# Advertiser Terms

**Version:** 1.12 **Date:** 2026-11-09 **Applies to:** recruitment agencies and employers using the Platform to find candidates or advertise jobs

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## 1. About these terms

### 1.1 Who we are

The Platform is operated by **Tech Genius CC** (registration number **2006/136742/23**, VAT number **4770247395**), a close corporation registered in the Republic of South Africa, with its business address at **c/o Smit & Hugo Prokureurs, 58 Lang street, Kuilsrivier, 7580**.

In these terms, **"we"**, **"us"** and **"our"** mean Tech Genius CC. **"You"** and **"your"** mean the organisation that has an Advertiser account on the Platform.

## 1.2 Definitions

| Term | Meaning |
|---|---|
| **Advertiser** | You — an organisation with an account on the Platform. Where a clause applies only to one type, we say **Recruiter** (a recruitment agency acting for clients) or **Employer** (an organisation hiring for itself). Your account records which you are. |
| **Authorised User** | An individual person you have authorised to use the Platform under your account. |
| **Candidate** | An individual registered on the Platform who has created a Profile and made it searchable by Advertisers, as defined in the Networker Terms. |
| **Credit** | The unit you spend to Reveal a Candidate. |
| **Network** | Your network: everyone who registered through your invitation link, and everyone who registered through theirs, at every level. See clause 4A.1. |
| **Networker Terms** | Our separate terms with individuals registered on the Platform — the "Networker and Candidate Terms" at https://loopi.co.za/terms. Where clause 4A applies one of them to you, it applies as if written here. |
| **Package** | The subscription tier you have taken, which determines your yearly job advertisement allowance, your monthly Credit allocation and the number of Authorised Users permitted. Its allowances apply per **Package year**, and it is paid for quarterly in advance — clause 9.1. |
| **Platform** | The website at https://loopi.co.za, together with any related pages, applications and services we operate. |
| **Reveal** | The event in which you spend Credits and we disclose a Candidate's identifying and contact |

| Term | Meaning |
| --- | --- |
| | information to you. A Reveal in your own Network costs no Credits — clause 4A.4. |

## 1.3 What forms our agreement

1.3.1 These terms, together with our Privacy Policy and the Package you have taken, form the whole agreement between us.

1.3.2 **Your own standard terms do not apply**, whether or not they purport to override these terms, and whether or not we have seen them. Any variation must be agreed by us in writing.

1.3.3 Where these terms and the Privacy Policy differ on how we handle personal information about you or your Authorised Users, the Privacy Policy applies.

1.3.4 **These terms prevail over the Platform itself.** The Platform carries help text, tooltips, guides, dashboard summaries, answers to common questions and similar material describing how the service works. That material is there to be useful. **Where it differs from these terms, these terms apply** — including where it is out of date, or has not yet been updated to match a new version published under clause 1.5.

1.3.5 **This does not displace the commercial terms of your order.** The price, the Package, the number of Credits it carries and their expiry, and anything else we show you when you place or confirm an order, form part of the agreement under clause 1.3.1 and are unaffected by clause 1.3.4. Clause 1.3.4 also does not limit clause 7A.7, which continues to apply to guidance about legal thresholds.

1.3.6 Clause 1.3.4 decides which document governs. It does not exclude any liability or remedy that the law does not allow us to exclude, including under section 41 of the Consumer Protection Act where that Act applies to you. If something in the Platform is wrong, please tell us under clause 15A.1.

## 1.4 When the agreement starts

1.4.1 The agreement starts on the earlier of:

(a) the date you first access the Platform under an Advertiser account; or (b) the date you accept these terms when placing an order.

1.4.2 Where we set your account up for you following an offline order, the agreement starts when we activate the account, and these terms apply from that moment.

1.4.3 Where you purchase online, your order is an offer. We accept it when we confirm the order and payment has been received. An automated acknowledgement of your order is not acceptance.

1.4.4 We may decline any order or application, at our discretion, without giving reasons.

### 1.5 Changes to these terms

1.5.1 We may change these terms by publishing a new version. **The current version is always available at https://loopi.co.za/advertiser-terms**. A new version takes effect on publication, except that a **material** change takes effect **30 days** after publication.

1.5.1A We may tell you about a new version when you sign in, but we do not undertake to do so. It is for you to check the current version from time to time.

1.5.2 The version in force when you last placed an order governs that order.

1.5.3 We record which version you accepted and when, and you can ask us for a copy of that version at any time.

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## 2. Your account and authorised users

2.1 Your account is for **your own business use only**. You may not use it for any other purpose, and you may not use it on behalf of another organisation unless you are a Recruiter acting for a disclosed client.

