

## CV PEOPLE AFRICA WEBSITE TERMS AND CONDITIONS

### Introduction

These terms and conditions govern your use of this website or its aliases; by using this website, you accept these terms and conditions in full. If you disagree with these terms and conditions or any part of these terms and conditions, you must not use this website.

You must be at least 18 years of age to use this website. By using this website and by agreeing to these terms and conditions you warrant and represent that you are at least 18 years of age.

### License to use website

Unless otherwise stated, Cv People Africa (Pvt) Ltd and/or its licensors own the intellectual property rights in the website and material on the website. Subject to the license below, all these intellectual property rights are reserved.

### Acceptable use

You must not use this website in any way that causes, or may cause, damage to the website or impairment of the availability or accessibility of the website; or in any way which is unlawful, illegal, fraudulent or harmful to and not limited to CV People Africa or any other person, body, entity, system or in connection with any unlawful, illegal, fraudulent or harmful purpose or activity.

### Restricted access

Access to certain areas of this website is restricted. CV People Africa reserves the right to restrict access to other areas of this website, or indeed to this entire website, at CV People Africa's discretion.

If CV People Africa (Pvt) Ltd provides you with a user ID and password to enable you to access restricted areas of this website or other content or services, you must ensure that the user ID and password are kept confidential. CV People Africa may disable your user ID and password in CV People Africa's sole discretion without notice or explanation.

## **User content**

In these terms and conditions, “your user content” means material (including without limitation text, images, audio material, video material and audio-visual material) that you submit to this website, for whatever purpose.

You grant to CV People Africa a worldwide, irrevocable, non-exclusive, royalty-free license to use, reproduce, adapt, publish, translate and distribute your user content in any existing or future media. You also grant to CV People Africa the right to sub-license these rights, and the right to bring an action for infringement of these rights.

Your user content must not be illegal or unlawful, must not infringe any third party's legal rights, and must not be capable of giving rise to legal action whether against you or CV People Africa or a third party (in each case under any applicable law).

You must not submit any user content to the website that is or has ever been the subject of any threatened or actual legal proceedings or other similar complaint.

CV People Africa reserves the right to edit or remove any material submitted to this website, or stored on CV People Africa’s servers, or hosted or published upon this website.

Notwithstanding CV People Africa’s rights under these terms and conditions in relation to user content, CV People Africa does not undertake to monitor the submission of such content to, or the publication of such content on, this website.

## **No warranties**

This website is provided “as is” without any representations or warranties, express or implied. CV People Africa makes no representations or warranties in relation to this website or the information and materials provided on this website.

Without prejudice to the generality of the foregoing paragraph, CV People Africa does not warrant that:

- this website will be constantly available, or available at all; or
- the information on this website is complete, true, accurate or non-misleading.

Nothing on this website constitutes, or is meant to constitute, advice of any kind. If you require advice in relation to any [legal, financial or medical] matter you should consult an appropriate professional.

**Security:** No data transmission over the Internet can be guaranteed as totally secure. Whilst we strive to protect such information, we do not warrant and cannot ensure the security of any information which you transmit to us. Accordingly, any information which you transmit to us is transmitted at your own risk. Nevertheless, once we receive your transmission, we will take reasonable steps to preserve the security of such information and ensure its availability.

## Limitations of liability

CV People Africa will not be liable to you (whether under the law of contact, the law of torts or otherwise) in relation to the contents of, or use of, or otherwise in connection with, this website:

These limitations of liability apply even if CV People Africa has been expressly advised of the potential loss.

## Reasonableness

By using this website, you agree that the exclusions and limitations of liability set out in this website disclaimer are reasonable.

If you do not think they are reasonable, you must not use this website.

## Other parties

You accept that, as a limited liability entity, CV People Africa has an interest in limiting the personal liability of its officers and employees. You agree that you will not bring any claim personally against CV People Africa's officers or employees in respect of any losses you suffer in connection with the website.

Without prejudice to the foregoing paragraph, you agree that the limitations of warranties and liability set out in this website disclaimer will protect CV People Africa officers, employees, agents, subsidiaries, successors, assigns and sub-contractors as well as CV People Africa.

## Specific activities

### Back ground check: Terms and conditions

#### Terms

- ⇒ **Jobseeker:** *A Person or group of person seeking employment, the profile holder and the subject of the background check;*
- ⇒ **Background checks:** *An investigation carried out on the jobseeker to unearth new insight, to verify the information provided by the jobseeker and to ascertain the integrity, credibility, skills etc of the jobseeker, by CV People Africa (Pvt) Ltd together with its officers, directors, employees and / or affiliates.*
- ⇒ **The scope of Background checks** *will include but not limited to reference checks, medical checks, criminal record checks, Credit Bureau Reports, Academic Qualifications checks, Employment History, Professional Association Memberships verification, Fit & Proper Screening, ID Verification, Drivers License checks ,Permanent Residency checks, Bank Verification, etc ...;*

## **Conditions**

- ⇒ By creating an "ACCOUNT" on the CV People Africa Website and Database, the jobseeker hereby grants the permission and rights to CV People Africa (Pvt) Ltd together with its officers, directors, employees and affiliates, to carry out background checks on the jobseeker. The jobseeker henceforth allows CV People Africa (Pvt) Ltd together with its officers, directors, employees and affiliates to use the information gathered in determining the jobseeker's employment suitability, and to release and distribute this information to potential and prospective employers. The jobseeker also agrees to having his or her CV released and distributed by CV People Africa (Pvt) Ltd to all potential and prospective employers in the search for employment and potential career opportunities. The jobseeker therefore agrees to indemnify, defend and hold harmless the outcome from the use of the jobseekers' information gathered by CV People Africa (Pvt) Ltd, its officers, directors, employees, agents, and affiliates in determining jobseekers' employability.

## **Unenforceable provisions**

If any provision of this website disclaimer is, or is found to be, unenforceable under applicable law, that will not affect the enforceability of the other provisions of this website disclaimer.

## **Indemnity**

You hereby indemnify CV People Africa and undertake to keep CV People Africa indemnified against any losses, damages, costs, liabilities and expenses (including without limitation legal expenses and any amounts paid by CV People Africa to a third party in settlement of a claim or dispute on the advice of CV People Africa legal advisers) incurred or suffered by CV People Africa arising out of any breach by you of any provision of these terms and conditions, or arising out of any claim that you have breached any provision of these terms and conditions.