



DATA DRIVEN RECRUITMENT

## Flink Rank (Pty) Ltd

### Terms and Conditions

#### [Disclaimer]

By using this Website and registering for our Services, you acknowledge and accept these Terms and Conditions and agree to be bound by them. If you do not accept these Terms and Conditions, you must exit the Website immediately, and not use the Services, thereby indicating your non-acceptance of such Terms.

#### 1. INTRODUCTION

- 1.1. Flink Rank (Pty) Ltd and its affiliates (hereinafter referred to as “Flink”, “we”, “our” or “us”) provides a unique automated talent ranking Service to Companies seeking to fulfil its recruitment-related needs by ranking candidates based on selected business requirements.
- 1.2. By completing the subscription process, including completing the registration form(s), the Company (hereinafter referred to as “the Company”, “you”, or “your”) accepts these terms and conditions (“Terms and Conditions”) and agrees to be bound by the Terms and Conditions without limitation. By entering into these Terms and Conditions, you further acknowledge that you have read and understand our Privacy Policy, the Terms of Use and the Service Level Agreement, which must be read as if specifically incorporated herein (the Terms and Conditions, Privacy Policy and Terms of Use are hereinafter collectively referred to as “the Terms”).

#### 2. INTERPRETATION

- 2.1. In the interpretation of this Agreement, unless the context otherwise requires, headings are for reference and convenience only and shall not be taken into account in the interpretation of this Agreement; the singular shall include the plural and vice versa; and references to one gender shall include references to the other genders.



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- 2.2. If any period is referred to in the Terms by way of reference to a number of days, the days shall be reckoned exclusively of the first and inclusively of the last day unless the last day falls on a day which is not a Business Day, in which case the day shall be next succeeding business day.
- 2.3. The words “include”, “includes”, “including”, “for example”, or “such as” are not used as, and are not to be interpreted as, words of limitation, and when introducing an example do not limit the meaning of the words to which the example relates to that example or examples of a similar kin.
- 2.4. References in the Terms to any statute or statutory provision include a reference to that statute or statutory provision as amended, extended, consolidated or replaced from time to time (whether before or after the date of the Terms) and include any order, regulation, instrument or other subordinate legislation made under the relevant statute or statutory provision.
- 2.5. If figures are referred to in numerals and in words and if there is any conflict between the two, the words shall prevail.
- 2.6. The rule of construction that a contract shall be interpreted against the party responsible for the drafting or preparation of the contract, shall not apply.
- 2.7. This Agreement shall be governed by and construed and interpreted in accordance with the law of South Africa.
- 2.8. The following expressions bear the meaning assigned to them below and cognate expressions bear corresponding meanings:
- 2.8.1. “**Affiliate**” means a company or other entity, whether natural or juristic person, which directly or indirectly controls, is controlled by or is under joint control of a Party.
- 2.8.2. “**Browser**” means a person who visits our website, through any means, for the purposes of viewing and browsing, but who has not yet made use of our Services or our Platform and may or may not have the intention to do so in future.
- 2.8.3. “**Candidate**” means the individual who registers on the Platform for purposes of taking the necessary Assessments and agreeing to be ranked by the Company through the Platform.



- 2.8.4. **“Commencement Date”** means the date on which the Terms and Conditions become effective, that being the date on which the Company completes the Registration Form.
- 2.8.5. **“Company”** means an entity, partnership, organisation or person (including a juristic and a natural person) who has registered and subscribed with Flink for the purpose of using the Services to fulfil its recruitment-related needs through the Platform.
- 2.8.6. **“Company’s Online Profile”** means the profile created online and assigned to the Company once the Company has completed the Registration Process which sets out the Company’s service package, pricing details, and the Company’s details.
- 2.8.7. **“Credits”** means the units of value purchased by the Company on the Platform, which can be used to rank candidates for recruitment purposes within the Company’s Online Profile. Credits are non-refundable, non-transferable, and may be subject to expiration as specified in Flink’s policies from time to time.
- 2.8.8. **“Credit Package”** means the service offering selected by the Company in the Registration Process or anytime thereafter, which may include a Once Off Package or a Subscription Package, as the case may be.
- 2.8.9. **“Data Protection Legislation”** means data protection laws applicable to Flink in its processing of personal data under the Terms, including, where applicable, the Protection of Personal Information Act, 2013, the Data Protection Act, 2018, the General Data Protection Regulation (GDPR) and the UK GDPR.
- 2.8.10. **“Flink”** means Flink Rank (Pty) Ltd and its lawful successors, assigns and Affiliates, as the case may be.
- 2.8.11. **“Once Off Package”** means the once-off Credit Package selected and purchased by the Company in which the Company purchases a number of credits, which payment becomes due and payable immediately.