2.2 Your Package specifies the number of Authorised Users permitted. **Each Authorised User must be one named individual.** You may not create shared or generic logins, and you may not allow more than one person to use the same login.

2.3 Each Authorised User must set their own password and keep it confidential.

2.4 You must not make the Platform or any part of it available to anyone who is not an Authorised User, by any means.

2.5 **You are responsible for everything your Authorised Users do**, and you are liable for any breach of these terms by any of them.

2.6 You must tell us immediately if you believe an account has been compromised, or if an Authorised User leaves your organisation.

2.7 We may record which Authorised User Revealed which Candidate, and when. We use any such record to prevent and investigate misuse, to bill accurately and to support you, and we

use information about how your account uses the Platform to improve it. Clause 12.5 governs what we publish.

2.8 **Recruiters acting for clients.** If you are a Recruiter, you may place advertisements for your clients, and you must record the client each advertisement is for when you create it (clause 6.1.1A). **Your clients may not use your account, or the Platform through you** — they are not Authorised Users, and clause 2.4 applies. You may share an advertisement with the client it is for. You may share Candidate information with a client only as clause 5.4 allows.

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# 3. Subscriptions and Credits

## 3.1 What a Credit is

3.1.1 A **Credit** is a unit of account you spend to Reveal a Candidate. It is not money.

3.1.2 Credits have **no cash value**, are **not refundable**, and **cannot be exchanged for money** at any time, including when this agreement ends.

3.1.3 Credits are **not transferable** — not to another organisation, and not to another account.

## 3.2 How you obtain Credits

3.2.1 Credits are allocated to your account:

(a) **monthly, under your Package** — the number allocated depends on your subscription tier; and (b) **by purchase** — additional Credits you buy.

3.2.2 Purchased Credits are only allocated once payment has been received in full.

3.2.3 Additional Credits are currently purchased by invoice. We will tell you if this changes.

## 3.3 Expiry

3.3.1 Credits allocated under your Package expire **12 months after the date they were allocated**, or when this agreement ends, whichever is earlier.

3.3.1A **Each month's allocation has its own expiry date.** Credits do not all expire together on a single date — the Credits allocated to you in a given month expire 12 months after that month, and the Credits allocated the month after expire a month later. Your account shows the expiry date of each allocation.

3.3.2 Purchased Credits expire **12 months after allocation**. They do not expire when this agreement ends — clause 3.3.2A applies instead.

3.3.2A **Purchased Credits are held if this agreement ends.** If your Package or free trial ends while you still hold unexpired Purchased Credits, you cannot use them while you have no Package, but we keep them on record until they expire under clause 3.3.2. **If you take a Package again before they expire, they are restored to your account** and you can use them as before. Your Network is not restored (clause 4A.8). **This clause does not apply where we end this agreement under clause 9.3 or 9.4 because of your breach**; your Purchased Credits then lapse.

3.3.3 Unused Credits are not refunded on expiry or on termination.

## 3.4 Your Credit balance

3.4.1 Your balance is the total Credits allocated to you, less those spent, less those expired. You can see it, and the transactions making it up, in your account.

3.4.2 You cannot spend Credits you do not have. Where your balance is insufficient, the Reveal will not proceed.

3.4.3 **Which Credits are spent first.** When you spend Credits, we always use the Credits that are closest to expiring. Where two allocations expire on the same date, we use Package Credits before Purchased Credits.

## 3.5 Free and promotional services

3.5.1 We may offer services free of charge, or on promotional terms, from time to time. Any such offer is subject to the conditions we attach to it.

3.5.2 **Free and promotional services may be changed, suspended or withdrawn at any time.** You have no right to require that they continue, and no claim arises from their withdrawal.

3.5.3 **A free trial includes only what we tell you when we offer it, and it does not include any Credits.** To Reveal a Candidate during a free trial, you must buy Credits under clause 3.2.1(b).

3.5.4 **When a free trial ends:**

(a) **if you have taken a Package before it ends**, this agreement continues under that Package, and everything from your trial carries on — including your Network and any Credits you bought; or

(b) **if you have not**, this agreement ends, and your Network ends with it (clause 4A.8). Any Credits you bought are held under clause 3.3.2A and restored if you take a Package before they expire.

# 4. Revealing Candidates

**This clause describes the core of how the Platform works.**

## 4.1 What you see before a Reveal

4.1.1 Candidate Profiles are **anonymous by default**. Before a Reveal you can see where a Candidate is based, what they do and have done, what they are qualified in, what they earn and want to earn, and what they are looking for — but **nothing that identifies them or lets you contact them**.

