client scale incurred by any Indemnified Party in connection with investigating, defending or settling any Losses whether or not in connection with pending or threatened litigation in which such Indemnified Party is a party. The Provider will further not be liable for any damage suffered by the user or any third party, which arises out of any unauthorized

access to, alteration of, theft or destruction of the Website or the Content or the Domain Names through accidental or fraudulent means.

### **23. DURATION AND TERMINATION:**

23.1 The User will not be bound by a stipulated period of engagement/ usage;

23.2 Access and usage of the program will be on a month-to-month basis as the User pays monthly prescribed licensing and usage fees;

23.3 The User can terminate usage of the program by giving one calendar month written notice to such effect addressed to the email address stipulated under clause 25 of this Terms and Conditions;

23.4. In case of termination as per clause 23.3, the User will be allowed three calendar months to back-up / remove any information /documentation stored on the program/website. The Provider will offer any possible assistance to this effect, to ensure that information/documentation is transferred to the User successfully. Any information not removed or backed-up by the User, after three calendar months, will be removed/destroyed by the Provider;

23.5 in case of Default payment by the User, the Provider will give notice to the User in writing and give the User seven calendar days to rectify such default payment. If default payment is not rectified within seven calendar days, the Provider will block any functionality of the User on the program and give seven days' written notice of termination, after which clause 23.4 will become applicable.

### **24 CHOICE OF LAW**

24.1 This Website is controlled, operated and administered by Provider from its offices as set out below within the Republic of South Africa.

24.2 These Terms will be governed by the laws of the Republic of South Africa, and the User consents to the jurisdiction of the Pretoria High Court in the event of any dispute.

24.3 If any of the provisions of these Terms are found by a court of competent jurisdiction to be invalid or unenforceable, that provision will be enforced to the maximum extent permissible to give effect to the intent of these Terms, and the remainder of these Terms will continue in full force.

24.4 These Terms constitute the entire agreement between the Provider and the User regarding the use of the Content and this Website.

### **25 CONTACT DETAILS**

In the event that you need to contact Provider for purposes related to these Terms and Conditions, please use the following: Telephone: 012 546 3874 Fax: 086 762 5932 Email: [info@refpro.co.za](mailto:info@refpro.co.za)