

## **USER TERMS AND CONDITIONS**

entered into between  
**You** ("the User" and/or "You")

And

**Skillzpage (Pty) Ltd**  
**Registration No: 2015/127303/07**  
("Skillzpage")

### **INTRODUCTION**

- 1.1 Skillzpage is an international online service which acts as a secure platform for jobseekers and employers, or persons offering educational opportunities to connect with potential candidates for employment as well as independent freelancers persons offering their services work or those seeking education. Any person may sign up with Skillzpage in order to use the Services as described in this Agreement to you, the User, in exchange for the Fees, through the online portal, [**LINK**], which includes an application, [**LINK**].
- 1.2 The online portal is run by Skillzpage (Pty) Ltd, a Private Company based in South Africa with registration number 2015/127303/07 with Natasha Van Dyk-Bhandari as Director.
- 1.3 By selecting the "agree" button below, you accept the User Terms and Conditions of this Agreement below and you agree to be bound by the Privacy Policy[**LINK**], Cookie Policy[**LINK**].

### **INTERPRETATION**

In this Agreement clause headings are for convenience and shall not be used in its interpretation and, unless the context clearly indicates a contrary intention,

- 1.4 an expression which denotes -
  - 1.4.1 A natural person includes a juristic person and vice versa;

- 1.4.2 The singular includes the plural and vice versa.
- 1.5 The following expressions shall bear the meanings assigned to them below and cognate expressions bear corresponding meanings –
- 1.5.1 "**Agreement**" means this User Terms and Conditions, Privacy Policy[**LINK**] and the Cookie Policy, [**LINK**] as set out in this document, including the forms and choices you select and complete on the Skillzpage's online portal [**LINK**] and/or application[**LINK**] which You enter into from time to time in provision of the Services;
- 1.5.2 "**Commencement Date**" means the date of acceptance by You of the Terms and Conditions of this Agreement;
- 1.5.3 "**Confidential Information**" means such confidential information, Intellectual Property, Personal Information and trade secrets in respect of either Party including, but without limiting the generality of the foregoing, its systems, services, products, processes, financial information, source code, User account credentials, trading results, sources of financing, financing arrangements, employment policies and remuneration, commission and profit sharing structures, agency agreement, all methods of operation, client and User details, know-how, technical details, techniques, designs, drawings, lay-outs, pricing structures, quotations, computer print-outs, names of clients and potential customers, suppliers and any other matter/s which relates to the subject matter of this Agreement and in respect of which is not readily available in the ordinary course of business to a competitor of that Party.
- 1.5.4 "**Fees**" means all amounts charged by Skillzpage, whether on a variable pro-rata basis or a fixed charge, as designated on [**LINK**];
- 1.5.5 "**Intellectual Property**" means all discoveries, inventions, copyrights, patents (whether registered or capable of registration), trademarks (whether registered or capable of registration), designs, models, patterns, trade names, processes,

products, know-how, business plans, marketing plans, User Generated Content or other information of a proprietary nature relating to the Services;

- 1.5.6 **"Parties"** means collectively all the parties to this Agreement and **"Party"** means any one of them as the context may indicate;
- 1.5.7 **"personal information"** means information relating to an identifiable, living, natural person, and where it is applicable, an identifiable, existing juristic person, including, but not limited to—
- 1.5.7.1 Information relating to the race, gender, sex, pregnancy, marital status, national, ethnic or social origin, colour, sexual orientation, age, physical or mental health, well-being, disability, religion, conscience, belief, culture, language and birth of the person;
- 1.5.7.2 Information relating to the education or the medical, financial, criminal or employment history of the person;
- 1.5.7.3 Any identifying number, symbol, e-mail address, physical address, telephone number, location information, online identifier or other particular assignment to the person;
- 1.5.7.4 The biometric information of the person;
- 1.5.7.5 The personal opinions, views or preferences of the person;
- 1.5.7.6 The name of the person if it appears with other personal information relating to the person or if the disclosure of the name itself would reveal information about the person;
- 1.5.8 **"PayPal account"** means an online payment method developed by Paypal Holdings Inc;
- 1.5.9 **"Skillzpage SecureHold"** means a separate account held on behalf of a User for the purposes of the provision of the Services provided to Users;

