# Networker, Candidate and Reward Partner Terms

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Networker, Candidate and Reward Partner Terms

Version: 0.1 — DRAFT Date: 2026-08-13 Applies to: everyone who registers on the Platform other than an Advertiser — Networkers, Candidates and Reward Partners alike

Contents



Preamble

Welcome

These terms are a contract between you and us. We have tried to write them in plain language, because a contract you can't understand isn't much use to either of us — and because the Consumer Protection Act requires it.

If anything here is unclear, ask us before you agree to it. Our contact details are in clause C11.

Who we are

The Platform is operated by Tech Genius CC (2006/136742/23), VAT number 4770247395), a company incorporated in the Republic of South Africa with its registered office at 46 Bergsig street, Brackenfell.

In these terms, "we", "us" and "our" mean Tech Genius CC. "You" and "your" mean you, the person registering or registered on the Platform.

The "Platform" means the website at [DOMAIN], together with any related pages, applications and services we operate.

Where these terms need to be named — in the Platform, in our other documents, and in the sign-up tick — they are called the "Networker Terms", because everyone they apply to is a Networker from the moment they register. The Advertiser Terms are a separate agreement with a different party.

This document was renamed on 2026-09-02, from "Candidate and Reward Partner Terms". The old title was misleading in both directions: a person who joins only to build a network is not a Candidate in any ordinary sense, and the old definition of "Candidate" swept them in anyway to make the title true. "Candidate" has now been narrowed to its ordinary meaning — someone searchable by Advertisers — and "Networker" added as the base role. Every use of "Candidate" in this document was reviewed against that split. The one that changes something is clause B2.2(a): the qualification threshold counts Networkers who joined through your link, not Candidates, which preserves the position as it stood — a referral has always counted once their email address and mobile number are verified, and has never depended on them building a Profile.

What these terms cover

- Part A applies to you from the moment you register as a Networker. Some of it applies only once you become a Candidate — clause A1.1 says which, and those clauses name Candidates, your Profile, or being Revealed. - Part B applies to you only if and when you take part in the Reward Partner Programme. - Part C applies to everything.

A sentence was removed here on 2026-09-02: "Part B may be changed or replaced on its own, without affecting Parts A and C." It promised a versioning path we do not have — a published version is one document with one version number, accepted as a whole, and there is no mechanism for versioning a Part by itself. Nothing needed it: the figures that do change on their own footing are the reward amount, the payout minimum and the qualification threshold, and those live in the Reward Schedule and change under clause B8, with B8.2 protecting what has already been earned and qualified.

Our Privacy Policy and Cookie Policy also form part of this agreement. Where these terms and the Privacy Policy differ on how we handle your personal information, the Privacy Policy applies.

Accepting these terms

You accept these terms when you tick the box to that effect during registration.

Separately, and in addition, you are asked at registration to give a specific consent to being revealed to Advertisers. That consent is explained in clause A7. It is a separate decision from accepting these terms.

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

Some words we use

Part A — Using the Platform

A1. What the Platform does

A1.1 The Platform does two things. You may use either or both, and which of them you use decides which clauses in this Part apply to you.

(a) Building a network. When you register we give you an invitation link. People who join the Platform through it are recorded as having joined through you, which can earn you rewards under Part B. You are a Networker from the moment you register, and you can do this without ever making yourself visible to Advertisers.

(b) Being found for work. You can create a Profile describing your skills, experience and what you are looking for, and make it searchable. Advertisers search those Profiles to find people to approach about job opportunities, and you can also apply for jobs advertised on the Platform. You become a Candidate when you do this. Where a clause in this Part refers to Candidates, to your Profile, or to being Revealed, it applies to you only from that point.

A1.1 was rewritten on 2026-09-02, together with the definitions of Networker and Candidate and the title of this document. It previously described only (b), while defining "Candidate" to include a person who joined only to build a network — so somebody who never creates a Profile was ticking a document whose Part A described a service they do not use. The attorney should note this is the clause the lawful basis for requiring an identity number rests on: verified identity is part of the searchable-Candidate service in (b), not of the Networker service in (a), and that distinction has to be visible in the contract for section 11(1)(b) of POPIA to carry it.

A1.2 We are not an employer, and we are not your agent. We do not offer you employment and we do not place you in employment.

A1.3 We do not promise that you will be approached by anyone, that you will be offered a job, or that you will be employed. Whether that happens depends on Advertisers, on the market, and on your own qualifications — none of which we control.

A2. The Platform is free to you

A2.1 You will never be charged for using the Platform. Creating an account, building a network, building your Profile, uploading your CV, being found by Advertisers, being Revealed, and applying for jobs are all free.

A2.2 We will never ask you to pay a fee, buy a product, buy a subscription, or make any contribution of any kind — whether to use the Platform, to improve your visibility, to be Revealed, or to join or benefit from the Reward Partner Programme.

A2.3 If anyone asks you to pay for any of these things while claiming to act for us, they are not acting for us. Please report it to us at [ABUSE EMAIL].