- 2.8.12. **“Party”** or **“Parties”** means Flink and the Company, as the context may indicate.
- 2.8.13. **“Platform”** means the application software designed, developed and implemented by Flink which is known to the Parties as “the Flink Talent Rank Platform”, through which Flink provides its Services to the Company, including but not limited to future updates, modifications and upgrades thereto and any documentation associated with the Flink software, including without limitation installation and user manuals, whether incorporated in humanly intelligible media or not.
- 2.8.14. **“Registration Form”** means the electronic form, containing a list of fields pertinent to the Terms, to which the Company is directed to in order to complete. The information completed in the Registration Form shall be the information governing the relationship between Flink and the Company.
- 2.8.15. **“Registration Process”** means the process to be followed by the Browser, including completing the Registration Form, which, once completed and submitted online, allows the Browser to sign up as a Company and subscribe to and/or purchase the Services provided by Flink.
- 2.8.16. **“Subscription Package”** means the monthly Credit Package selected by the Company, in which case the Company is permitted to purchase the Credits in advance and pay them off in equal monthly instalments, as set out on the Company’s Online Platform.
- 2.8.17. **“Services”** means the unique automated talent ranking services provided by Flink to the Company through the Website and, more specifically, the Platform.
- 2.8.18. **“Service Level Agreement”** means the service level agreement between Flink and the Company, setting out the service levels provided to the Company.



2.8.19. **“Terms”** means these Terms and Conditions, read in conjunction with the Privacy Policy, the Terms of Use and the Service Level Agreement.

2.8.20. **“Terms and Conditions”** means these Terms and Conditions.

2.8.21. **“Website”** means the website owned by Flink through which the Services are offered, comprising of the Website and the Platform.

### **3. ACCEPTANCE OF THESE TERMS AND CONDITIONS**

- 3.1. The Terms constitute a binding agreement between Flink and the Company. Such agreement shall be construed to have been concluded in Johannesburg, South Africa. Notwithstanding this, should the relevant section be declared to be invalid or amended for any reason, the Company agrees that the remaining Terms constitute a binding agreement between Flink and the Company. If you do not agree with the Terms, do not register for the Services.
- 3.2. By registering for our Services, you acknowledge that you have read through, understand and agree to be bound by the Terms.
- 3.3. If you are registering on behalf of an entity, you agree to the Terms on behalf of the entity and represent and warrant that you have the authority to bind the entity to the Terms.
- 3.4. The Terms may change from time to time at Flink’s sole discretion and without notice to you. The current version of the Terms applicable at the time you make use of the Services and becomes binding each time you use the Services. You must familiarise yourself with the current Terms each time you use the Services.

### **4. USE AND ACCESS**

- 4.1. Subject to the Term and receipt of payment as set out more fully on the Company’s Online Profile Flink hereby grants to you and you accept, a limited, personal, non-exclusive, non-sublicensable, non-transferrable and non-assignable license to access and use the Services for your Company’s internal recruitment purposes.
- 4.2. The Company shall provide the relevant information as and when required by Flink in order for us to provide the Services to the Company.



- 4.3. Access to the Platform is provided to the Company for the duration of the Company's Online Profile being and remaining active. Access and use of the Services may be limited until payment for the Credits has been received by Flink.