4.1.2 **Before a Reveal you cannot see anything that identifies a Candidate or allows you to contact them.** That includes, but is not limited to, their name, contact details, identity or passport number, home address, date of birth, the name of their current employer, and their CV.

4.1.3 **A Candidate's CV is not available to you before a Reveal, in any form.** You can see that a Candidate has uploaded one, and you can see the Profile they have filled in, but not the document.

4.1.4 If a Profile, or any other Candidate content, nonetheless reveals identifying or contact information, **you may not use it**. You must tell us, and you must not contact the Candidate other than through a Reveal.

4.1.5 **Profiles vary in how complete they are.** Candidates choose how much of their Profile to fill in, and apart from a few required fields nothing in it is compulsory. **A blank field means the Candidate has not told us, not that the answer is "no"**, and a Candidate who has left a field blank may not be returned when you search or filter on that field.

## 4.2 What a Reveal gives you

4.2.1 A Reveal costs **1 Credit** (or nothing, in your own Network — clause 4A.4) and discloses to you, for one Candidate, the information described in clause 4.1.2 — that is, the information that identifies them and allows you to contact them.

4.2.2 A Reveal happens in one of two ways:

(a) **Headhunting** — you find a Candidate by searching and choose to spend Credits to obtain their details; or (b) **Shortlisting** — a Candidate applies for one of your job advertisements and you shortlist them.

4.2.3 A Reveal is a **one-time disclosure for the purpose of a genuine vacancy**. It is not a licence to retain the information indefinitely, to share it, to resell it, or to add the Candidate to a database or mailing list. Clause 5 governs what you may do with it.

### 4.3 What a Reveal does not give you

4.3.1 We do not warrant that a Candidate will respond to you, is still available, is still employed where their Profile says, or is interested in your opportunity.

4.3.2 We do not warrant that a Candidate's Profile is complete, accurate or current. Candidates are responsible for their own Profiles. Where the Platform shows that a Candidate's identity document has been checked, that means a copy of the document the Candidate supplied has been checked by our staff or by software. It is not a verification with the Department of Home Affairs or any other authority, and we do not warrant that a Candidate is who they claim to be.

4.3.3 We do not warrant any particular number or quality of responses, or any particular volume of suitable Candidates.

4.3.4 **Credits spent on a Reveal are not refunded** in any of the circumstances in clauses 4.3.1 to 4.3.3, or because you decide not to pursue the Candidate.

4.3.5 Credits are refunded only where the Reveal failed for technical reasons on our side and no information was in fact disclosed to you.

### 4.4 Circumvention

4.4.1 You may not attempt to identify or contact a Candidate other than through a Reveal. This includes attempting to identify a Candidate from their anonymous Profile, or by cross-referencing information from other sources.

4.4.2 You may not include contact details in a job advertisement, or use any other means to lead a Candidate off the Platform before a Reveal. Clause 6.4 sets this out in full.

4.4.3 **Breach of clause 4.4 is a material breach.** We may suspend your account immediately, without refund of any Credits or fees.

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## 4A. Your network

4A.1 **You have your own invitation link.** We give you one when we activate your account. Anyone who registers on the Platform through it joins your Network, and so does anyone who registers through *their* link, at every level.

4A.2 **The people in your Network contract with us, not with you.** Each of them registers themselves, accepts the Networker Terms themselves, and decides for themselves whether to become a searchable Candidate. **You may not register anybody on their behalf**, or create or procure registrations for people who did not genuinely choose to join.

4A.3 **There are no referral rewards.** Building a Network earns you no payment of any kind, unless we agree otherwise with you in writing, and nobody in your Network earns anything because of you.

4A.4 **Reveals in your own Network are free.** You may Reveal any Candidate in your Network, at any level, without spending Credits. It is a Reveal for every other purpose of these terms, and **clause 5 applies in full** to what you learn from it.

4A.7 **Inviting people.** Clause A10C of the Networker Terms applies to you. You may invite people you already have a relationship with, such as candidates registered with you, **only where you are lawfully entitled to contact them about this**, and every message must say who it is from, why they are receiving it, and how to stop further messages. You are responsible for those messages under the Protection of Personal Information Act, 2013 and the Electronic Communications and Transactions Act, 2002.

4A.8 **When this agreement ends — including when your Package ends because the next quarter was not paid in advance (clause 9.1A), and when a free trial ends without you having taken a Package (clause 3.5.4)** — your invitation link stops working and **nobody takes over your Network**. **Your Network is not restored if you take a new Package later**: you are given a new invitation link and start a new Network.