A3. Your account

A3.1 To register you must be at least 18 years old and must give us a valid email address and a valid South African mobile number.

Decided 2026-08-26 — A3.1 stands as written, no under-18s at all, and this applies to Networkers, Candidates and Reward Partners alike. Section 34 of POPIA bars processing a child's personal information except on the section 35 grounds, and it bites at registration, not at payment — so "let them join and hold the money" would not have cured it. Allowing under-18s would mean building a section 35(1)(a) guardian-consent flow, which we are not doing. The "Scholar" employment status that prompted this question has been removed from Profile p1; "Student" remains and covers the matriculant who has turned 18. Enforcement is specified in the Wireframes: the 18+ declaration sits in the terms tick on sign-up, the Date of Birth field on Profile p1 rejects an under-18, and the birth date derived from the ID number overrides a typed date. If the school-leaver market is ever reopened, the guardian-consent flow is the price of entry and this clause changes with it.

A3.2 You may have only one account. Your account is personal to you and you may not transfer it, sell it, or let anyone else use it.

A3.3 You may not register using anyone else's identity, email address or mobile number, and you may not register a mobile number that is already verified against another account.

A3.4 Registering is an offer to enter into this agreement. We may accept or decline it at our discretion, and we are not obliged to give reasons. There is no right to be registered.

A3.5 You must give us information that is complete, accurate and true, and you must keep it up to date. This matters more here than on most websites: Advertisers make decisions about real jobs based on what you tell us, and we show them when you last updated each part of your Profile.

A3.6 You are responsible for keeping your password confidential and for everything done through your account. Tell us immediately at [SECURITY EMAIL] if you think someone else has access to it.

A3.7 We verify your email address and your mobile number. Some features — including the Reward Partner Programme — are only available once both are verified. If you change your mobile number, it must be verified again.

A4. Your Profile and your CV

A4.1 You choose how much of your Profile to complete. The more complete it is, the more likely Advertisers are to find you — but nothing in your Profile is compulsory except the fields marked as required during registration.

A4.2 You may upload a CV in PDF or .docx format, up to [1 MB] in size. We may change these limits, or limit uploads generally, for technical or operational reasons.

A4.3 We do not guarantee any minimum storage, and we do not guarantee that your uploaded documents will be preserved. Please keep your own copy of your CV.

A4.4 Our servers are backed up, but data loss cannot be excluded entirely. Clause A4.3 applies.

A4.5 You may correct or delete anything in your Profile at any time.

A4.6 We keep a record of changes you make to your Profile. That record is for our own use and Advertisers never see it. What they do see is when parts of your Profile were last updated or confirmed. This is so an Advertiser can tell whether they are looking at current information. The change record is deleted when your Profile is deleted.

A5. What we do with your information

A5.1 We use your Profile to match you to jobs, to show you to Advertisers in the anonymous form described in clause A6, to recommend jobs to you, to pre-fill application forms, and to improve the Platform.

A5.2 We also analyse how you use the Platform — what you search for, which adverts you view, how often you visit — and use that to improve matching and recommendations. Where we use this for statistics, we do so in a form that does not identify you.

A5.3 Our full explanation of how we handle personal information is in the Privacy Policy.

A6. How Advertisers see you — anonymous by default

This clause describes the core of how the Platform works. Please read it.

A6.1 By default, Advertisers searching the Platform cannot see anything that identifies you or allows them to contact you.

A6.2 Specifically, until you are Revealed under clause A7, an Advertiser cannot see:

- your name or surname - your email address - your mobile or other phone number - your ID or passport number - your home address - your date of birth - your CV - the name of the company you currently work for

A6.2A Some of what we hold is never shown to any Advertiser, whether or not you are Revealed. We use it only to run and protect the Platform — for example to check that an identity number is genuine.

A6.3 An Advertiser can see, without paying anything:

- the city where you live and the city where you work - your nationality, and where it applies, when your work permit expires - your current job title, what the job involves, and how long you have been in it - the industry you work in, and how long you have worked in it - whether you are employed, on contract, self-employed, studying or unemployed - how many years you have been working altogether - your qualifications, certifications and skills - your current salary, and the salary you are looking for - whether you are open to opportunities, how much notice you must give, whether you would relocate, and what working arrangement you want - your standardised job classification

A6.3A Employment Equity information is different. If you chose to give us any of the information in clause A5 about population group, gender, disability or how you hold your citizenship, an Advertiser can see it — and can search on it — only after affirming to us that they have a lawful reason to, such as Employment Equity or B-BBEE planning, an inherent requirement of the job, or a statutory youth programme. We record every such affirmation and every search made under it.

- All of it is optional. If you did not answer, there is nothing to show, and an Advertiser cannot tell the difference between a Candidate who declined and one who never reached the question. - Your age is shown as a band, not a date — for example 25–29. Your date of birth itself stays hidden under clause A6.2 until you are Revealed. - We do not check an Advertiser's reason and we express no view on it. The responsibility for using this information lawfully is theirs, and clause 7 of the Advertiser Terms says so.

