

# Terms and Conditions

Consumer Protection Act (CPA) - 1 April 2011

Electronic Communications and Transactions Act (ECTA) - 30 July 2002

Financial Intelligence Centre Act (FICA) - 2001

## *Introduction*

My-Job provides a recruitment platform that allows companies to post job listings, search for candidates, and manage recruitment processes.

By registering and using My-Job, you agree to these Terms and Conditions, along with any other applicable policies (e.g., Privacy Policy, Payment Policy).

## *2. Company Responsibilities*

- **Accurate Job Listings:** You agree to provide truthful and complete information in job descriptions, requirements, and benefits.
- **Compliance with Employment Laws:** You must comply with all applicable labour laws and regulations, including non-discrimination and fair hiring practices.
- **Respect for Privacy:** You agree not to misuse candidate data or share it outside of your recruitment activities on My-Job.

## *3. Prohibited Actions*

- **Misleading or Fraudulent Information:** Posting false or deceptive job information is strictly prohibited.
- **Platform Misuse:** You may not use My-Job to distribute spam, engage in unauthorised data scraping, or conduct any illegal activities.
- **Third-Party Sharing:** You must not share your account or access with unauthorised third parties. My-Job reserves the right to suspend or terminate accounts engaging in these activities.

## *4. Liability Limitations*

- **Service Disclaimer:** My-Job is provided on an "as is" and "as available" basis. While we strive for reliability, we do not guarantee error-free or uninterrupted service.

- **No Guarantee of Recruitment Outcomes:** My-Job does not guarantee that candidates found through the platform will meet your specific requirements.
- **Indirect or Consequential Damages:** My-Job, its directors, and employees are not liable for any indirect, incidental, or consequential damages related to your use of the platform.

### *5. Intellectual Property*

- **Platform Content:** All content, features, and functionality on My-Job, including text, images, and software, are the property of My-Job and protected by copyright laws.
- **Permissible Use:** You may not reproduce, modify, or distribute platform content without written permission from My-Job, except as necessary for your internal recruitment activities.

### *6. Data Usage and Privacy*

- **Data Collection and Use:** My-Job collects data for purposes of recruitment support and platform improvement, in line with our Privacy Policy.
- **Third-Party Sharing:** We may share data with third-party providers as needed for service provision, with strict data protection safeguards in place.
- **Compliance with POPIA:** You agree to process and handle any data collected from candidates on the My-Job platform in compliance with South African data protection laws (POPIA).

### *7. Payment and Refunds*

- **Payment Requirements:** Certain services on My-Job require payment. All fees are displayed in South African Rand (ZAR) and must be paid in full by the stated due dates.
- **Refund Conditions:** Refunds will be granted only under specific circumstances as outlined in My-Job's Refund Policy.
- **Account Suspension for Non-Payment:** Failure to complete payments may result in the suspension or termination of your account.

### *8. Service Availability and Uptime*

- **Maintenance and Downtime:** My-Job may schedule maintenance that could temporarily disrupt access to the platform. We will make every effort to notify you in advance.

- **Uptime Commitment:** While My-Job aims to provide high availability, we do not guarantee uninterrupted service and are not responsible for any losses resulting from downtime.

### *9. User Accounts and Security*

- **Account Responsibility:** You are responsible for maintaining the confidentiality of your login credentials and for all activities conducted through your account.
- **Unauthorised Access:** Notify My-Job immediately if you suspect any unauthorised use of your account. We reserve the right to suspend or terminate accounts compromised by unauthorised activity.

### *10. Anti-Money Laundering (AML) and Know Your Customer (KYC) Compliance*

- **Verification Requirements:** To ensure compliance with FICA, My-Job may request verification of your business identity, including registration documents and director information.
- **Transaction Monitoring:** My-Job monitors transactions for suspicious activity as part of its AML compliance, and any flagged activity will be reviewed in line with regulatory standards.

### *11. Data Breach Response*

- **Immediate Actions:** In the event of a data breach, My-Job will take immediate steps to contain and investigate the incident.
- **Notification:** We will inform affected companies promptly of any breach that may impact their data, following all POPIA requirements.