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## 5. How you may use Candidate information

**This is the most important clause in these terms for the protection of Candidates, and we enforce it.**

5.1 Candidate personal information disclosed to you is **strictly confidential**. You must store and use it only in accordance with applicable data protection law, and only for the purposes set out in this clause.

5.2 You may use it **only** to contact the Candidate about a specific, genuine vacancy, and to assess them for that vacancy.

5.3 You may **not**:

(a) disclose, forward, sell, licence or otherwise make Candidate personal information available to any third party; (b) add a Candidate to a database, mailing list or talent pool for future or general use, other than your own internal record of that specific application or approach; (c)

use Candidate information for marketing of any kind; (d) use it to approach a Candidate about anything other than a genuine vacancy; (e) allow anyone who is not an Authorised User to access it; (f) use the Platform, or any Candidate information, to build, supply or promote a service that competes with the Platform — including by inviting Candidates to join another platform or database.

5.4 Where you are a **Recruiter acting for a client**, you may disclose Candidate information to that client for the purpose of the specific vacancy the Candidate is being considered for, and only after telling the Candidate you are doing so. The client is then an independent responsible party for that information. You remain responsible to us for your client's compliance.

5.5 You may not create deep links to the Platform, scrape it, or extract data from it by automated means.

5.6 You may not use Candidate information in any way that contravenes the Employment Equity Act 1998, the Protection of Personal Information Act 2013, or any other law.

5.6A **If you are a Recruiter**, you must comply with the Employment Services Act 4 of 2014 and its regulations, including any requirement to be registered as a private employment agency. **You may not charge a Candidate you found or were introduced to through the Platform any fee or other amount**, for any reason connected with finding them work.

5.7 **Transferring personal information outside South Africa** requires a lawful basis under section 72 of the Protection of Personal Information Act, and in most cases the Candidate's consent — including where the transfer is within your own group of companies. Obtaining that basis is your responsibility.

5.8 **We do not provide you with a backup.** We do not undertake to retain any Candidate information for your benefit, and information may be removed from the Platform at any time — in particular when a Candidate deletes their account.

5.9 Where a Candidate deletes their account, we delete their Profile. **We cannot recover information already disclosed to you in a Reveal, and we do not require you to delete it** — but your own obligations under data protection law continue to apply to it, including the retention limitation in section 14 of the Protection of Personal Information Act.

5.10 **If you breach this clause we may suspend or close your account immediately, block your access to Candidate information, and take legal action, without notice and without refund.** We may also notify affected Candidates and the Information Regulator.

5.11 You indemnify us against any claim, loss or cost arising from your breach of this clause.

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# 6. Job advertisements

## 6.1 Content requirements

6.1.1 A job advertisement must contain:

(a) a job title that accurately describes the role advertised; (b) a description of the role, its purpose and its responsibilities; (c) the requirements for the role — qualifications, experience, skills; (d) the location of the work; (e) the standardised job classification, so Candidates can find it.

6.1.1A **Advertisements are anonymous.** We do not show your name or logo on an advertisement, and you must not include in it the name, logo, brand or website of your organisation or of the employer the vacancy is for. A Candidate learns who you are only if you shortlist them. If you are a Recruiter, you must still record the client the vacancy is for when you create the advertisement; we may keep it for our records, and we never show it to Candidates. A breach of this clause is treated in the same way as a breach of clause 6.4.

6.1.2 Advertisements must be in English.

6.1.3 Advertisements must not use excessive capital letters or punctuation, must not use generic repeated titles ("TEMPS, TEMPS, TEMPS"), and must not stuff keywords to manipulate search rankings.

6.1.4 Hidden text, white text, invisible content, tracking codes, and interactive elements we have not provided are prohibited. All content of an advertisement must be directly visible to the Candidate.

## 6.2 Honesty

6.2.1 Every advertisement must be for a **real, currently open vacancy**.

6.2.2 Each vacancy may be advertised **once only**. Posting the same role twice at the same time is prohibited, including where the wording is changed.

6.2.3 If the role is filled or withdrawn, you must remove the advertisement as soon as possible.

6.2.4 If the role is self-employed, freelance, commission-based or telesales, that must be stated clearly in the advertisement.

6.2.5 If the role offers **no basic salary** — for example, commission-only — that must be stated clearly.

6.2.6 If a Candidate will face **any cost at any stage** of applying for, accepting or performing the role, that must be stated clearly in the advertisement.

6.2.7 Advertisements for club memberships, pyramid schemes, multiplication schemes, chain schemes, "business opportunities" requiring payment, or anything similar are **prohibited**.