A6.2 gained date of birth, A6.2A and A6.3A are new, and A6.3 gained nationality, work permit expiry, employment status and job duties — all on 2026-09-02, closing a drift recorded in the User Story gap table. A6.3A is the substantive addition: the Employment Equity fields were visible to affirming Advertisers in the product and this document said nothing about them at all, which is the gap that mattered most, because these are the fields POPIA treats as special personal information. This clause is now the single authoritative statement of what is and is not disclosed — the Advertiser Terms used to repeat both lists and no longer do, so there is one copy to keep correct instead of four. The attorney should check A6.3A against POPIA sections 26 and 27 and against the Employment Equity Act, and confirm that an affirmation by the Advertiser is a sufficient basis for us to display special personal information the Candidate volunteered.

A6.4 An Advertiser can also see whether you have supplied and verified certain information, without seeing the information itself — for example, that you have a verified mobile number, or that you have uploaded a CV.

A6.5 Your CV is not shown to Advertisers at all until you are Revealed. An Advertiser can see that you have uploaded one, and they can see the Profile information you have filled in, but they cannot see the document itself or read anything in it.

Rewritten 2026-09-02, and the clause that followed it was deleted. The decision: no redacted CVs. A6.5 used to say an Advertiser could see a redacted version, and A6.6 warned that redaction could not be guaranteed, told Candidates not to rely on it, and excluded our liability if it failed. Both are gone, and the exclusion going with them is the point — we no longer publish a document we cannot make safe, so we no longer need a clause asking the Candidate to carry the risk of it. The CV is group D and behaves like every other group D field: hidden, then disclosed by a Reveal. What survives is A8.1 — we still read the CV automatically to fill in the Profile, and those extracted fields are visible under A6.3 as ordinary Profile information the Candidate can see and edit. If redaction is ever revisited, A6.5, A6.6 and the Advertiser Terms at 4.1.3 all have to come back together, and the audit-trail gap recorded in the User Story has to be built with them rather than after.

A6.6 You may hide your Profile from Advertisers entirely at any time, in your account settings.

Feature not yet built. See Terms - Recommendations.md §9. Do not publish this clause until it is true.

A6.7 You may also block named Advertisers from seeing your Profile. This is useful if, for example, your current employer uses the Platform.

Feature not yet built. Same note as A6.6.

A6.8 Please don't put your contact details into your Profile. There are fields for your email address and phone number and we keep those hidden until you are Revealed — but anything you type into a free-text field, such as a description of your duties, is shown to Advertisers exactly as you typed it, for free, before any Reveal. If you put a phone number, an email address, a link or an address there, anyone searching can see it — including your current employer — and once they have seen it we cannot take it back.

A6.8A We do not currently check what you type, and you should not rely on us to. We may introduce automatic checks in future, and if we do we may withhold or remove what they catch — but no such check is perfect, and it is not a substitute for keeping contact details out of the fields that don't ask for them. Clause A11.1 also makes putting them there something you may not do.

A6.8 and the matching bullet in A11.1 were added on 2026-09-02, after AI screening of free-text fields was deferred. They are the only control left. With redaction dropped, CV reading deferred and screening deferred, nothing in the product stops a Candidate publishing their own phone number, so the remaining controls are a rule and a warning. A6.8 leads with the harm to the Candidate rather than with the consequence to their account, deliberately: the people who do this are usually being helpful, not gaming us, and "your current employer can see this" changes behaviour where a threat does not. No new penalty was created — A11.2 already allows suspension or closure for an A11.1 breach, and it says "may", which is the right severity: closing the account of somebody who typed a phone number to be helpful would also destroy their network and any unpaid rewards, and an automatic termination for a first, correctable breach would be hard to defend under CPA s48. The clause alone will not do the work — nobody reads A11 before typing, so the same warning has to sit on the field itself; see Profile p2 in the Wireframes. A6.8A carries the current position and reserves the future one - added 2026-09-02 on the same day. "We do not check" flat would have read as an undertaking NOT to, so building screening later would have been a change of terms and a candidate could argue they relied on their text being published as typed. "Not currently, and we may" removes that, keeps A8.2 and A8.4 able to come back without contradicting A6, and still forecloses reliance in both directions - the "you should not rely on us to" and "no such check is perfect" sentences are the lesson from the deleted A6.6, where a partial safety net people trusted was the actual danger.

A7. Being Revealed

A7.1 If an Advertiser wants to approach you about an opportunity, they spend Credits and we then disclose to them the identifying and contact information listed in clause A6.2. We call this a Reveal.

A7.2 A Reveal only happens if you have consented to it. You are asked for that consent separately at registration, and you can withdraw it at any time in your account settings. If you withdraw it, no further Reveals will occur.

The lawful basis for Reveals must be confirmed by the attorney — consent under POPIA s11(1)(a) or contractual necessity under s11(1)(b). Consent is more respectful of the candidate and easier to explain, but it is withdrawable at any time under s11(2)(b), which creates operational complexity. This clause is drafted on the consent basis and must be revisited if that changes. See Terms - Recommendations.md §4(d).

