

# O-Link Terms and Conditions

## 1. Scope of Application

All services offered by O-Link to the client shall be governed strictly and exclusively on the basis of these terms and conditions of sale. These terms and conditions supercede any terms and conditions stipulated by client irrespective of that stipulated on a client's order.

## 2. The Services

### 2.1

Services to employers are defined as providing a platform where the client can advertise a job offer and recruit talent.

### 2.2

Services to talent are defined as providing a platform where the client can apply for jobs.

## 3. Applicant Quality

### 3.1

The information contained in the applicant's cv are not binding on O-Link.

### 3.2

O-Link does not warrant the suitability for any specific position of any applicant, and in so far as is permitted under the consumer protection act, any product specifications or other information provided by O-Link shall not relieve the client of the need to conduct its own investigations and tests as to the client's suitability. The client shall have no claim against O-Link if the applicants are provided in accordance with the product specifications thereof but are not suitable for any position not specifically advertised.

### 3.3

O-Link facilitates an introduction between the applicant and the client. Should the applicant not report for duty or should the applicant resign, O-Link will not be liable to the client for any losses suffered nor the amounts already paid.

## 4. Price

### 4.1

The price will be as per the package selected by the client when completing the online application or as quoted by O-Link.

## 5. Offer and Acceptance

### 5.1

O-Link offers a variety of packaged solutions online through its web portal. These offers are open to acceptance by the client. When the client selects an online package for O-Link's services, this will be considered an acceptance of the package and a contract will be immediately concluded subject to these terms and conditions.

## 6. Payment

### 6.1

Payment in full is to be made upfront upon order.

### 6.2

In all cases where the client uses a postal banking, electronic or similar service to effect payment, such services shall be deemed to be agent of the client.

### 6.3

#### 6.3.1

Should any amount not be paid by the client on the due date, then the whole amount in respect of all purchases by the client shall immediately become due, owing and payable irrespective of the dates when the goods were purchased and the client shall be liable to pay interest in respect of the amounts unpaid as at the due date at the compound rate of 2% above the prime rate per annum (as defined in 6.3.2).

#### 6.3.2

The term "prime rate" shall mean the prime overdraft lending rate charged by O-Link's bank as certified, in the event of a dispute, by any manager of such bank whose appointment and authority it shall not be necessary to prove and whose decision shall be final and binding.

#### 6.3.3

In the event that any agreement between the client and O-Link is governed by the national credit act ("nca"), then the interest payable by the client shall be the interest rate provided for in the nca.

### 6.5

O-Link may allocate all payments made by the client at the discretion of O-Link.

## 7. Risk

### 7.1

The client shall have no claim against O-Link for damages caused due to loss of profits or otherwise occasioned by the applicant to the client's premises, business or affected third parties. The client must interview and review the applicant and all risk related to the appointment of any applicant put forward to the client by O-Link remains the client's risk.

## 8. Service Delivery

### 8.1

The client will register online through the web portal.

The client will complete a form as fully as possible and choose a package that suits the clients requirements. Once payment is received, the client's job requirements be processed through O-Link's database.

The database short lists a number of applicants and an sms will be sent to all applicants requesting an expression of interest. Only the cv of applicants who have expressed an interest in the position will be sent to the client. These cv's will be delivered within 5 business days.

Support will be provided to arrange an interview, but O-Link cannot guarantee attendance by applicants.

## 9. Buyer's Compliance with Legal Requirements

### 9.1

The client shall comply with all laws and regulations regarding import, transport, storage and use of the goods.

## 10. Liability

### 10.1

O-Link shall not be liable to the client in any manner in the event of impossibility or delay of O-Link supply due to circumstances entirely beyond the control of O-Link, such as but not limited to those described below, and where O-Link informed the client as soon as it became aware of impossibility or delay in the supply.

### 10.2

O-Link shall not be liable to the client for dmag caused by the applicant, or as a result of any other direct or indirect act or omission by the client, its employees or agents resulting in the client being harmed or causing harm to any person or damage to any property.

## 11. Breach

### 11.1

Should the client fail to make any payment of any amount due on due date, or breach any of the other terms and conditions contained herein (all of which are deemed material) or commit an act of insolvency, or allow a

judgment to be entered against it, or be provisionally or finally liquidated or sequestered, or in the opinion of O-Link has a cash flow problem or other financial or commercial difficulty which may in any way whatsoever negatively impact upon the ability of the client to comply with any of its current or future obligations in terms of this or any other contract of the client with O-Link, then O-Link without prejudice to and in addition to its other legal remedies shall be entitled to cancel this contract or any unfulfilled part thereof; or to claim payment of the full price or the balance thereof as the case may be, and failing such payment, O-Link is specifically authorised to repossess all unpaid for goods in the possession of the client.

