

1. Definitions

1.1. “Ancillary Terms” means all additional terms and conditions applicable to the Website and Services and includes the Privacy Policy

1.2. “Business Days” means any day other than a Saturday, Sunday or statutory public holiday in the RSA.

1.3. “Documents” means any documentation or information inserted into a webform, a User submits on the Website for the purposes of utilising the Services.

1.4. “Law” means any law of general application and includes the common law and any statute, constitution, decree, treaty, regulation, directive, ordinance, by-law, order or any other enactment of legislative measure of government (including local and provincial government) statutory or regulatory body which has the force of law.

1.5. “Loss” means financial loss as a result of the use of any aspect of the Website, claims, damages, liabilities, losses, costs (including legal costs on a scale as between attorney and own client and any additional legal costs) or expenses of any kind, whether direct or indirect, actual, consequential, compensatory, incidental, punitive or special (including damages for loss of business, revenue, profits, data, use, goodwill or other intangible losses) including loss incurred in connection with any litigation, arbitration or administrative proceedings or regulatory enquiry regarding any aspect of the Website.

1.6. “Parties” means EVOLUTRIX GROUP and the User and any reference to “Party” shall be a reference to either of them as the context may require.

1.7. “Privacy Policy” means EVOLUTRIX GROUP’s Privacy Policy, as amended from time to time and found at Privacy Policy.

1.10. “RSA” means the Republic of South Africa.

1.11. “Services” means the recruitment and ancillary services as provided by EVOLUTRIX GROUP through the Website.

1.12. “Terms” means these terms and conditions as contained herein, and amended from time to time.

1.13. “Third Party Offerings” means any websites and/or services offered by third parties and which offerings may or may not be endorsed by EVOLUTRIX GROUP.

1.14. “Third Party Providers” means any third-party service providers who have been appointed by EVOLUTRIX GROUP to assist EVOLUTRIX GROUP with the provision of the Services.

1.15. “User” means any user of the Website.

1.16. “Website” means the website owned by EVOLUTRIX GROUP and situated at [web address].

1.17. "Consultant" means any of the following appointments Independent Contractor, Consultant, Independent Virtual Assistant

2. General

2.1. The use of the Website is governed by these Terms. Each time a user utilises the Website, the User agrees to be bound by these Terms.

2.2. EVOLUTRIX GROUP may change these Terms at any time and will publish the amended and latest version. To the extent that these Terms are amended so as to alter a User's rights in a substantial way materially, EVOLUTRIX GROUP will notify Users of any material change and a User shall be entitled to discontinue using the Website.

2.3. The User confirms acceptance of these Terms as modified, changed, supplemented or updated by EVOLUTRIX GROUP.

2.4. These Terms incorporate all Ancillary Terms, with the User acknowledging that they have read and understand all Ancillary Terms and that the User agrees to be bound to them.

3. Use

3.1. The Website is intended for:

3.1.1. Individuals seeking employment and/or freelancing, independent contracting work and for employers seeking candidates for employment and/or contracting work; and

3.1.2. Other services that may be offered from time to time for Users.

3.2. As a jobseeker or employer, you agree that you are solely responsible for the content of any document and written communication you post to the Website and any consequences arising from such posting.

3.3. Users are prohibited from, without limitation:

3.3.1. Accessing data not intended for such User or logging into a server or account which the User is not authorized to access;

3.3.2. Attempting to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without proper authorisation;

3.3.3. Attempting to interfere with service to any User, host or network, including, without limitation, via means of submitting a virus to the Website, overloading, "flooding", "mailbombing" or "crashing";

3.3.4. Sending unsolicited e-mail, including promotions and/or advertising of products or services;

3.3.5. Forging any TCP/IP packet header or any part of the header information in any e-mail or newsgroup posting. Violations of system or network security may result in civil or criminal liability;

3.3.6. Collection of candidate information and CV's for competitive commercial gain.

3.3.7. Communications or behaviours soliciting a [NAME] client's business;

3.3.8. Submitting, uploading, posting, e-mailing or otherwise transmitting any material that contains software viruses or any other code, files or programmes designed or known to disable, interrupt, or limit the functionality of any computer hardware, computer software, or telecommunications equipment or facilities;

3.3.9. Submitting, uploading, posting, e-mailing, collecting or storing "Personal Information" (as defined in terms of the Protection of Personal Information Act, No 4 of 2013 (as amended)) with respect to third parties except as contemplated by these Terms and then only for the express purpose of providing lawful communication that may reasonably be anticipated by such third parties.