A7.3 A Reveal also happens when you apply for a job through the Platform and the Advertiser shortlists you. By applying, you are asking that Advertiser to consider you, so your details are disclosed to that Advertiser for that job.

A7.4 A Reveal cannot be undone. Once an Advertiser has your contact details, they have them. Withdrawing consent, hiding your Profile, or deleting your account stops future Reveals — it does not and cannot recall information already disclosed.

A7.5 Advertisers are bound by their own agreement with us. They may only contact you about genuine vacancies, may not pass your information on to anyone else, and must comply with data protection law. If an Advertiser misuses your information, tell us at [ABUSE EMAIL] — we can suspend their account and cut off their access.

A7.6 We take reasonable steps to make Advertisers comply, but we are not able to control what they do once they have your details, and we are not liable for their conduct.

A7.7 We keep a record of every Reveal — which Advertiser, which Candidate, and when. We keep this record after your account is deleted, for tax, audit and dispute purposes, but we keep only the record of the transaction, not your Profile.

The sentence "You can see your own Reveal history in your account" was removed on 2026-08-28. It committed us to building a screen. The underlying right is unaffected — POPIA s23 entitles a data subject to a record of their personal information including the identity of third parties who have had access to it, a Reveal is exactly such a disclosure, and clause C11 already tells them they have those rights. Removing the sentence moves the obligation from a screen we must build to a request we must answer; it does not remove it. The attorney should confirm nothing else in the document implies a self-service view.

A8. Automated and AI processing

A8.1 When you upload a CV, we process it automatically — including with artificial intelligence — to read it, extract information from it, and fill in parts of your Profile for you.

Feature not yet built — decided 2026-09-02. Do not publish A8.1 or A8.3 until it is. Today a CV is stored and nothing is read out of it: the Profile is filled in by hand on the Profile pages, and the CV is disclosed only on a Reveal under clause A6.5. The schema already reflects this — candidate.cvProcessedDateTime, cvProcessHistory and the AI model fields are all commented out in the DD. Publishing A8.1 while it is untrue would be the worst version of this clause: it tells a Candidate we are running AI over their CV when we are not, which is a misrepresentation about processing rather than a missing feature. A8.3 depends on A8.1 and comes back with it.

A8.2 We automatically screen the information you enter into your Profile, to remove contact details and identifying information before showing it to Advertisers. This means content you enter may sometimes be withheld from display.

Feature not yet built — decided 2026-09-02. Do not publish A8.2 or A8.4 until it is. A8.2 promises the Candidate that we screen what they type before Advertisers see it. We do not, and until we do this clause must not be published, because unlike an unbuilt feature it is a safety assurance the Candidate may rely on when deciding what to put in a free-text field. A8.4 is the appeal route for content withheld by this screening; with nothing withheld there is nothing to appeal, so it goes with it.

The exposure this leaves, recorded plainly. Three Profile fields are free text and group B, meaning an Advertiser reads them without paying: jobDuties, jobTitle and dreamJobTitle. A Candidate who types a phone number or an email address into any of them has published it, and with CV redaction dropped and CV reading deferred there is now no screening anywhere in the product. jobDuties is the one that matters — it is long free text and it is the natural place to write "call me on…". communicationNotes is free text too and is not assigned to any group at all, which needs settling before it can be shown to anybody. The mitigations, none of which need AI: move jobDuties to group D; validate on input for digit runs, "@", and links, and reject with a message instead of silently withholding; or accept the risk knowingly. See "Advertiser->Candidate Search" in the Wireframes.

A8.3 Automated processing makes mistakes. Information extracted from your CV may be wrong or incomplete. Please check your Profile and correct anything that is wrong. You remain responsible for the accuracy of your Profile.

A8.4 If something you have entered has been withheld from display and you think that is wrong, contact us at [SUPPORT EMAIL] and a person will review it.

POPIA s71 (automated decision-making). A8.4 is drafted to provide a human-review route, and the mechanism must exist operationally before it is published. It attaches to A8.2, so it is deferred with A8.2 — see the note above. _Note that if screening is ever built as input validation rather than as a background pass, s71 may fall away entirely: telling somebody their text was rejected as they type is a validation error, not a decision made about them._

A9. Applying for jobs

A9.1 Where an Advertiser allows applications through the Platform, you can apply using your Profile. We use your Profile to fill in parts of the application, and you can add further information or documents.

A9.2 Your application, and the answers you give to any questions the Advertiser has set, are stored on the Platform and are available to that Advertiser.

A9.3 If you have not added a CV to your Profile before your first application, the CV attached to that application may be added to your Profile automatically. You can object to this before applying, and you can change or remove it afterwards.

A9.4 When you apply for a job, you are asking that Advertiser to consider you. Clause A7.3 applies.

A9.5 We pass applications on as quickly as we can, but we are not liable for any loss caused by an application being delayed or not delivered.

A10. Communications

A10.1 When you register, you will receive messages relating to your account and to jobs matching your Profile. You can change what you receive, and how often, in your account settings.