## **5. REGISTRATION PROCESS AND THE COMPANY'S ONLINE PROFILE**

- 5.1. In order to access and make use of our Services, the Company must proceed to register using and completing our online Registration Form.

- 5.2. While registering:

5.2.1. You will be requested to provide login details, which you will have the sole responsibility to protect and keep confidential. We will not have access to your login details and shall under no circumstances be held liable for any loss or damage arising from the disclosure, whether accidental, unlawful or otherwise, of your login details.

5.2.2. You will be requested to submit personal data. By making use of our Services, you consent to us processing such personal data as further set out in and regulated by our Privacy Policy.

- 5.3. The service and payment terms selected by the Company during the Registration Process, and purchased each time thereafter, as the case may be, will be accessible on the Company's Online Profile and housed on the Platform.

- 5.4. Once registered, any Browser will no longer be construed as such and will immediately on registration constitute a Company as contemplated by the Terms, and the Services to the Company shall commence, subject to relevant payment terms.

- 5.5. You must immediately notify us of becoming aware of any security breach or unauthorised use of the Company's Online Profile. You are responsible for preventing unauthorised use or access to the Company's Online Profile.

## **6. SERVICES**



- 6.1. The Services rendered by Flink to the Company shall be provided in terms of the Credit Package selected by the Company once payment has been received by Flink.
- 6.2. The Services may only be used for the Company's internal recruitment purposes and may not be used for third party by the Company.
- 6.3. The Company shall be entitled to manage the Credit Package on the Company's Online Profile. Notwithstanding this, once a Subscription Package is selected by the Company, it cannot cancel or change its selection until full payment for the applicable Subscription Package is received by Flink.
- 6.4. Flink will provide the Services in accordance with the Terms and applicable laws.
- 6.5. We may, from time to time, provide the Services, or a portion thereof, to you through our Affiliates in accordance with the Terms.
- 6.6. By using the Services, you grant Flink and its Affiliates the right to contact and invite Candidates to create a Flink profile after completing an assessment. This profile allows Candidates to access their test scores and participate in the Talent Pool. However, Candidates will not be visible to other Companies within the Talent Pool if they have been successfully placed at your Company.

## **7. CREDITS**

- 7.1. The Client may purchase Credits through the Company's Online Profile to access and utilise ranking services for candidates uploaded to its Online Profile.
- 7.2. Credits may be used exclusively for ranking candidates in accordance with the terms of the Terms and may not be transferred, resold, or exchanged for cash or any other consideration.
- 7.3. The Client may select from the following Credit Packages:
  - 7.3.1. **Once-Off Package:** The Client purchases a specified number of Credits with immediate payment required at the time of purchase. Upon receipt of payment, the Credits will be made available for use.



- 7.3.2. Subscription Package: The Client commits to a subscription plan whereby Credits are provided upfront for use, and payment is made in equal monthly instalments over a term of either six (6) or twelve (12) months, as selected by the Client at the time of purchase.
- 7.4. All purchased Credits, regardless of the package selected, will expire 24 (twenty-four) months from the date of purchase if unused. Expired Credits cannot be reinstated, refunded, or transferred.
- 7.5. The Company reserves the right to modify, suspend, or discontinue the Credit system or its terms at its sole discretion, provided that such changes do not affect Credits already purchased by the Client.
- 7.6. In the event of early termination of a Subscription Package by the Client, the full remaining balance of the subscription term shall become immediately due and payable.

## **8. SUPPORT SERVICES**

- 8.1. In the event that the Company experiences a difficulty with the Platform, the Company must notify Flink in writing immediately, by logging a support query with Flink, through the Platform, in accordance with the Service Level Agreement.
- 8.2. The response times and further support procedures are set out in the Service Level Agreement.
- 8.3. Once Flink has provided the Company with a working solution, the query will be considered resolved and Flink shall be under no obligation to provide any further solution.

## **9. GENERAL UNDERTAKINGS BY THE COMPANY**

- 9.1. The Company acknowledges and agrees that Flink cannot provide any Services to you unless you provide all the information necessary and in such a format as we may require from time to time. Accordingly, you undertake to provide all necessary and accurate information when requested and within the timeframe set out in the request, *alternatively*, if no such timeframe is provided in the request by Flink, within a reasonable time.