3.3.10. Deleting or revising any material posted by any other person or entity;

3.3.11. Using the Website or Services for any purpose or in any manner that violates any Law including but not limited to scripts, bots and other software, to try to collect information from the Website or to break into any of its servers;

3.3.12. Submitting content that is implicitly or explicitly offensive (including but not limited to behaviour that promotes racism, bigotry, hatred or physical harm of any kind against any individual or group or harasses, incites harassment or advocates harassment of another any group or individual, involves the transmission of promoting or endorsing false or misleading information or illegal activities or conduct that is abusive, threatening, obscene, defamatory or libellous);

3.3.13. Sending unsolicited commercial email, (i.e., "junk mail", "chain letters," or unsolicited mass mailing or "spamming") to Users; and/or

3.3.14. Directly or indirectly, intentionally disrupting or interfering with the Website or Services in any manner that may materially adversely affect EVOLUTRIX GROUP or any third party.

4. Website Job and CV Posting Rules

4.1. Documents shall not contain:

4.1.1. material that infringes on or misappropriates any other intellectual property rights or violates the privacy or publicity rights of others;

4.1.2. keywords or white text keywords (including any words embedded in a Document and hidden from the User);

4.1.3. anything sexually explicit, obscene, libellous, defamatory, threatening, harassing, abusive, or hateful; or

4.1.4. anything embarrassing or offensive to another person or entity.

4.2. You may not use your Document(s) to:

4.2.1. impersonate another person, living or dead;

4.2.2. post false, inaccurate or misleading information;

4.2.3. post advertisements or solicitations of business (including, but not limited to, commission only jobs, franchises, club memberships, distributorships, or anything requiring a monetary investment by the User, including a request for payment to obtain job listings); post chain letters or pyramid schemes; or

4.2.4. post opinions or notices, commercial or otherwise.

4.3. Your Document(s) must contain sufficient detail to convey clearly to the User the nature and requirements of the job opportunity.

4.4. [NAME] is under no obligation to monitor Documents posted on the Website, but it does monitor Documents regularly. Documents found to violate these Terms will be removed at [NAME]'s discretion.

5. Intellectual Property

EVOLUTRIX GROUP retains all right, title and interest in the Website, all copyrights, patents, trade secrets, trademarks, other intellectual property rights, trade names, logos, slogans, custom graphics, button icons, scripts, videos, text, images, software, code, files, content, agreements, policies, information and all other material available on the Website which may not be copied, imitated or used, in whole or in part, without EVOLUTRIX GROUP's written permission. EVOLUTRIX GROUP reserves all rights not expressly granted.

6. Disclaimer

6.1. By using the Website the User acknowledges and agrees that the Website is provided without any representations, warranties, promises or guarantees whatsoever of any kind including, without limitation, any representations, warranties, promises or guarantees regarding the accuracy, currency, completeness, adequacy, availability, suitability or operation of the Website and that the Website is free of viruses, destructive materials or any other data or code which is able to corrupt, compromise or jeopardise the operation or content of a computer system, computer network or a User's hardware or software. EVOLUTRIX GROUP accepts no responsibility for any errors or omissions on the Website.

6.2. EVOLUTRIX GROUP may, at any time, at its sole discretion, suspend or terminate the operation of any aspect of the Website without prior notice.

7. Liability

7.1. [NAME] accepts no responsibility for the accessibility of the Website nor the provision of the Services. In no event will EVOLUTRIX GROUP or EVOLUTRIX GROUP's Affiliates be responsible or liable for any Loss regardless of whether EVOLUTRIX GROUP or any EVOLUTRIX GROUP Affiliates has been advised of the possibility of such Loss, including without limitation any Loss related to the following:

7.1.1. the use or performance of the Website including any fault, delays, interruptions or lack of availability of the Website, including unauthorised access to a User's account;

7.1.2. the veracity of any information that a User provides to EVOLUTRIX GROUP;

7.1.3. the failure to receive in any way the transmission of any data, content or property from a User;

7.1.4. any reliance on, or decision made on the basis of, information or material shown on or omitted from the Website;

7.1.5. any conduct or content of any Third Party Providers and/or any Third Party Offerings; or

7.1.6. the User's violation of these Terms and/or any Ancillary Terms.