- 1.5.10 **"Services"** means, depending on the options You select on the online portal, a combination of any one (1) or more of the following defined service/s and/or product/s:
- 1.5.10.1 **"Advertisements"** means any of the following choices available for You to select on the online portal:
- 1.5.10.1.1 Placement of banner/s, poster/s, advertisement/s, description/s, text/s, information, words or other methods of drawing attention to You, your products and services via any of the following:
- 1.5.10.1.1.1 The online portal; or
- 1.5.10.1.1.2 Through the telephonic, postal, electronic email or other communication methods made available to Skillzpage by other Users.
- 1.5.10.1.2 Placement of banner/s, poster/s, advertisement/s, description/s, text/s information, words or other methods of drawing attention of your jobs, work, employment opportunities or work on a contractual basis.
- 1.5.10.2 **"CV database"** means, depending on the choices You select on the online portal, access to the database of personal information and User Generated Content of other Users in order to source their employment or work on a contractual basis;
- 1.5.10.3 **"Video Interviews"** means, depending on the options You select on the online portal, access to User Generated Content, (including but not limited to) electronic multimedia uploaded by another User in connection with sourcing their potential employment, skills, labour, work or work on a contractual basis;

- 1.5.10.4            **“Freelance Solutions”** means, depending on the choices You select on the online portal, access to any one (1) or more of the following:
- 1.5.10.4.1            Disclosing, advertising of, or providing your personal information to another User through Skillzpage’s CV database for the sourcing of work on a contractual basis;
- 1.5.10.4.2            Communication, payment security options, performance tracking, and other facilitation of the creation, completion and performance of contract/s between two Users, including a User Contract;
- 1.5.10.5            Various descriptions, reviews, impressions, or other User Generated Content displayed, provided or otherwise processed for You, whether or not compiled into a visually represented score (**“Trust Star Rating”**), regarding another User.
- 1.5.10.6            Communication, payment security options via a SecureHold account, performance tracking, and other facilitation of the creation, completion and performance of contract/s, provision of goods and services between two Users;
- 1.5.10.7            **“Skillzpage Dispute Resolution Service”** means a method of dispute resolution, governed by the provisions contained in a User Contract between Users;
- 1.5.11            **“User Generated Content”** means any form of content such as information, data, reviews, comments, feedback, electronic multimedia, whether compiled into a visually represented score or not, video footage created by You, provided to Skillzpage by You or another User relating to the Services in order for Skillzpage to perform the Services;
- 1.5.12            **“User”** and/or **“You”** depending upon the context of the Services and the options selected on the Skillzpage website, means either –

- 1.5.12.1 A person entering into this Agreement for the purposes of providing their information, directly or indirectly in order to look for work on a contractual basis, offer their employment, labour, skills, abilities to another User, for consideration; or
- 1.5.12.2 A person entering into this Agreement for the purposes of searching for a suitable User directly or indirectly to employ, source their labour, skills, abilities on a contractual basis, or to produce work for consideration; and
- 1.5.12.3 A person entering into this Agreement for the purposes of advertising their educational goods and services for consideration.
- 1.5.13 **"User account credentials"** means any username or password of an account allowing access to the online portal.
- 1.5.14 **"User Contract"** means a contract entered into between two or more Users through the online portal, the terms of which will vary as agreed between the applicable Users, which shall include the standard terms contained in Annexure A below.
- 1.6 If any provision in a definition is a substantive provision conferring a right or imposing an obligation on You or Skillzpage then, notwithstanding that it is only in a definition, effect shall be given to that provision as if it were a substantive provision in the body of this Agreement.
- 1.7 When any number of days is prescribed in this Agreement, same shall be reckoned exclusively of the first and inclusively of the last day unless the last day falls on a Saturday, Sunday or public holiday. In which case the last day shall be the next succeeding day which is not a Saturday, Sunday or public holiday.
- 1.8 The use of the word "including" followed by a specific example/s shall not be construed as limiting the meaning of the general wording preceding it and the *eiusdem generis* rule shall not be applied in the interpretation of such general wording or such specific examples.