### *12. Dispute Resolution*

- **Attempting Resolution:** In case of disputes, you agree to first attempt to resolve the matter amicably by contacting My-Job.
- **Mediation and Arbitration:** If disputes cannot be resolved through direct negotiation, they may be submitted to mediation or arbitration under South African law.
- **Governing Law:** These Terms and Conditions are governed by the laws of South Africa.

### *13. Changes to Terms*

Right to Amend: My-Job reserves the right to update these Terms and Conditions at any time. Changes will be posted on the platform with the effective date, and continued use of the platform after changes constitute acceptance of the updated terms.

### *14. Termination*

- By My-Job: My-Job may terminate or suspend your access to the platform for violations of these Terms and Conditions or other policies.
- By the Company: You may terminate your account at any time by contacting My-Job support. Termination does not relieve you of any outstanding payment obligations.

### *15. Contact Information*

For any questions or issues regarding these Terms and Conditions, please contact My-Job at [support@kindgenix.com](mailto:support@kindgenix.com).

# 1. Cookie Policy

Protection of Personal Information Act (POPIA) - 26 November 2013

Electronic Communications and Transactions Act (ECTA) - 30 July 2002

## *Introduction*

This Cookie Policy explains how My-Job uses cookies and other tracking technologies on our website. By using our services, you consent to the use of cookies in accordance with this policy. If you do not agree to the use of cookies, you should adjust your browser settings or refrain from using our website.

## *1. Types of Cookies Used*

We use the following types of cookies on our website:

- **Session Cookies:** Temporary cookies that are deleted when you close your browser. They help us remember your preferences during your visit.
- **Persistent Cookies:** Cookies that remain on your device for a set period or until you delete them. They enable us to remember your preferences and settings for future visits.
- **Analytical Cookies:** Cookies that help us understand how users interact with our website by collecting information about their browsing behaviour. This data is used to improve our website's performance and user experience.

## *2. How Cookies Are Used*

Cookies are used on our website for the following purposes:

- **Functionality:** Cookies enable essential functions on our website, such as remembering your login information and preferences, enhancing your overall experience.
- **Analytics:** We use analytical cookies to collect data on user interactions, such as the pages visited and the time spent on the site. This information helps us analyse trends and improve our services.
- **Marketing:** Cookies may also be used to deliver advertisements that are more relevant to you and your interests, as well as to measure the effectiveness of our marketing campaigns.

### *3. User Consent for Cookies*

By continuing to use our website, you consent to the use of cookies as described in this policy. You have the option to manage your cookie preferences through your browser settings. Most browsers allow you to refuse cookies, accept them, or delete them. However, please note that disabling cookies may impact your experience and the functionality of our website.

### *4. Options to Manage Cookie Preferences*

For detailed information on how to manage cookies in your browser, please refer to the help section of your browser or visit the relevant website:

- Google Chrome: Manage cookies in Chrome
- Mozilla Firefox: Manage cookies in Firefox
- Microsoft Edge: Manage cookies in Edge

### *5. Changes to This Cookie Policy*

My-Job reserves the right to update this Cookie Policy from time to time. Any changes will be posted on this page with an updated effective date. We encourage users to review this policy regularly to stay informed about our use of cookies.

## 2. Data Protection Policy (POPIA)

Protection of Personal Information Act (POPIA) - 26 November 2013

### *Introduction*

This Data Protection Policy outlines My-Job's commitment to protecting personal data in accordance with the Protection of Personal Information Act (POPIA). We recognise the importance of safeguarding personal information and have implemented measures to ensure compliance with relevant data protection regulations.

### *1. Measures for Data Security*

We implement various security measures to protect personal data, including:

- **Encryption:** Personal information is encrypted during transmission and storage to prevent unauthorised access.
- **Access Control:** Access to personal data is restricted to authorised personnel only. We employ role-based access controls to limit data access based on job responsibilities.