- 9.2. The Company agrees to comply with all applicable laws when using the Services and you may only use the Services for lawful purposes. You will not in your use of the Services cause nuisance, annoyance, inconvenience, or property damage to Flink or a third party. You may further only use the Services for internal recruiting and job applicable procedures. Any other use, including by recruiting agencies or sourcing platforms for third parties is strictly prohibited unless Flink has expressly agreed thereto in writing.
- 9.3. The Company undertakes to cooperate with any reasonable and lawful request by Flink throughout the access to and use of the Services and the Platform.
- 9.4. The Company undertakes to communicate promptly with Flink.
- 9.5. The Company agrees to advise Flink immediately of an infringement to Flink's Intellectual Property Rights, copyright or Trademark.
- 9.6. The Company's login details are for personal and official use only and shall only be disclosed to such person(s) under the Company's control who are required to use the Services (on a need-to-know basis) and shall not be disclosed to a third party.
- 9.7. The Company agrees to inform Flink in writing of an alleged defect to the functionality of the Platform immediately after any such alleged defect/s comes to the Company's attention.
- 9.8. The Company agrees to use and operate the Platform in a proper and professional manner and in accordance with the instructions provided by Flink from time to time.
- 9.9. You shall not:
- 9.9.1. duplicate any portion of the Services, or any documentation (except for your internal use).
  - 9.9.2. modify, translate, decompile, reverse engineer, disassemble, adapt the Services, or attempt to derive the source code of the software offered through the Services.



- 9.9.3. use the Services, or allow the transfer, transmission, export, or re-export of the Services or portion thereof in violation of any applicable law, regulation or rule.
- 9.9.4. develop any software or service that is derived from the Services and materially similar in function to or competes with the Services.
- 9.9.5. bypass, hack or breach any security device or protection used by the Services or access or use the Services, with or without automated means.
- 9.9.6. remove, modify or obscure any identification or proprietary or restrictive rights markings or notices from the Services or any component thereto.
- 9.9.7. input, upload, transmit, or otherwise provide to or through the Services, any information or materials that are unlawful or injurious, including the distribution or publication of information that is in violation of applicable law, contrary to public order or public morality, or contain, transmit, or activate any software, hardware, or other technology, device, or means, including any virus, worm, malware, or other malicious computer code;
- 9.9.8. lease, sell or resell, license or sub-license, assign, distribute, publish, transfer, or otherwise make available any Services to third parties; or
- 9.9.9. aid or assist any third parties in doing any of the above.

## **10. FEES AND PAYMENT**

- 10.1. The Company shall pay the fees and costs as selected in the Credit Package, as set out on the Company's Online Profile.
- 10.2. In the event that the Company selects a Once Off Package, the Company shall make the payment on purchasing the Credits.
- 10.3. Should the Company select a Subscription Package, the Company shall make a recurring monthly payment in advance by no later than the 5th (fifth) day of each new month.



- 10.4. All fees and costs set out in an invoice or on the Company's Online Profile shall apply without deduction or set off and shall be deemed to be exclusive of Value Added Tax, or any comparable tax in any other jurisdiction, unless otherwise stated. All amounts paid by the Company to Flink are non-refundable and non-cancellable.
- 10.5. The Company will be liable for all applicable taxes, government charges and foreign exchange fees. All Fees and other amounts payable are exclusive of taxes, duties or levies, or any set-off, and bank fees.
- 10.6. In the event of failure to make payment, in addition to all other remedies available to us, Flink may:
- 10.6.1. Charge the Company interest on all overdue amounts, calculated at the prime rate of interest (as determined by Flink) plus 2% (two percent), applicable at the time of non-payment.
- 10.6.2. Charge the Company for all reimbursement costs incurred by Flink in collecting any late payment or interest, including attorneys' fees on an attorney to client scale and collection agency fees; and
- 10.6.3. Suspend the provision of Services to the Company.