- 1.9 The terms of this Agreement having been negotiated, the rule of construction to the effect that the Agreement shall be interpreted against the Party responsible for its drafting or preparation, shall not be applied in the interpretation of this Agreement.

## 2 SERVICES AND DELIVERY POLICY

- 2.1 Skillzpage shall provide the Services to You which you have specifically chosen as per your selections on the online portal in exchange for the Fees, provided that you comply with all the terms and conditions contained in this Agreement.
- 2.2 Subject to capacity and receipt of payment, requests will be processed according to your selections on the online portal and processed within 14 days. Delivery shall be confirmed in one of the manner/s you have elected on the online portal and or your *Domicilium* as per clause 7.

## 3 SKILLZPAGE SECUREHOLD ACCOUNT

- 3.1 Depending upon your selections of the Services, you may be provided with a Skillzpage Securehold account. The purpose of the Skillzpage Securehold account is to provide controlled payments to be made on behalf of You, or for another User, which is owing due to the provisions of a User Contract.
- 3.2 You agree to the following terms when provided with a Skillzpage Securehold account ("the account"):
- 3.2.1 Only use the account for business purposes;
- 3.2.2 You hereby agree to authorise Skillzpage to act as an escrow agent in connection with the Services and authorise Skillzpage to:
- 3.2.2.1 Receive, hold, and/or make payment/s to, or from the account, to You, another User, or Skillzpage, depending upon either:

- 3.2.2.1.1 The fulfilment of the terms of the User Contract, read together with this Agreement; or
  - 3.2.2.1.2 By prior, informed, written agreement between the Users who have agreed to the terms of that specific User Contract, unless otherwise prohibited by the specific User Contract, or this Agreement.
- 3.2.3 You further authorise Skillzpage to hold the monies received into the account wherever, in the sole discretion of Skillzpage:
- 3.2.3.1 Skillzpage requires additional verification of personal information, data, banking details and other information;
  - 3.2.3.2 A dispute arises between Users who have agreed to that specific User Contract;
  - 3.2.3.3 Skillzpage is required to do so in accordance with any applicable legislation or other operation of law, the violation of which would attract administrative, civil, criminal or similar sanction;
  - 3.2.3.4 You have attempted to breach, or have breached any of the terms of this Agreement;

#### 4 **FEES**

- 4.1 Skillzpage will charge you certain Fees depending upon your selections of the Services on the online portal.
- 4.2 Skillzpage reserves the right to adjust and/or increase its fee structure charged to You from time to time. You will be notified via your contact details as designated on the online portal.

#### 5 **PAYMENT AND REFUND POLICY**

- 5.1 Payment for the Services shall be made without set-off or deduction/s, depending upon the options you select on the online portal:
- 5.1.1 Immediately;
  - 5.1.2 Within 14 (fourteen) days following the issuing of an invoice in accordance with clause 5.4 to You; or
  - 5.1.3 In advance.
- 5.2 If a User makes payment of any amount due following a suspension of the Services as provided for in clause **Error! Reference source not found.**, Skillzpage shall restore access to the Services and the online portal for all applicable accounts and Authorised Person/s.
- 5.3 You agree that you shall permit Skillzpage to process and store your billing information and Personal Information for the purpose of providing the Services to you. All billing information will be kept separately from your personal information. For more information, we refer you to clause 5.13 below and to [www.paygate.co.za](http://www.paygate.co.za) for more information.
- 5.4 Skillzpage will provide you with an invoice of the Fees applicable to your selection/s of the Services. The invoice will constitute a rebuttable presumption of all Fees, interest and bank charges applicable to You and due to Skillzpage.
- 5.5 If You fail to make payment of any amount due in accordance with this Agreement, Skillzpage may, without prejudice to any other recourse in law or any other right conferred by another provision of this Agreement, do any of the following:
- 5.5.1 Cancel, terminate or suspend your access (including any sub-accounts controlled by any Authorised Person/s) to the online portal within 30 (thirty) days of your failure to pay an amount reflected in an invoice;