### *2. Data Breach Protocols and Notification Procedures*

In the event of a data breach, My-Job has established protocols to manage the situation effectively:

- **Identification:** We continuously monitor our systems for any signs of data breaches.
- **Containment and Assessment:** Upon identification, we will contain the breach and assess its impact on personal data.
- **Notification:** If a breach occurs that poses a risk to individuals, we will notify the affected individuals and the Information Regulator within 72 hours, as required by POPIA.

### *3. Roles and Responsibilities Regarding Data Protection*

We have designated specific roles and responsibilities within My-Job to ensure compliance with data protection regulations:

- **Data Protection Officer (DPO):** The DPO oversees the implementation of this policy and ensures compliance with POPIA.
- **Staff Training:** All employees receive training on data protection principles and their responsibilities in handling personal data.

#### *4. Regular Assessments and Audits*

To ensure ongoing compliance with data protection regulations, we conduct regular assessments and audits of our data protection practices. These evaluations help us identify areas for improvement and ensure that our security measures remain effective.

#### *5. Changes to This Data Protection Policy*

My-Job reserves the right to update this Data Protection Policy as necessary. Any changes will be posted on this page with an updated effective date. We encourage users to review this policy regularly to stay informed about our commitment to data protection.



## 3. Refund and Return Policy (Payments)

Consumer Protection Act (CPA) - 1 April 2011

### *Introduction*

This Refund and Return Policy outlines the terms under which My-Job manages refunds, cancellations, and service adjustments for applicants using our recruitment platform. By using our services, you agree to comply with the terms outlined in this policy.

### *1. Conditions for Refunds and Cancellations*

Refunds and cancellations are subject to the following conditions:

- **Timeframes:** Requests for refunds or cancellations must be made within 14 days from the date of payment. After this period, we may not be able to process your request.
- **Types of Services:** Refunds are applicable only to specific services provided by My-Job. Services that have already been utilised or where the recruitment process has commenced may not be eligible for a refund.

### *2. Methods for Issuing Refunds*

Refunds will be issued using the original payment method. Please allow up to 7 working days for the refund to be processed once it has been approved. If you do not see the refund in your account after this timeframe, please contact us for assistance.

### *3. Instructions for Initiating a Refund or Cancellation*

To initiate a refund or cancellation, please follow these steps:

- Contact our customer support team at [support@kindgenix.com](mailto:support@kindgenix.com) to request a refund or cancellation. Include your registration details and the reason for your request.
- Once your request is approved, you will receive confirmation of the refund or cancellation.

### *4. Changes to This Refund and Return Policy*

My-Job reserves the right to update this Refund and Return Policy as necessary. Any changes will be posted on this page with an updated effective date. We encourage users to review this policy regularly to stay informed about our refund and cancellation procedures.

## 4. Payment Policy

Electronic Communications and Transactions Act (ECTA) - 30 July 2002

### *Introduction*

This Payment Policy outlines the terms for processing payments on the My-Job website. By using our services, you agree to comply with the terms outlined in this policy.

### *1. Accepted Payment Methods and Currencies*

We accept the following payment methods for services on our website:

- Credit and debit cards (Visa, MasterCard, etc.)
- Electronic funds transfers (EFT)
- Mobile payment options (where applicable)

All payments will be processed in South African Rand (ZAR) unless otherwise specified.

### *2. Handling of Payment Information and Security Measures*

My-Job takes the security of your payment information seriously. We implement various measures to protect your data, including:

- Encryption: All payment information is encrypted during transmission to prevent unauthorised access.
- Compliance: We comply with Payment Card Industry Data Security Standards (PCI DSS) to ensure that your payment information is handled securely.

We do not store your payment information on our servers. Instead, we rely on third-party payment processors to manage all payment transactions.

### *3. Recurring Payment Terms (if applicable)*

For services that involve recurring payments, such as subscriptions, users will be notified of the recurring payment terms at the time of purchase. You may cancel your subscription at any time before the next billing cycle to avoid additional charges.

### *4. Payment Gateways and Third-Party Payment Processors Used*

We utilise reputable third-party payment gateways and processors to facilitate secure transactions. These may include, but are not limited to:

- PayFast

- PayGate
- Other payment processors as specified on our website

#### *5. Changes to This Payment Policy*

My-Job reserves the right to update this Payment Policy as necessary. Any changes will be posted on this page with an updated effective date. We encourage users to review this policy regularly to stay informed about our payment procedures.