## 6.3 Duration

6.3.1 An advertisement runs until its closing date, which you set when you place it.

6.3.2 The closing date may be no more than 3 months from the date the advertisement is created, and the advertised start date may be no more than 3 months from that date. These limits apply when you create the advertisement and when you edit it — you cannot extend an advertisement beyond them.

6.3.3 An advertisement must remain live for at least 14 days, so that Candidates who receive it in an alert do not find it already expired.

## 6.4 No contact details, ever

6.4.1 **You may not include a telephone number, email address, physical address, website address or link anywhere in an advertisement** — not in the title, not in the description, not in a question, and not disguised in any way.

6.4.2 You may not include anything intended to, or having the effect of, leading a Candidate away from the Platform before a Reveal.

6.4.3 Where we have provided a custom application link as part of your Package, that link may be used in the manner we specify and no other.

6.4.4 This clause protects Candidates' anonymity, which is the basis on which they agreed to appear on the Platform. **Breach is a material breach** and clause 4.4.3 applies.

## 6.5 Our rights over advertisements

6.5.1 You are responsible for the content of your advertisements and for their compliance with the law.

6.5.2 You warrant that your content does not infringe anyone else's rights, and you indemnify us against any claim that it does.

6.5.3 We may refuse to publish, or may amend or remove, any advertisement that breaches these terms, the law, or the rights of others. **We are not obliged to refund any Credits or fees where we do so.**

6.5.4 We are not obliged to check advertisements before publication, and the fact that we have published one does not mean we have approved it.

6.5.5 You must supply advertisement content in the form we require. If any published content becomes out of date or inaccurate, **you must correct it or remove the advertisement yourself** as soon as possible.

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## 7. Employment equity and non-discrimination

7.1 You must comply with the **Employment Equity Act 55 of 1998** in your use of the Platform, and must ensure that your advertisements and recruitment practices promote equal opportunity and fair treatment through the elimination of unfair discrimination.

7.2 You must not unfairly discriminate on the grounds of race, gender, sex, pregnancy, marital status, family responsibility, ethnic or social origin, colour, sexual orientation, age, disability, religion, HIV status, conscience, belief, political opinion, culture, language or birth.

7.3 Exceptions are permitted only where the law permits them — in particular where a distinction is an inherent requirement of the job, or is an affirmative action measure consistent with the Act.

7.4 Advertisements must be free of discriminatory language, and must be written so as to encourage applications from all qualified people.

7.5 **If we determine or suspect** that an advertisement discriminates unfairly and does not fall within an exception, we may amend or remove it at our discretion. **We are not obliged to refund any Credits or fees where we do so.**

7.6 Non-compliance with this clause may result in termination of your access to the Platform.

7.7 You indemnify us against any claim brought by any person arising from your breach of the Employment Equity Act in connection with your use of the Platform.

### 7A. Restricted filters

7A.1 Some Candidate information — population group, gender, disability, how a Candidate holds their citizenship, and age — can be searched and filtered only after a user of your account **affirms that you have a lawful reason to use it**. These are the **Restricted Filters**.

7A.2 **You are solely responsible for whether your use of the Restricted Filters is lawful.** That includes compliance with the Employment Equity Act 55 of 1998, the Promotion of Equality and Prevention of Unfair Discrimination Act 4 of 2000, and the Protection of Personal Information Act 4 of 2013. You warrant that each use rests on a lawful basis that you have satisfied yourself is available to you.

7A.3 **We do not verify the reason you give and we express no view on it.** Making the Restricted Filters available to you is not our confirmation that your use of them is lawful, appropriate, or defensible.

7A.4 **We have no duty to monitor, review or approve your use of the Restricted Filters.** We inform, we record, and we act on complaints. We never approve.

7A.5 **Every use of a Restricted Filter is logged** — who ran it, when, what was filtered on, the reason given, and how many Candidates were returned. We may disclose that record where we are required to, or where it is relevant to a complaint, an investigation or a claim.

7A.6 You indemnify us against any claim, by any person or authority, arising from your use of the Restricted Filters.

7A.7 **Guidance in the Platform is general information, not legal advice.** Where the Platform describes a statutory age band, a licensing minimum or any other legal threshold, it does so to be helpful and may be incomplete or out of date. You must take your own advice, and we are not liable for any reliance you place on ours.

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## 8. Payment

8.1 All amounts are in South African Rand. **Prices include VAT unless we say otherwise where the price is shown.** VAT is charged at the rate applying when it is invoiced. If the rate changes, the VAT part of an amount changes with it, and the amount before VAT stays the same.