## **12. Legal proceedings**

### **12.1**

Regardless of the place of execution or performance under these terms and conditions or domicile of the client, these terms and conditions and all modifications and amendments. Hereof, shall be governed by and decided upon and constructed under and in accordance with the laws of the republic of south africa.

### **12.2**

The client hereby submits to the jurisdiction of magistrates court, notwithstanding that the amount of O-Link's claim may exceed the jurisdiction of the magistrates court.

### **12.3**

A certificate issued and signed by any member or manager of O-Link, whose authority need not be proved, in respect of any indebtedness of the client to O-Link or in respect of any other fact, including the fact that such goods were sold and delivered, shall be prima facie evidence of the client's indebtedness to O-Link and prima facie evidence of such other fact and prima facie evidence of the delivery of the goods.

### **12.4**

The client's physical address as disclosed by the cipc, shall be recognized as the client's address for receipt of notices and execution of legal documents for all purposes in terms of this agreement whether in respect of the serving of any court process, notices, the payment of any amount or communications of whatever nature. O-Link chooses its domicilium as postnet benmore, postnet suite 1123, private bag x9, benmore 2010

### **12.5**

All legal costs, including attorney client costs, tracing agent's fees and collection charges which may incur in taking any steps pursuant to any breach by the or enforcement of these terms and conditions.

## **13. Alternative dispute resolution**

### **13.1**

Where a statutory or accredited ombud has jurisdiction in terms of the consumer protection act, all disputes falling under the jurisdiction of said ombud shall be referred to the ombud for a recommendation.

### **13.2.**

Where there is no ombud as contemplated in 19.1, and the dispute is one falling under the consumer protection act, an alternative dispute resolution agent referred to therein shall be appointed to mediate the dispute or, by agreement between the client and O-Link, the dispute will be referred to arbitration as contemplated in 14.3 to 14.6 below.

### **13.3**

O-Link and the client may agree to refer any dispute arising from or in connection with this agreement to arbitration, which arbitration shall be final and binding on both O-Link and the client and shall only be subject to review by the high court if one of the established grounds for review exist and under no circumstances shall the arbitrator's decision be appealed to the high court or any other body.

### **13.4**

When O-Link and the client have agreed to refer the matter to arbitration in terms of 14.3 above, in the interests of a speedy and cost effective resolution of the dispute, a short form or expedited form of arbitration shall be adopted and the rules of the arbitration shall not require that any party prepare and file any documents in a form identical to or similar to that of court pleadings and heads of argument. This informality shall not detract from the onus to commence and the burden of proof, which shall follow the high court practice in this respect.

### **13.5**

The arbitrator must be a person agreed upon by the parties and shall at least hold a tertiary qualification in the technical field of the dispute, except where the dispute relates predominantly to the interpretation of this agreement or any law, regulation, or by-law, in which case the appointed arbitrator shall have at least 10 years practical experience as an attorney in private practice or as an advocate of the high court

### **13.6**

Failing the agreement on the appointment of an arbitrator or the rules of the arbitration, an arbitrator must be appointed by the arbitration foundation of south africa, who shall then finally resolve the dispute in accordance with the rules of the arbitration foundation of south africa.

## 14. General

### 14.1

This contract represents the entire agreement between O-Link and the client and shall govern all future contractual relationships between O-Link and the client and shall also be applicable to all debts, which the client may owe to O-Link prior to the client's signature hereto.

### 14.2

The client acknowledges that it is aware that O-Link's dealers and sales persons have no authority to vary these terms and conditions of sale, and O-Link assumes no liability and shall not be bound by any statements, warranties or representations made by such dealers and or sales persons, save as expressly stated in writing and signed by a manager or a director of O-Link duly authorized thereto whose names are available on request.

### 14.3

No amendment and/or alteration and/or variation and/or deletion and/or addition and/or cancellation of these terms and conditions, shall be of any force or effect unless reduced to writing and signed by, the client, and a director of O-Link. No agreement purporting to obligate O-Link to sign a written agreement to amend, alter, vary, delete, add or cancel these terms and conditions, shall be of any force or effect, unless reduce to writing and signed by the client, and a director of O-Link.

### 14.4

The client acknowledges that no warranties, representations or guarantees have been made by O-Link or on behalf of O-Link, which may have induced the client to sign this agreement.

### 14.5

No relaxation or indulgence which O-Link may give at any time in regard to the carrying out of the client's obligations in terms of any contract shall prejudice or be deemed to be a waiver of any of O-Link's right in terms

Of this agreement.