A10.2 You can subscribe to job alerts by email [and SMS]. You can unsubscribe from each alert individually at any time. Note that unsubscribing from one alert does not cancel the others.

A10.3 We may send you jobs we think will interest you, based on your Profile and on how you use the Platform. You can turn this off.

A10.4 We may send you newsletters and information about our services. Every message contains an unsubscribe link, and you can object at any time, free of charge.

POPIA s69 governs direct marketing by electronic communication and requires an opt-in for people who are not existing customers. The attorney must confirm which of A10.1–A10.4 need express opt-in rather than opt-out, and the registration UI must match. See Terms - Recommendations.md §8.

A10.5 Please make sure messages from us are not blocked by your spam filter.

A11. What you may not do

A11.1 You may not:

- give false or misleading information about yourself, your experience, your qualifications or your salary - put contact details — yours or anyone else's — into parts of your Profile that do not ask for them - register more than one account, or register on behalf of someone else - use someone else's identity, email address or mobile number - upload anything containing a virus or other harmful code - attempt to access, copy, scrape or extract data from the Platform other than by using it normally - use the Platform for anything unlawful

A11.2 If you breach clause A11.1 we may suspend or close your account, and where the Reward Partner Programme is affected, clause B7 applies.

A12. What we don't promise

A12.1 We do not promise that the Platform will always be available, or that it will be free of interruptions, delays or errors. We may have to limit or suspend it for maintenance, capacity, security or technical reasons.

A12.2 We do not promise that the content on the Platform is accurate, current, complete or suitable for any particular purpose. That includes job advertisements, which are written by Advertisers, not by us.

A12.3 We do not promise that any job advertised on the Platform actually exists, is still open, or is as described. Please apply the same judgement you would to any other job advertisement.

A12.4 We take reasonable precautions against viruses but cannot guarantee that files downloaded from the Platform are free of them. Please use your own protective software.

A12.5 We may change, add to, or discontinue any part of the Platform. You have no right to require that any feature continues to exist. If you are unhappy with a change, your remedy is to stop using the Platform and close your account.

A13. Ending your account

A13.1 You may close your account at any time, from your account settings or by contacting us.

A13.1A You may stop being a Candidate without closing your account. If you do, we delete your Profile — including your CV, your skills, your certifications and your Profile change history — and Advertisers can no longer find you or see anything about you. You remain a Networker: your account stays open, your network stays yours, and you continue to earn under Part B. You may build a Profile again later, but we cannot restore the one we deleted.

New clause. A13.1 covered only closing the account, while the Platform has two different exits — leaving the searchable pool, and leaving altogether — and only the second one was in the contract. The wording follows the wipe specified in "Leaving the candidate pool, and closing the account" in the User Story: the Profile row is emptied and the uploaded documents, skills, certifications and change history are hard-deleted, while the networker record is untouched. The attorney should confirm the irreversibility sentence, and whether A13.4's retention list needs to be repeated here — the Reveal and reward records survive this exit too, because it is the same wipe.

A13.2 We may close or suspend your account at any time, with or without cause, on notice to you.

A13.3 When your account is closed, we delete your Profile, including your CV, your contact details, and your Profile change history. We do not keep your Profile so that Advertisers can continue to find you.

A13.4 We do keep, after your account is closed:

- records of Reveals, and the related transactions, for [7] years — for tax, audit and dispute purposes; - records of any rewards earned or paid to you under Part B, for [7] years, for the same reasons; - a record of the terms you accepted and when; - information in a de-identified form that cannot be traced back to you, which we use for statistics and to improve the Platform.

A13.5 We cannot recall information already disclosed to an Advertiser under clause A7. Clause A7.4 applies.

A13.6 If your account has been inactive for more than [24] months, we may close it and delete your Profile. We will email you before we do.

A13.7 If you are a Reward Partner, clause B8 also applies.

Part B — The Reward Partner Programme

B1. What the Programme is

B1.1 The Reward Partner Programme is a referral programme. It lets you earn a referral reward when a person who joined the Platform through your invitation link is later Revealed to a paying Advertiser.

B1.2 Taking part is free. You will never be asked to pay any amount, to purchase anything, or to make any contribution of any kind — in order to join the Programme, to qualify as a Reward Partner, or to receive any reward.

B1.3 Rewards are funded entirely by fees paid to us by Advertisers for services provided to those Advertisers. No part of any reward comes from any payment, contribution or purchase by any Networker, Candidate or Reward Partner, because none of them ever pays us anything.

B1.4 A reward becomes payable only when an Advertiser Reveals a Candidate. Building a network does not, by itself, entitle you to any payment. We do not represent, guarantee or suggest that any particular level of earnings, or any earnings at all, will result from taking part.

B1.5 In respect of each Reveal, a reward is payable to one Reward Partner only. Rewards are not paid up through multiple levels of a network, and no person earns anything out of rewards paid to anyone else.

B1.6 You are not our employee, agent, partner or joint venturer, and nothing in this Part creates any of those relationships.