8.2 Fees are payable in advance unless we agree otherwise in writing. We may require payment in advance in any case.

8.3 Payment is due as stated on the invoice.

8.4 Late payment bears interest at **9% a year above the repo rate of the South African Reserve Bank**, as that rate changes from time to time, calculated daily from the due date until payment is received in full, together with any collection costs.

8.5 You must raise any query about an invoice within **7 days** of its date. After that the invoice is treated as correct and payable in full.

8.6 Payments are applied to the oldest outstanding invoice first.

8.7 If you fail to pay, we may suspend the Platform, your advertisements, and your access to Candidate information until all outstanding amounts are paid. Suspension does not relieve you of your payment obligations.

8.8 Where payment is by instalments, failure to pay any instalment within **30 days** of its due date makes the whole outstanding balance immediately due.

8.9 International payments must reach us in full, free of deductions, charges and withholding taxes.

8.10 We may instruct debt collectors and provide them with the information necessary to recover an outstanding amount, and may recover the costs of doing so from you.

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## 9. Term, suspension and termination

9.1 **Your Package is allocated by the year and paid by the quarter.** Its job advertisement allowance and its number of Authorised Users apply per **Package year** — 12 months from the date your Package starts — and its Credits are allocated monthly under clause 3.2.1(a). Fees are invoiced **quarterly in advance**.

9.1A **Paying the next quarter in advance continues your Package.** If the invoice for the next quarter has not been paid in full by the end of the current quarter, **your Package ends at the end of the current quarter**, and so does this agreement. You may also end your Package at the end of any quarter by not paying, or by telling us. There is no other notice period, and no fees are payable for any quarter after your Package ends.

9.1B **Fees for a quarter are not refunded** if your Package ends during or at the end of it, except where you terminate under clause 9.3 for our breach or under clause 10.7.

9.1C **Price changes.** We may change the price of your Package from your next Package year by telling you at least 60 days before your current Package year ends. If you do not accept the new price, you may end your Package under clause 9.1A.

9.1D Where section 14 of the Consumer Protection Act applies to you, it applies in place of clauses 9.1A and 9.1B to the extent that they differ from it.

9.1E **Upgrading.** You may move to a higher Package at any time. We will invoice the difference in price between the 2 Packages for the rest of the current quarter, calculated from the date of the invoice, and **the upgrade takes effect as soon as we receive that payment in full**. Until then your current Package continues unchanged. From the date the upgrade takes effect:

(a) your Package year and quarter dates stay the same;

(b) your job advertisement allowance for the current Package year is that of the higher Package, less the advertisements you have already placed in that Package year;

(c) the higher number of Authorised Users applies;

(d) the higher monthly Credit allocation applies from your next monthly allocation; and

(e) each later quarter is invoiced at the higher Package's price.

An upgrade invoice that has not been paid by the end of the quarter in which it was issued is cancelled.

9.1F **Downgrading.** You may move to a lower Package **once in each Package year**, by telling us at least **14 days** before the next quarter starts. The downgrade takes effect at the start of that quarter. **You may only downgrade if, on that date, you are within everything the lower Package allows** — you have placed no more advertisements in the current Package year than the lower Package's yearly allowance, you have used no more Credits allocated under your Package in the current Package year than the lower Package would have allocated in that Package year up to that date, and you have no more Authorised Users than it permits. Credits you bought under clause 3.2.1(b) are not counted. From the date the downgrade takes effect:

(a) your Package year and quarter dates stay the same;

(b) the lower monthly Credit allocation applies, and Credits already allocated keep their own expiry dates under clause 3.3; and

(c) each quarter is invoiced at the lower Package's price.

No fees are refunded or credited because of a downgrade.

9.1G **Rules for every change of Package.**

(a) A change of Package is not the end of your Package. It does not end this agreement, and it does not end your Network under clause 4A.8.

(b) You may only change to a Package offered for your type of Advertiser. An employer who wants to recruit for others, or a recruiter who wants to advertise only its own vacancies, must register again as that type of Advertiser.

(c) The new Package is charged at the price we are charging for it on the date of the change. Clause 9.1C applies to it from your next Package year.

9.2 You may only order services while you have a Package, or during a free trial. **Any job advertisement allowance not used by the end of a Package year lapses.** Credits lapse only under clause 3.3.

9.3 Either of us may terminate for material breach if the breach is not remedied within **14 days** of written notice — or immediately, where the breach is incapable of remedy.

9.4 **We may suspend or terminate immediately, without notice and without refund**, where you breach clause 4.4 (circumvention), clause 5 (use of Candidate information), clause 6.4 (contact details in advertisements) or clause 7 (employment equity).