## 5. Anti-Money Laundering (AML) and Know Your Customer (KYC) Policy (FICA)

Financial Intelligence Centre Act (FICA) - 2 October 2001

### *Introduction*

This AML and KYC Policy outlines My-Job's commitment to ensuring compliance with the Financial Intelligence Centre Act (FICA) requirements for identifying and verifying clients. We are dedicated to preventing money laundering and the financing of terrorism.

### *1. Customer Identification Processes*

To comply with FICA, we implement the following customer identification processes:

Types of Documents Required: Applicants must provide valid identification documents, which may include:

- A South African ID book or card
- A valid passport
- A driver's licence

Verification: All documents must be verified to ensure authenticity. We may use third-party services to assist in the verification process.

### *2. Procedures for Ongoing Monitoring of Transactions*

We continuously monitor transactions for suspicious activity as part of our commitment to AML and KYC compliance:

- Transaction Monitoring: All transactions are subject to automated monitoring systems designed to detect unusual or suspicious activity.
- Review of Suspicious Transactions: Any transactions flagged as suspicious will be reviewed promptly, and appropriate action will be taken in accordance with regulatory requirements.

### *3. Record-Keeping Practices*

My-Job maintains comprehensive record-keeping practices to ensure compliance with FICA:

- Client Identification Records: We will keep records of all identification documents collected during the client verification process.

- Transaction Records: Detailed records of all transactions will be maintained for a minimum of five years from the date of the transaction.

#### *4. Reporting Procedures for Suspicious and Unusual Activities*

In the event of suspicious or unusual activities, My-Job will adhere to the following reporting procedures:

- Reporting to the Financial Intelligence Centre (FIC): Any suspicious activities will be reported to the FIC in accordance with the requirements of FICA.
- Internal Reporting: Employees are required to report any suspicious activities or concerns to the designated Compliance Officer immediately.

#### *5. Changes to This AML and KYC Policy*

My-Job reserves the right to update this AML and KYC Policy as necessary. Any changes will be posted on this page with an updated effective date. We encourage users to review this policy regularly to stay informed about our commitment to AML and KYC compliance.

## 6. Electronic Communications Policy

Electronic Communications and Transactions Act (ECTA) - 30 July 2002

### *Introduction*

This Electronic Communications Policy outlines how My-Job communicates with users through various electronic channels, including email, SMS, and other digital means. By using our services, you agree to comply with the terms outlined in this policy.

### *1. User Consent for Receiving Electronic Communications*

By registering for our services, users consent to receive electronic communications from My-Job. These communications may include:

- Updates about your application status
- Service announcements and promotional offers
- Important information regarding your account and our services

Users have the right to withdraw consent for receiving such communications at any time, as detailed in the section below.

### *2. Procedures for Opting Out of Communications*

Users can opt out of receiving electronic communications by following these steps:

- Email Communications: To unsubscribe from email communications, users can click the “unsubscribe” link included in the footer of our emails.
- SMS Communications: Users can opt out of SMS communications by replying with the word “STOP” to any message received from My-Job.
- Account Settings: Users may also manage their communication preferences directly through their account settings on our website.

### *3. Security Measures for Electronic Communications*

My-Job is committed to ensuring the security of electronic communications. We implement various security measures, including:

- Encryption: Sensitive information transmitted via email or SMS is encrypted to protect against unauthorised access.
- Secure Servers: We utilise secure servers and technologies to safeguard user data during transmission.
- User Authentication: Access to sensitive information is restricted to authenticated users only.

#### *4. Changes to This Electronic Communications Policy*

My-Job reserves the right to update this Electronic Communications Policy as necessary. Any changes will be posted on this page with an updated effective date. We encourage users to review this policy regularly to stay informed about our communication practices.