B2. How you qualify

B2.1 When you register, we give you a unique invitation link. Anyone who registers on the Platform using that link is recorded as having joined through you.

B2.2 You qualify as a Reward Partner when both:

(a) at least the number of Networkers set out as the qualification threshold in the Reward Schedule have joined the Platform through your invitation link, whether directly or indirectly through the links of people who joined through you; and

(b) your own email address and mobile number have been verified.

B2.3 A Networker only counts towards the threshold in B2.2(a) if that Networker's email address and mobile number have both been verified.

B2.4 The threshold in B2.2(a) exists to manage the administrative cost of verifying and processing payouts. It is not a purchase, a buy-in, or a condition requiring any payment of any kind.

The 1 000 threshold is the feature most likely to attract scrutiny under CPA s43, because it makes qualification look recruitment-driven. B2.4 puts the commercial justification on the record. The attorney should advise whether to keep the threshold, lower it, or remove it and rely on the payout minimum in B5.1 alone. See Terms - Recommendations.md §5.1.

B2.5 Once you have qualified, you remain a Reward Partner even if your network later becomes smaller.

B2.6 Where someone in your network qualifies as a Reward Partner in their own right, the Networkers who joined through their link stop being attributed to you and are attributed to them instead, from the date they qualify. Networkers who joined directly through your own link remain attributed to you.

B3. Rewards

B3.1 You earn the reward amount set out in the Reward Schedule each time an Advertiser Reveals a Candidate attributed to you, provided the Reveal happens after the date you qualified as a Reward Partner.

B3.2 You earn nothing in respect of Reveals that happened before you qualified.

B3.3 Your balance is the total of the rewards you have earned, less everything already paid out to you. You can see your balance, and the rewards making it up, in your account.

B3.4 A reward is earned at the rate applying on the date of the Reveal. If we change the rate, rewards already earned are not affected.

B4. Sharing your invitation link

B4.1 You may share your invitation link however you like — by message, by email, on social media, or in person.

B4.2 You may not send unsolicited bulk messages of any kind to promote your link. You are responsible for complying with the law when you share it, including the Protection of Personal

Information Act, 2013 and the Electronic Communications and Transactions Act, 2002.

B4.3 You may not make any claim about how much anyone might earn from the Programme, and you may not describe the Programme as an investment, a business opportunity, or a scheme of any kind. It is a referral programme, and that is how it must be described.

B4.4 You may not offer anyone any payment or inducement in exchange for joining through your link.

B4.5 Keep your invitation link to yourself in the sense that matters: it identifies you, and anyone who joins through it is attributed to you. Do not publish it in a way that lets someone else pass it off as their own.

B5. Payouts

B5.1 You may request a payout once your balance is more than the payout minimum set out in the Reward Schedule.

B5.2 Payouts are made on [the DATE of each month]. Your request must reach us at least [7] days before that date to be included in that month's payout. Later requests are carried over to the following month.

B5.3 Before your first payout you must give us your bank account details and a bank confirmation letter in your own name. We check that the letter is from a bank and that the name and account number on it match the details you have given us.

B5.4 Each time you request a payout you must enter your bank account number again. We check it against the details we already hold for you, and if the two do not match we ask for a new bank confirmation letter under clause B5.3 before making any payout.

B5.4A We do not confirm your account with your bank, and we cannot. We check the document you give us and we check what you type against what we hold — that is the whole of it. The account details are yours to get right. If you give us the details of an account that is closed, is not yours, or is wrong in any way, a payout we make on those details is still a payout, and we are not able to recover it for you.

B5.4 was rewritten and B5.4A added on 2026-09-02. B5.4 used to say you re-enter the number "so we can confirm it", which promised an account confirmation we do not perform — there is no bank-side check anywhere in this process, and there is no schema for one (the bank detail step before a first payout is still unspecced). The re-entry is a typo guard and a guard against a stale stored account, and B5.4 now says exactly that. B5.3 was reworded in the same pass for the same reason: "we must verify them" reads as verifying the account, where what actually happens is a person looking at a letter. B5.4A is the counterpart the removal creates — once we stop claiming to confirm the account, responsibility for the details has to sit with the person who supplies them, or nothing in this document says who bears a payment sent to a wrong account. The attorney should check B5.4A against Consumer Protection Act sections 48 and 51: it is drafted as an allocation of responsibility for accuracy rather than as a blanket exclusion of our liability, which is the distinction those sections turn on, and the last sentence is a statement of fact about recoverability rather than an exclusion. If we ever do add a real account check — a bank-side or third-party verification — B5.3, B5.4 and B5.4A all have to be revisited, and note the cost of it may not be passed to the user: see clause A2.2.

B5.5 Payouts are made in South African Rand, into a South African bank account held in your own name. We do not pay into anyone else's account.

B5.6 We may hold back a payout while we investigate, if we reasonably suspect a breach of these terms.

B5.7 We keep your bank confirmation letter only for as long as we need it for the check in clause B5.3 and to make payments to you, and we delete it once it is no longer needed for either.