9.5 On termination:

(a) your advertisements are removed; (b) unused Package Credits lapse and are not refunded, and Purchased Credits are held under clause 3.3.2A; (c) you must stop using the Platform and must not attempt to access it; (c1) your invitation link stops working and your Network is dealt with under clause 4A.8; (d) your obligations under clauses 5, 11, 12, 13 and 14 continue, and clause 15A continues to apply to any dispute between us.

9.6 **We may keep** records of your account, transactions and Reveals after termination, **for up to 7 years**, for tax, audit and dispute purposes.

9.7 Termination does not affect any amount already due to us.

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## 10. Warranties and what we don't promise

10.1 We warrant that we will provide the Platform with reasonable skill and care, and to reasonably acceptable technical standards.

10.2 We do **not** warrant that the Platform will be available uninterrupted or at any particular time. Interruptions, downtime and maintenance windows are to be expected, and we accept no liability for them.

10.3 We do not warrant the accuracy, completeness or currency of any Candidate Profile. Candidates are responsible for their own information.

10.4 We do not warrant any particular level of response to an advertisement, or any particular number of suitable Candidates.

10.5 You must notify us in writing of any defect in the service within **7 days** of it arising. Where we are responsible for a defect, our obligation is to remedy it — by re-supplying the affected service or re-issuing the affected Credits.

10.6 Any claim under this agreement must be brought within **one year** of the date the claimant became aware, or ought reasonably to have become aware, of the facts giving rise to it. **This does not apply to a claim for an amount due to us under clause 8, or to a claim arising from a breach of clause 5.**

10.7 We may change, add to or discontinue any part of the Platform. Where a change materially reduces the service you have paid for, you may terminate and we will refund the unused portion of your subscription fee — but not any Credits.

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## 11. Intellectual property

11.1 The Platform and all content on it, other than content supplied by users, belongs to us or our licensors. Nothing in this agreement transfers any intellectual property right to you.

11.2 This includes information that is in the public domain but which we have collected, structured, formatted or presented — for example our job classification and location data.

11.3 You keep ownership of the content you supply, including your advertisements, your logo and your trade marks. You grant us a non-exclusive licence to use, store, reproduce and display that content as needed to provide the service — including to display your advertisements on the Platform.

11.4 You warrant that you hold all rights necessary for us to publish your content, and you indemnify us against any claim that we do not.

11.5 You are responsible for ensuring your content complies with all applicable law, including competition, advertising and data protection law.

11.6 We are not obliged to preserve or return any material you supply to us.

11.7 This service uses the ESCO classification of the European Commission.

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## 12. Data protection

12.1 Both of us must comply with the **Protection of Personal Information Act 4 of 2013 ("POPIA")** and any other applicable data protection law.

12.2 In relation to **Candidate Profiles and Reveals**, we are the responsible party. We disclose Candidate personal information to you on a lawful basis established with the Candidate. **Once disclosed to you, you are an independent responsible party** for that information and for everything you do with it.

12.3 **Applications a Candidate submits to you through the Platform are treated in the same way.** We remain the responsible party for an application until you shortlist the Candidate, which is a Reveal (clause 4.2.2(b)). From then on you are an independent responsible party for what is disclosed to you, and clause 5 applies to it.

12.4 We store your data in machine-readable form and use it for the purposes of this agreement.

12.5 We may use data about your use of the Platform for trend analysis, statistics and research. **Results are published only in anonymised form** and never identify you.

12.6 Each of us must take appropriate technical and organisational measures to protect personal information, as required by section 19 of POPIA.

12.7 You must tell us **immediately** if you become aware of any unauthorised access to, or disclosure of, Candidate personal information obtained through the Platform, and must cooperate with us in responding to it — including any notification required under section 22 of POPIA.

12.8 You must take reasonable care of all login credentials, and clause 2 applies.

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## 13. Liability

13.1 Nothing in these terms excludes or limits liability where the law does not allow it.

13.2 Subject to 13.1, and to the fullest extent the law allows, neither of us is liable to the other for indirect or consequential loss, or for loss of profit, revenue, business, opportunity, data or goodwill.

13.3 Subject to 13.1, and to the fullest extent the law allows, our total liability under this agreement in any 12-month period is limited to the total amount you paid us in that period.

13.4 We are not liable for:

(a) the accuracy or completeness of any Candidate Profile, or any decision you make in reliance on one; (b) any failure by a Candidate to respond, to attend, or to accept an offer; (c) any loss arising from the Platform being unavailable; (d) any loss arising from the use of your account or password by anyone, with or without your knowledge; (e) any content published by any user of the Platform; (f) any act or omission of any third-party service we use, including any interruption, data breach or processing failure on their part.