7.2. To the fullest extent permitted by Law, the User indemnifies, defends and holds harmless EVOLUTRIX GROUP and EVOLUTRIX GROUP's Affiliates from and against all Loss arising from or related to the above. This indemnity will bind upon and insure to the benefit/obligation of any successors, assigns, heirs and personal representatives of EVOLUTRIX GROUP and the User. The User's obligations contained herein remain operative regardless of whether the User ceases to use any aspect of the Website. EVOLUTRIX GROUP reserves the right to exercise sole control over the defense, at the User's expense, of any claim subject to indemnification pursuant to these Terms.

7.3. Notwithstanding the fact that the Website may refer to Third Party Offerings, such Third Party Offerings are used entirely at the User's risk and [EVOLUTRIX GROUP is not responsible for any Loss, arising from the User's use of Third Party Offerings. EVOLUTRIX GROUP does not endorse, warrant or make any representations about the content, products, services, security or reliability of any Third Party Offerings.

8. Severability

8.1. If any provision of these Terms is found to be invalid under any Law, such provision will be modified, rewritten or interpreted to include as much of its nature and scope as will render it enforceable. If it cannot be so modified, rewritten or interpreted to be enforceable in any respect, it will not be given effect, and the remainder of these Terms will be enforced as if such provision was not included.

8.2. EVOLUTRIX GROUP may assign, transfer, and subcontract its rights and/or obligations under these Terms without any notification. The User is prohibited from assigning, transferring, or subcontracting any rights and/or obligations under these Terms without EVOLUTRIX GROUP's written consent.

9. Dispute Resolution

9.1. The Parties shall use all reasonable efforts to resolve any dispute that may arise under these Terms through good faith negotiations. Each Party shall appoint a nominee to meet at any mutually agreed location to resolve the dispute. In the event that negotiations do not result in a

mutually acceptable resolution, the dispute shall be handled in accordance with the remaining provisions of this clause 9.

9.2. In the event of any dispute failing to be resolved through negotiation as per clause 9.1 above, the said dispute or difference shall be submitted to arbitration in accordance with the provisions set out below. Arbitration will happen in accordance with the rules as set out by AFSA (Arbitration Foundation of Southern Africa).

9.3. Such arbitration shall be held at Cape Town (or with written agreement from EVOLUTRIX GROUP via video conference) and in a summary manner on the basis that it shall not be necessary to observe or carry out the strict rules of evidence or the strict formalities or procedures prescribed under the arbitration laws so that there shall be no written pleadings or evidence or formal discovery of documents, except insofar as required by the arbitrator but otherwise the arbitration shall be conducted according to the procedures prescribed by the arbitration laws of the RSA. Parties will agree on an Arbitrator, failing which AFSA will appoint one.

9.4. Such arbitration shall be held as soon as practicably possible and with a view to it being completed within 21 (twenty-one) Business Days after it is demanded, having regard to any urgency with respect to the matter in issue.

9.5. The arbitrator shall decide the matter submitted to him according to what he/she considers just and equitable in the circumstances and shall have regard to the desire of the parties to dispose of such dispute expeditiously, economically and confidentially.

9.6. The decision of the arbitrator pursuant to the foregoing provisions shall be final and binding.

9.7. The foregoing arbitration provisions shall continue to be binding on the parties notwithstanding any termination or cancellation of these Terms.

9.8. Notwithstanding anything to the contrary herein contained, either Party shall be entitled to apply for urgent relief in any civil court in respect of any matter arising out of these Terms.

10. Laws, regulations and jurisdiction

The use of the Website shall be governed by, and construed in all respects in accordance with the laws of the RSA, and subject to the exclusive jurisdiction of the courts of the RSA.

11. Contact Us

11.1. Any questions or suggestions regarding these Terms, shall be sent via the Contact Us page.

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