B6. Tax

B6.1 Rewards are paid to you gross, with nothing deducted except where the law requires it.

B6.2 You are responsible for your own tax. Rewards are likely to be income in your hands, and you must declare them and pay any tax due.

B6.3 We may report amounts paid to you to the South African Revenue Service, and may withhold any amount we are required by law to withhold.

Confirm with the accountant whether an IT3(a) reporting obligation arises, and at what volume. See Terms - Recommendations.md §10.

B7. Things that will cost you your rewards

B7.1 You may not:

- create more than one account, or create or procure accounts for people who did not genuinely choose to join; - use false, automated, bulk-purchased or borrowed identities, email addresses or mobile numbers; - offer any payment or inducement in exchange for someone joining through your link; - make any claim about likely earnings, or describe the Programme as anything other than a referral programme; - send unsolicited bulk messages to promote your link.

B7.2 If we reasonably determine that you have breached clause B7.1, or that Networkers attributed to you are not genuine, we may:

(a) remove those Networkers from your network; (b) reverse and forfeit any affected rewards that have not yet been paid out; (c) suspend or end your participation in the Programme; and (d) suspend or close your account.

B7.3 Where we have already paid you a reward that we later determine was earned in breach of these terms, that amount is repayable to us on demand, and we may set it off against any future reward.

B7.4 We will tell you if we take action under B7.2, and you may respond. If you think we have got it wrong, contact us at [SUPPORT EMAIL].

B8. Changing or ending the Programme

B8.1 We may change the reward amount, the payout minimum and the qualification threshold set out in the Reward Schedule. A change takes effect [30] days after we publish the new Reward Schedule at [REWARD SCHEDULE URL]. We may tell you about a change when you log in, but we do not undertake to do so.

B8.2 A change takes effect only for the future. Specifically:

(a) rewards already earned before the change takes effect are not affected by it; and

(b) if you have already qualified as a Reward Partner, you stay qualified — a change to the qualification threshold never takes that status away.

The qualification threshold is a single current figure that applies to everyone alike — simplified 2026-08-27, replacing a grandfathering rule under which an increase bound only Networkers registering afterwards. That rule was dropped as over-engineering: it required storing the threshold that applied to each networker at registration, to protect against a change we do not intend to make. The residual exposure, which the attorney should weigh: if the threshold were ever raised, somebody part-way through building a network would have the bar moved on them, and that is the CPA s43 concern already flagged at B2.4 in its sharpest form. B8.2(b) protects anyone who has already qualified, but not someone mid-build. A one-line fix is available if it worries anyone — add "We will not increase the qualification threshold" to B8.1, which costs nothing while there is no intention to raise it and removes the exposure entirely. Note also that a unilateral variation power over a payment term falls under CPA s48 and s49 — the 30 day delay, the prospective-only limit in B8.2 and the exit right in B8.3 are what make it defensible, and s49 may require the mechanism to be specifically drawn to the Reward Partner's attention.

B8.3 You may leave the Programme at any time. If your balance is above the payout minimum when you do, you may request a final payout under clause B5.

B8.4 If you close your account, any balance below the payout minimum is forfeited.

B8.4 needs a fairness check under the Consumer Protection Act. An alternative is to pay out any balance on closure regardless of the minimum, absorbing the transaction cost.

B8.5 If we end your participation other than under clause B7, any balance above the payout minimum will be paid out in the ordinary course.

Part C — General Terms

C1. Liability

C1.1 Nothing in these terms excludes or limits our liability where the law does not allow it to be excluded or limited.

C1.2 Subject to C1.1, and to the fullest extent the law allows, we are not liable for any indirect or consequential loss, or for any loss of profit, income, opportunity, data or goodwill, arising out of your use of the Platform.

C1.3 Subject to C1.1, and to the fullest extent the law allows, we are not liable for:

- any decision made by an Advertiser, or anything an Advertiser does or fails to do; - the content of any job advertisement; - any failure to obtain employment; - any loss arising from a Reveal, once made in accordance with clause A7; - any loss arising from the Platform being unavailable; - any loss arising from someone else using your account, whether or not you knew.

C1.4 Where our liability cannot be excluded, it is limited, as far as the law allows, to re-supplying the service in question.

C1.5 You may be liable to us for loss we suffer because someone else used your account or password as a result of your negligence or your breach of these terms.

Sections 48 to 51 of the Consumer Protection Act restrict exclusions of liability in consumer agreements and require certain terms to be specifically drawn to the consumer's attention. The whole of clause C1 must be checked against those sections, and the UI may need to highlight parts of it at sign-up.

C2. Your indemnity to us

C2.1 You indemnify us against any claim, loss, liability or cost we incur as a result of:

- information you have given us being false or misleading; - your breach of these terms; - your breach of any law in connection with your use of the Platform; - any claim by a third party arising out of your use of the Platform.

C2.2 This indemnity applies to the fullest extent the law allows.