### 14.6

The client shall not cede its rights nor assign it's obligation in terms hereof without O-Link's prior written consent thereto.

### 14.7

O-Link shall at any time in its sole discretion be entitled to cede all or any of its rights in terms of this application for credit facilities including all terms and conditions to any third party with prior notice to the client.

### 14.8

The client undertakes to notify O-Link in writing within a period of 7 (seven) days of any change of address, change in ownership, name change or any changes in information as set out in this agreement and shall likewise inform the client of any such changes affecting O-Link.

### 14.9

The headings in this document are included for convenience only and are not to be taken into account for the purpose of interpreting this agreement.

### 14.10

Each of the terms herein shall be a separate and divisible term and if any such term becomes unenforceable for any reason whatsoever, then the term shall be severable and shall not affect the validity of the other terms.

### 14.11

Provided that they do not conflict with any of the terms and conditions contained herein, such as general practices, terms and conditions applicable to the industry in which O-Link conducts business shall be applicable to all dealings between O-Link and the client.

## 15. Force majeure

### 15.1

To the extent any incident or circumstance beyond O-Link's control (including natural occurrences, war, strikes, lock-outs, shortages of energy, obstruction of transportation, breakdown of systems or equipment, fire, explosion, acts of government), reduces the availability of services.

(i) be relieved from its obligations under this agreement to the extent that O-Link is prevented from performing such obligations and

(ii) have no obligation to procure goods from other sources. If the aforementioned occurrences last for a period of more than 3 (three) months, O-Link is entitled to withdraw from the agreement without the client having any right to compensation.

## **16. Disclosure of personal information**

### **16.1**

The client understands that the personal information given in the credit application form is to be used by O-Link for the purpose of assessing the client's credit worthiness. The client confirms that the information given is accurate and complete the client further agrees to update the information supplied, in order to ensure the accuracy and completeness of the information given, failing which O-Link will not be liable as a result of any inaccuracies or lack of completeness of information.

### **16.2**

O-Link has the client's consent at all times to contact and request information from any persons, credit bureaus or business, including those mentioned in the credit application form and to obtain any information relevant to the client's credit assessment, including but not limited to, information regarding the amounts purchased from the suppliers per month, length of time the client has dealt with such supplier, type of goods or services purchased and manner and time of payment.

### **16.3**

The client agrees and understands that information given in confidence to O-Link by a third party on the client will not be disclosed to the client.

### **16.4**

The client hereby consents to and authorises O-Link at all times to furnish credit information concerning the client's dealings with O-Link to a credit bureau and to any third party seeking a trade reference regarding the client in his dealings with O-Link.

## **17. National credit act**

In the event that the national credit act ("the nca") applies to any transaction between O-Link and a client, then-

### **17.1**

If any provision of these terms and conditions are in conflict with the nca, such conflicting terms and conditions shall not apply;

### **17.2**

O-Link and the client shall conclude an agreement in compliance with the nca and O-Link shall not be obliged to deliver any goods or provide any services until such agreement is signed;

### **17.3**

The costs and charges which O-Link is entitled to recover from the client shall be the maximum allowed by the nca and O-Link shall be obliged to comply with the nca before instituting any legal proceedings against the client.

## **18. Consumer protection act**

### **18.1**

O-Link recognizes that its clients may be consumers under the consumer protection act and regulations and in so far as any transactions are protected under the consumer protection act, any clause in respect of such transaction in terms of these terms and conditions shall be interpreted in order to give effect to the client's rights. Likewise, the client recognizes and confirms that in so far as they are not in conflict with the consumer protection act and regulations, the client shall perform its obligations under these terms and conditions.

## **19. Notices**

### **19.1**

Any notice or communication required or permitted to be given in terms of this agreement shall be valid and effective only if in writing and if received or deemed to be received by the addressee as stipulated in 19.2 and 19.3 below.

19.2

Any notice to a party sent by prepaid registered post (by airmail if appropriate) in a correctly addressed envelope to it at an address chosen as its domicilium citandi et executandi to which post is delivered shall be deemed to have been received on the 7th business day after posting (unless the contrary is proved).

19.3

Any notice to a party delivered by hand to a responsible person during ordinary business hours at the physical address chosen as its domicilium citandi et executandi shall be deemed to have been received on the day of delivery.

## **20. Compliance**

20.1

In performing its obligations under this agreement the client undertakes to comply with all applicable laws and regulations (in particular, but not limited to, relating to antitrust and anti-corruption).

## **21. Termination**

21.1

This agreement shall commence on the day of last party signing and shall continue for indefinite period unless terminated by either party on two months written notice to the other.