## **11. REPRESENTATIONS AND WARRANTIES BY THE COMPANY**

The Company represents and warrants that:

- 11.1. The information provided to us, including personal data, is true and accurate. Should the personal data change for any reason, you undertake to amend such information, including personal data, submitted to us as soon as possible to reflect the most updated information and personal data.
- 11.2. The Services and the Platform will only be used for internal recruitment processes.
- 11.3. The person or representative submitting the Registration Form on behalf of the Company is duly authorised to enter into the Terms and to bind the Company.



- 11.4. It has conducted all internal requirements required to enter into the Terms and bind the Company thereto.
- 11.5. Should the person or representative not be authorised to bind the Company, or should the Company not have conducted the necessary internal requirements as set out above, the Company nevertheless agrees that by using the Services, the Company has ratified any such lack of authority or failure to undertake the necessary internal requirements, whether actual or purported, as the case may be.
- 11.6. The information provided to us does not contain any obscene, defamatory, illegal, discriminatory or confidential content, or any content which infringes on the intellectual property or confidentiality rights of any individual or organisation in any way.
- 11.7. You are not falsely impersonating any other person, and you are not violating any applicable law regarding the use of personal data or other relevant information.

## **12. CONFIDENTIAL INFORMATION**

- 12.1. For purposes of providing the Services, it will be necessary for the Parties to exchange and obtain certain confidential information, including without limitation, information about the other Party which is generally not known to the public, software, source code and related documentation, performance, scoring and evaluation results, lists, pricing, product plans, marketing and sales information, know-how, trade secrets or technical or financial information (“Confidential Information”). In this regard:
  - 12.1.1. The Company must treat and hold as confidential all Confidential Information which it may receive from Flink and must take all reasonable measures to ensure that its personnel who has access to the Confidential Information (strictly on a need-to-know basis) complies with this provision.
  - 12.1.2. Flink must treat and hold as confidential all Confidential Information which it may receive from the Company and must take all reasonable measures to ensure that its personnel who has access to the Confidential Information (strictly on a need-to-know basis) complies with this provision.



### **13. DATA PROTECTION**

- 13.1. In order for Flink to provide the Services, each Party understands that it shall be required to process the personal data of the Company, Flink and the Candidates respectively. Each Party shall in the provision or use of the Services (as appropriate) comply with all applicable Data Protection Legislation.
- 13.2. Each Party further warrants that it shall implement appropriate technical and organisational measures to ensure a level of data security relating to the personal data of the other Party and of the Candidate to the risk presented by the processing.
- 13.3. Any personal data that originates from the Company uploading such information onto the Company's Online Profile or having been created by the use of the Services, including the ranking results generated by the Platform, shall be the exclusive property of the Company.
- 13.4. The Company warrants that it has obtained the necessary consents and complied with the necessary Data Protection Legislation when uploading personal data to the Company's Online Profile.
- 13.5. The Company agrees and consents to Flink processing its personal data for purposes of providing the Services.
- 13.6. The Company grants us and our Affiliates, as well as any sub-processors, the right to collect, use and process the personal data only to the extent necessary to provide the Services, and in each case to enable Flink to operate and improve the Services, in accordance with our Privacy Policy.

### **14. WARRANTIES BY FLINK**

- 14.1. Flink does not warrant, whether expressed or implied, that:
  - 14.1.1. The Website or Services shall be without defect or free from any virus or other malware.
  - 14.1.2. The Website or Services shall be accessible at all times.