- 5.5.2 Cancel, terminate or suspend your access to any Services provided by Skillzpage;
  - 5.5.3 Charge compound interest on any overdue amount at the applicable repo rate as determined by the South African Reserve Bank plus 4 (four) percent per annum; and
  - 5.5.4 Recover any fraudulent charges, erroneous or duplicate transactions or reversals for any reason from You.
- 5.6 The merchant outlet country at the time of presenting payment options to the cardholder is South Africa. Transaction currency is South African Rands (ZAR) for Users situated in South Africa. For all other Users, Skillzpage will operate in U.S. Dollars. All card transactions will be processed by Paygate and settled in South African Rands (ZAR).
- 5.7 You agree that Skillzpage will not be responsible for currency fluctuations, changes and variations that occur when processing, receiving or making payments using a credit card, debit card, cheque, Electronic Fund Transfer (“**EFT**”) or automated clearinghouse to and from your debit card, credit card or PayPal account, when that currency is denominated in a currency other than U.S. Dollars.
- 5.8 You agree that Skillzpage shall only be entitled to refund You in respect of the following circumstances:
- 5.8.1 When You have made an erroneous payment to Skillzpage in excess of any amount due in terms of any invoice or where no payment was due, owing or payable to Skillzpage;
  - 5.8.2 When Skillzpage, in its discretion, considers it necessary to avoid a credit card chargeback; and
  - 5.8.3 When a Dispute Resolution Service has successfully been resolved in your favour under a User Contract.

- 5.9 You may use Visa or Mastercard credit card, debit card, EFT or a PayPal account when making payment of any amount due in terms of an invoice.
- 5.10 You acknowledge and understand that all User personal information will be stored on the online portal.
- 5.11 You acknowledge Your personal information will be stored separately from any payment information and/or card transaction information.
- 5.12 Skillzpage, takes responsibility in respect of Paygate (Pty) Ltd relating to the provision of the account, services sold on the online portal, customer service and support and dispute resolution.
- 5.13 You further acknowledge and understand that all card transactions and payment information will be processed by Paygate who are the approved payment gateway for all South African Acquiring Banks. Paygate uses the appropriate security systems and encryption, including but not limited to a Secure Socket Layer 3 encryption ("SSL3") and no payment information is stored on the online portal. This is to ensure your privacy and security and Skillzpage will keep your personal information separate from your payment information. No payment information is stored on the online portal and payment information will be stored securely. You may go to [www.paygate.co.za](http://www.paygate.co.za) to view their security certificate and security policy.

## **6 GOVERNING LAW**

- 6.1 This Agreement shall be governed by and interpreted in accordance with the laws of the Republic of South Africa. You and Skillzpage agree to submit to the exclusive jurisdiction of the South African courts.

## **7 INTELLECTUAL PROPERTY**

- 7.1 You agree to grant to Skillzpage an unlimited licence to upload, publish, post, edit and remove any lawful User Generated Content for the purposes of providing the Services under this Agreement which may include, but is not limited to a licence

to use any lawful User Generated Content, for the marketing of the Services, composition of a Trust Score Rating and/or a review for each User.

7.2 You agree to allow Skillzpage to process, store and display your personal information relevant to the provision of the Services in accordance with the applicable personal information protection laws in the Republic of South Africa, in order for Skillzpage to render the Services to You.

7.3 As a consequence of the provision of the Services to You, You shall not gain any rights of ownership in any Intellectual Property of Skillzpage.

## 8 **INDEMNITY**

8.1 You agree that You shall indemnify and keep indemnified Skillzpage against all costs, claims, proceedings, liabilities and expenses whatsoever arising from your breach of this Agreement or your acts of negligence or negligent omissions.

8.2 You agree that You shall not hold Skillzpage liable for any delay in performing, or any failure to perform, any obligation under this Agreement due to any cause beyond its reasonable control, including, but without being limited to any of the following: strikes, lockouts or other industrial action, sabotage, terrorism, civil commotion, riot, political riot or disturbance, invasion, war, threat of or preparation for war, fire, explosion, storm, flood, subsidence, epidemic or other natural physical disaster, impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport, or any act of any state or government or other authority having jurisdiction over either party.

8.3 You agree that Skillzpage, to the full extent legally permissible, does not guarantee, warrant (whether express or implicit) the timeliness, sequence, accuracy, or completeness of the personal information, User Generated Content or any other information provided to You through the Services rendered to You. You agree that you shall not be entitled to place any reliance on the foregoing information for any purpose.