13.5 You may be liable to us for loss we suffer as a result of unauthorised use of your account arising from your negligence or breach of these terms.

13.6 You indemnify us against all claims, losses, liabilities and costs — including legal costs — arising from your breach of these terms, your breach of any law, or any claim by a Candidate or third party in connection with your use of the Platform.

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## 14. Confidentiality

14.1 Each of us must treat as confidential any information the other provides that is marked confidential, or that is obviously confidential from its nature. This obligation continues after this agreement ends.

14.2 Candidate personal information is confidential in all circumstances, and clause 5 governs it.

14.3 Neither of us may disclose the commercial terms of this agreement without the other's consent, except where required by law.

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## 15. General

15.1 **Entire agreement.** These terms, with the documents listed in clause 1.3.1, are the whole agreement between us and replace anything said or written before. Neither of us has relied on any statement or representation not set out in it.

15.2 **No assignment.** You may not assign or transfer your rights or obligations without our written consent. We may assign ours, including as part of a sale or reorganisation of our business.

15.3 **Severability.** If any provision is found unenforceable, it is modified to the least extent necessary to make it enforceable, and the rest continues to apply.

15.4 **No waiver.** A failure to enforce a right is not a waiver of it.

15.5 **Notices.** Notices must be in writing and sent to the email address on your account, or to ours in clause 16. You must ensure our emails are not blocked by your spam filter, and should treat our sending domain as trusted — this includes applications forwarded through the Platform.

15.6 **Force majeure.** Neither of us is liable for a failure to perform caused by something outside our reasonable control.

15.7 **Relationship.** Nothing in this agreement creates a partnership, joint venture, agency or employment relationship between us.

15.8 **Marketing communications.** Where we have your email address in connection with this agreement, we may send you information, questionnaires and other communications about **our own similar services** — including after this agreement ends. You may opt out at any time, free of charge and without formality, and every such message will tell you how.

15.9 **Governing law.** This agreement is governed by the law of the Republic of South Africa, and the courts of South Africa have exclusive jurisdiction over any dispute between us, subject to clause 15A.

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## 15A. Complaints and disputes

15A.1 **If you are unhappy with anything we have done, raise it with us first.** Send us written notice under clause 15.5, to the relevant address in clause 16, describing what went wrong and what you would like us to do about it. We will look into it and reply to you in writing, giving our reasons. If you are not satisfied with our reply, you may ask us to reconsider it, and we will reply again in writing.

15A.2 **This clause does not delay action on your account.** We may suspend or terminate your account, your advertisements or your access to Candidate information under clauses 4.4.3, 5.10, 8.7, 9.3 and 9.4, and recover amounts due under clause 8, without first following this clause. If you think we have got it wrong, clause 15A.1 applies.

15A.3 **Mediation, if we decide on it.** If a dispute is not resolved under clause 15A.1, we may refer it to mediation by **ADR Network (SA)**, under its rules, by giving you written notice under clause 15.5. You may ask us to do so, but mediation takes place only if we refer the dispute. If we do:

(a) the mediator is chosen by agreement between us, or appointed by ADR Network (SA) if we cannot agree; (b) we will both take part in good faith, and **you may not start court proceedings about the dispute while the mediation is running**, except under clause 15A.4; (c) the costs of the mediation are shared equally between us, unless we agree otherwise, and each of us pays our own costs of taking part; (d) any settlement we reach is put in writing and signed by both of us, and it then binds us both; and (e) if the dispute has not been resolved within **30 days** of the mediator being appointed, the mediation ends.

15A.4 Either of us may apply to a court for **urgent relief** at any time — for example, to stop a breach of clause 4.4 (circumvention) or clause 5 (use of Candidate information).

15A.5 Nothing in this clause prevents either of us from reporting a matter to, or cooperating with, a regulator — including the Information Regulator — or takes away any right to approach a court, tribunal or regulator that the law does not allow to be excluded.

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## 16. Contacting us

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| **Account and billing** | billing@loopi.co.za |
| **Support** | support@loopi.co.za |
| **Privacy and data protection** | info@techgenius.co.za |
| **Reporting misuse** | abuse@loopi.co.za |
| **Telephone** | 084 404 5678 |
| **Postal address** | c/o Smit & Hugo Prokureurs, 58 Lang street, Kuilsrivier, 7580 |

**Information Officer:** Maarten Krüger, registered with the Information Regulator.

Our **PAIA manual**, prepared under the Promotion of Access to Information Act, is available at **https://www.techgenius.co.za**.