- 14.2. Except for any express warranties in the Terms, the Services are provided “as is”. Flink makes no other warranties, express or implied, of whatsoever nature, including but not limited to warranties of title, fitness for a particular purpose or merchantability. We do not provide any warranties against viruses, malware or spyware that may be installed on your electronic device as a result of you accessing or using the Website or the Services.
- 14.3. Flink does not warrant that the use of the Website or the Services will be uninterrupted or free from any error.
- 14.4. Flink does not warrant that we will review any information, including personal data, provided to us for purposes of establishing the accuracy of such information.
- 14.5. Flink does not warrant that the information and deliverables supplied by it to the Company during the provision of the Services is accurate and complete and it shall not be held liable from any decisions made by the Company based on the Services.
- 14.6. Flink shall not be liable for delays, interruptions, service failures or other issues experienced in and during the use of internet and electronic communications or other systems outside of our reasonable control. While the Company may have statutory rights, the duration of any such statutory warranties, will be limited to the shortest period to the extent permitted by required law.

## 15. BREACH

- 15.1. Should either Party (“the Defaulting Party”) commit a material breach of the Terms, and fails to remedy such breach within 7 (seven) Business Days of having been called upon in writing by the other Party (“the Aggrieved Party”) to do so then the Aggrieved Party will be entitled, in its **discretion** and without prejudice to its rights in this Agreement, or in law to:
- 15.1.1. To cancel the Terms and without further notice to claim damages from the Defaulting Party, provided that such breach is material (i.e., goes to the root of the Terms); or
- 15.1.2. Proceed with a claim for specific performance of the Defaulting Party’s obligations, without prejudice to the Aggrieved Party’s right to claim damages.



## **16. TERMINATION**

- 16.1. Flink reserves the right to terminate the Terms, at any time and at Flink's sole discretion, by providing 30 (thirty) days' written notice to the Company of such termination. Furthermore, Flink may immediately suspend the operation of the Services and access to the Platform to the Company in whole or in part, at any time and at Flink's sole discretion, by giving written notice to the Company. The notice shall provide the extent of such termination and/or suspension.
- 16.2. Either Party may terminate the Terms as set out in clause 15.1.1 above. In the event that the Company terminates the Terms in terms of clause 15.1.1, such termination may be subject to additional fees and costs.

## **17. LIMITATION OF LIABILITY AND INDEMNITIES**

- 17.1. You hereby confirm that your visiting, viewing, accessing and usage of the Website and our Services is voluntary and entirely at your own risk. The Company further confirms that its use of the Platform is voluntary and entirely at its own risk.
- 17.2. The Company hereby acknowledges, understands and agrees that Flink does not warrant that the viewing, accessing or use of the Website will be uninterrupted or free from any error, nor do we warrant that our Website or Services will be free from any virus, malware or spyware. Accordingly, the Company understands and agrees that Flink will not be held liable for any loss arising from the viewing, accessing and use of our website or Services. The Company is responsible for implementing appropriate procedures and systems to protect itself from such issues.
- 17.3. Notwithstanding anything to the contrary which may be contained in the Terms, Flink shall not be liable for any indirect (including consequential, punitive and special) loss, damage, loss of income, goodwill, costs and / or expenses of any nature whatsoever, whether in delict, contract or otherwise, which may arise from or in any way connected to the Website or the Services, including but not limited to the access and use thereof and any interruption to the Services which may occur.
- 17.4. The Company hereby indemnifies Flink and holds Flink harmless in respect of any loss, damage, liability, costs and / or expenses of whatsoever nature which



Flink may suffer or incur as a consequence of or arising from or attributable to any acts or omissions on the part of the Company, including without limitation any loss, damage, costs and / or expenses of any nature whatsoever suffered or incurred by Flink as a result of any claims brought against Flink, a third party, or yourself by any other third party arising out of:

- 17.4.1. Breach of your obligations under the Terms.
- 17.4.2. Failure to obtain any appropriate license or other authorisations, including the necessary consents prescribed by Data Protection Legislation.
- 17.4.3. Failure to comply with your obligations imposed in any applicable law.
- 17.4.4. Infringement of intellectual property rights of Flink or a third party; and
- 17.4.5. Breach of confidentiality.
- 17.5. The Company's liability under this indemnification shall be in addition to your liability to Flink on account of any breach of contract or in delict.
- 17.6. All implied representations and warranties which may apply to the Company, in relation to the viewing, accessing and usage of the Website or Services, are herewith expressly excluded to the maximum extent permitted by the law.
- 17.7. To the extent that our liability cannot be excluded by law, our maximum liability, whether in contract or delict or otherwise, to the Company will be limited to the minimum amount imposed by such law.
- 17.8. Notwithstanding any provision in the Terms, any claim against Flink must be instated within 6 (six) months of the cause of action arising from such claim, failing which such claim shall by agreement between the Parties prescribe.