## 7. Data Breach Response Policy (POPIA)

Protection of Personal Information Act (POPIA) - 26 November 2013

### *Introduction*

This Data Breach Response Policy outlines the steps to be taken by My-Job in the event of a data breach, ensuring compliance with the Protection of Personal Information Act (POPIA). We are committed to safeguarding personal information and responding effectively to any incidents.

### *1. Immediate Response Protocols*

In the event of a data breach, the following immediate response protocols will be implemented:

- **Containment:** The first priority is to contain the breach to prevent further unauthorised access or damage. This may involve shutting down affected systems or restricting access.
- **Investigation:** A thorough investigation will be initiated to determine the nature and scope of the breach, including identifying affected data and the cause of the breach.
- **Documentation:** All actions taken in response to the breach will be documented for further analysis and compliance purposes.

### *2. Notification Procedures*

Notification procedures for affected individuals and the Information Regulator will include:

- **Affected Individuals:** If personal information of individuals is compromised, we will notify them as soon as reasonably possible, detailing the nature of the breach, potential consequences, and recommended actions.
- **Information Regulator:** The Information Regulator will be notified within the required timeframe, as stipulated by POPIA, including relevant details about the breach and the steps taken in response.

### *3. Remediation Steps*

After addressing the immediate concerns of the data breach, the following remediation steps will be implemented:



- **Assessment of Vulnerabilities:** A comprehensive assessment will be conducted to identify and rectify any vulnerabilities that led to the breach.
- **Implementation of Preventative Measures:** Appropriate measures, such as updated security protocols and employee training, will be put in place to prevent future breaches.
- **Review and Improvement:** A review of the incident response will be conducted to identify lessons learned and improve future response plans.

#### *4. Changes to This Data Breach Response Policy*

My-Job reserves the right to update this Data Breach Response Policy as necessary. Any changes will be posted on this page with an updated effective date. We encourage users to review this policy regularly to stay informed about our data protection practices.

## 8. User Agreement for Digital Services

Electronic Communications and Transactions Act (ECTA) - 30 July 2002

### *Introduction*

This User Agreement for Digital Services outlines the terms specific to the services delivered online by My-Job, including cloud services and software-as-a-service (SaaS). By using our digital services, you agree to comply with the terms outlined in this agreement.

### *1. Licensing and User Access Rights*

- **License Grant:** My-Job grants users a non-exclusive, non-transferable license to access and use our digital services for personal and professional purposes in accordance with this agreement.
- **User Access:** Access to our services is provided based on user registration. Users are responsible for maintaining the confidentiality of their account credentials and for all activities that occur under their account.

### *2. Service Availability and Uptime Commitments*

- **Service Availability:** My-Job strives to provide high availability of our services. However, we do not guarantee uninterrupted or error-free access at all times.
- **Uptime Commitment:** We aim for a service uptime of [insert percentage] per month. Any scheduled maintenance will be communicated in advance to minimise disruptions.

### *3. Data Handling Practices for Service-Related Data*

- **Data Collection:** My-Job collects and processes user data necessary for the provision of our digital services. This data may include personal information, usage data, and communication records.
- **Data Protection:** We implement appropriate security measures to protect user data from unauthorised access, loss, or disclosure. All data handling practices are in accordance with applicable data protection laws, including POPIA.
- **Data Retention:** User data will be retained for as long as necessary to fulfil the purposes for which it was collected, unless a longer retention period is required or permitted by law.

#### *4. Changes to This User Agreement for Digital Services*

My-Job reserves the right to update this User Agreement as necessary. Any changes will be posted on this page with an updated effective date. We encourage users to review this agreement regularly to stay informed about the terms governing our digital services.

#### *Conclusion for terms and conditions*

By using My-Job's services, you acknowledge that you have read, understood, and agree to be bound by these Terms and Conditions. If you do not agree with any part of these terms, please refrain from using our services.

We reserve the right to update or modify these Terms and Conditions at any time without prior notice. Any changes will take effect immediately upon posting on our website. It is your responsibility to review these terms periodically to stay informed of any updates.

If you have any questions or concerns regarding these Terms and Conditions, please contact us at [support@kindgenix.com](mailto:support@kindgenix.com).