C3. Security of your information

C3.1 We take appropriate technical and organisational measures to protect your personal information, as required by section 19 of the Protection of Personal Information Act.

C3.2 No system is perfectly secure. If your Profile is unlawfully copied or accessed by someone circumventing our security, we are not liable — but we will tell you, and the Information Regulator, where the law requires it.

C3.3 You must take reasonable care of your own login details. Clause A3.6 applies.

C4. Intellectual property

C4.1 The Platform, and everything on it apart from content supplied by users, belongs to us or to our licensors. You may not copy, reproduce, distribute or reuse it.

C4.2 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.

C4.3 You keep ownership of the content you upload. By uploading it, you give us the right to store it, process it, display it to Advertisers in accordance with clauses A6 and A7, and otherwise use it as needed to run the Platform.

C4.4 This service uses the ESCO classification of the European Commission.

C5. Changes to these terms

C5.1 We may change these terms by publishing a new version. The current version is always available at [TERMS URL].

C5.2 A new version takes effect on publication, except that a material change takes effect [30] days after publication. From the date it takes effect, the new version applies to you, whether or not you have read it.

C5.3 Please check the current version from time to time. We may tell you about a new version when you log in, but we do not undertake to do so, and it is for you to keep yourself up to date.

C5.4 If you do not accept a change, your remedy is to stop using the Platform and to close your account under clause A13. We record which version you accepted when you registered, and you can ask us for a copy of it at any time.

C5.5 The Programme figures in the Reward Schedule are not part of these terms. They change under clause B8, taking effect 30 days after the new schedule is published.

The public terms archive was removed on 2026-08-28, and the remaining duty was narrowed on the same day. C5.1 and the Preamble used to promise that every published version "remains available at [TERMS ARCHIVE URL]" — a permanent hosting commitment — and the first replacement offered "an earlier version" on request, which is open-ended: it would cover versions predating the person asking. What is left is deliberately narrow: a copy of the version THEY accepted. That is one row and one file, resolvable from their own db:termsAcceptance record, and it is the only version they were ever party to. It is also arguably required — CPA s50 entitles a consumer to a copy of a written agreement, and the acceptance record is meaningless without the document it points at. We keep everything regardless: db:termsDocument is immutable and sha256AtAcceptance only proves anything if the file it hashes still exists, so retention is not optional; only publishing was. The cost the attorney should weigh: under C5.2 a user is bound by a version they never ticked, and nothing now lets them compare it against the one they did accept without asking us for it.

C5.2 and C5.3 together are deemed acceptance without any duty to notify — the ordinary model for a free consumer service, and the one Google, Meta and LinkedIn use. The exposure is CPA s48 and s49: a term that binds a consumer to changes they were never told about is exactly what s48 tests for unfairness, and s49 may require the mechanism to be specifically drawn to their attention at sign-up. The [30] day delay in C5.2 is the mitigation — it gives a window without imposing any delivery obligation on us. The attorney should confirm (a) whether the delay is enough on its own, (b) whether "material" needs defining, and (c) whether the sign-up screen must highlight C5 rather than merely link it.

C6. Suspension and termination

C6.1 This agreement runs indefinitely. Either of us may end it at any time.

C6.2 We may suspend or close your account, or restrict your access to any part of the Platform, at any time and with or without cause.

C6.3 Clause A13 sets out what happens to your information when your account is closed.

C6.4 Clauses C1, C2, C4, C7 and C9 survive the ending of this agreement.

C7. Confidentiality

C7.1 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.

C8. Transferring this agreement

C8.1 You may not transfer your rights or obligations under this agreement to anyone else.

C8.2 We may transfer ours, including as part of a sale or reorganisation of our business. We will tell you if we do.

C9. Governing law and jurisdiction

C9.1 This agreement is governed by the law of the Republic of South Africa.

C9.2 The courts of the Republic of South Africa have jurisdiction over any dispute arising out of it.

C10. General

C10.1 Entire agreement. These terms, together with the Privacy Policy and the Cookie Policy, are the whole agreement between us about your use of the Platform, and replace anything said or written before.

C10.2 Severability. If any provision is found to be unenforceable, it will be modified to the least extent necessary to make it enforceable, and the rest of these terms continue to apply.

C10.3 No waiver. If we do not enforce a right, that does not mean we have given it up.

C10.4 Plain language. These terms are intended to comply with section 22 of the Consumer Protection Act. If any part of them is not clear to you, ask us — see clause C11.

C11. Contacting us

Information Officer: [NAME], registered with the Information Regulator.

You have rights under the Protection of Personal Information Act, including the right to know what information we hold about you, to have it corrected or deleted, to object to how we process it, and to withdraw your consent. The Privacy Policy explains how to exercise them.

If you are not satisfied with how we have handled a privacy matter, you may complain to the Information Regulator (South Africa), at [REGULATOR CONTACT DETAILS].

Our PAIA manual, prepared under the Promotion of Access to Information Act, is available at [PAIA MANUAL URL].

End of Networker, Candidate and Reward Partner Terms — Version 0.1 DRAFT, 2026-08-13