## **18. NON-SOLICITATION**

- 18.1. Neither Party shall knowingly, for the duration of the Terms and for a period of 12 (twelve) months after the termination of the Terms, for whatsoever reason,





furnish any information or advice to anyone else which results in an employee, representative and/or agent of the other Party who was involved in the implementation or execution of the Terms to terminate his or her employment with that Party and/or any other contractual relationship, in order to become employed by, or directly or indirectly interested in, any concern which carries on business, directly or indirectly, in competition with any part, aspect or facet of the business conducted by the other Party.

## **19. INTELLECTUAL PROPERTY AND COPYRIGHT**

- 19.1. The Website, including the Platform, the domain name and the content of the Website is the exclusive property of Flink.
- 19.2. Any development, upgrade or modification of the Platform shall remain the exclusive property of Flink, even in the event that such development, upgrade or modification arose as a direct or indirect result of any input, request or idea provided by the Company.
- 19.3. Flink shall at all times retain the right, title and interest in the Website, the Platform, the Services, all copyright, patents, trade secrets, trademarks and other intellectual property rights, trade names, logos, slogans, custom graphics, button icons, scripts, videos, text, images, software, code, files, content, agreements, policies, information and other material available on the Website (“intellectual property”).
- 19.4. The Company acknowledges and agrees that the intellectual property is protected by South African and international property and copyright laws.
- 19.5. The Company shall under no circumstances copy, reproduce, replicate, redistribute, download or otherwise transfer the information and intellectual property from the Website or our Services, in any manner or form, including but not limited to electronic or mechanical means, without Flink’s prior written consent.
- 19.6. The Company understands and unequivocally agrees that your viewing, access and use of the Website, the Platform and our Services will be limited to the purpose for which it is intended and that the Company will not use our intellectual property for any purpose other than for the use of our Services which are expressly and unequivocally authorised by Flink.

## **20. GENERAL**



- 20.1. The Terms constitute the entire agreement between you and Flink and supersede any prior oral or written agreements.
- 20.2. Flink shall be entitled to sub-contract the Services or any portion thereof to a third-party service provider.
- 20.3. The Parties choose as their respective *domicile citadel et executant* for the purpose of legal proceedings and for the purpose of giving or sending any notice provided for or necessary for the Terms:

20.3.1. Flink:

The registered address of Flink at the time.

20.3.2. Company:

The address and email address provided to us on registration and as set out on the Company's Online Profile.

- 20.4. All notices shall be in writing and shall be deemed to have been duly given (i) when delivered by hand, courier or other messenger (including registered mail), during normal business hours of the recipient party; or (ii) when sent by e-mail, at the time such email enters the recipient party's mailbox.
- 20.5. Nothing in the Terms shall constitute or be deemed to constitute a partnership, employment relationship or agency between the Company and Flink.
- 20.6. Flink may assign, delegate, novate or otherwise transfer any of our rights or obligations under the Terms without notice to the Company and without the Company's consent. The Company may not assign, delegate, novate or otherwise transfer any of its rights under the Terms.
- 20.7. If at any time any provision of the Terms is or becomes invalid, illegal or unenforceable in any respect, that provision shall be deemed severed from the Terms, but the validity, legality and enforceability of the remaining provisions of the Terms shall not be affected or impaired by the severance.
- 20.8. Any waiver by us of a breach of any provision of the Terms will not be deemed a waiver of any subsequent breach of the same or another provision.
- 20.9. The Terms shall be governed by and be construed in accordance with South



African law. The Company consents and submits to the jurisdiction of the Gauteng Division of the High Court of the Republic of South Africa, Johannesburg, in any dispute arising from or in connection with the Terms.



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