- 8.4 You acknowledge that, despite any terms, warranties, guarantees or representations (whether express or implicit) to the contrary contained in this Agreement, Skillzpage is not a party to the interactions between You and another User or Users entering into an User Contract through the provision of the Services and accordingly Skillzpage does not guarantee or warrant (whether express or implicit) that a User is able to perform the work for which that User engages or contracts, promises or otherwise deals with You.
- 8.5 You agree that this Agreement does not and shall not be construed as establishing or creating a partnership, joint venture or agency between You and Skillzpage.
- 8.6 You agree that Skillzpage, to the full extent legally permissible, does not guarantee or warrant (whether express or implicit) that the online portal and any data accessed or downloaded through it is free of infection, viruses, worms, Trojan horses or any other harmful third party programmes.
- 8.7 You acknowledge that Skillzpage's ability to make the Services and the online portal available relies on internet and communications systems which may be unavailable due to interruptions or maintenance to such systems which are not in control of Skillzpage. Skillzpage hereby gives You notice of such unavoidable interruptions and delays in providing the Services to You and the online portal and undertakes to give You timely notice if scheduled maintenance to any of Skillzpage's systems will cause an interruption or delay in the provision of the Services or the online portal.
- 8.8 You agree that the use of the Skillzpage Services and online portal are entirely at your own risk. You assume full responsibility for the risk or loss resulting from the use of the online portal. You agree that Skillzpage will not be held liable for any damages, whether special or otherwise resulting from, (but not limited to):
- 8.8.1 The use of the Services or the online portal, transactions entered into through the online portal;

- 8.8.2 Information, data, statements, disclosures, promises, representations, (including any contained in User Generated Content) or undertakings made by another User or third party;
- 8.8.3 Your failure to maintain the security of the account and sub-accounts provided to You by Skillzpage;
- 8.8.4 Infection, viruses, worms, Trojans or other third party malicious software; and
- 8.8.5 Malicious attack/s by a third party or a User on the integrity, safety and security of the online portal.

## 9 **CONFIDENTIAL INFORMATION**

- 9.1 You and Skillzpage hereby undertake in favour of each other that they will not at any time during the subsistence of this Agreement or for a period of three (3) years after the expiry or termination of this Agreement for whatsoever reason, use or divulge any Confidential Information relating to the other party without that Party's express, prior written consent.
- 9.2 You and Skillzpage shall use your best efforts to keep in strict confidence, and shall bind all of your employees, consultants, agents and representatives to keep in strict confidence, the Confidential Information of the other Parties.
- 9.3 The following information will not be regarded as Confidential Information for the purposes of this Agreement -
  - 9..3.1 Any information which is or becomes generally available to the public so as to become part of the public domain, without breach of any confidentiality undertaking;
  - 9.3.2 Any information which becomes available to You or Skillzpage on a non-confidential basis from a source other than the other Party in circumstances that do not give rise to a breach of this Agreement;

- 9.3.3 Any information which is disclosed by a Party in order to comply with any order of Court of competent jurisdiction or the provisions of any law or regulation in force from time to time, provided always that the Party shall have advised the other Party in writing prior to such disclosure in order to enable that other Party to take such steps as they deem necessary to protect its interests in such information; and provided further that the disclosing Party shall disclose only that portion of the Confidential Information which it is legally required to disclose and shall use its best endeavours to protect the confidentiality of any information so disclosed.

## 10 NON-SOLICITATION AND PROTECTION OF SKILLZPAGE'S BUSINESS

- 10.1 In this clause 10, unless the context clearly indicates a contrary intention, the following expressions bear the meanings assigned to them below and cognate expressions bear corresponding meanings –
- 10.1.1 **"the Restraint Period"** shall mean the period of this Agreement and the period of 12 (twelve) months from the termination date of this Agreement for any reason whatsoever; and
- 10.1.2 **"the Restraint Area"** shall mean the Province of Gauteng in the Republic of South Africa.
- 10.2 You acknowledge that, by virtue of your relationship with Skillzpage, You may become intimately involved with the business and affairs of Skillzpage and have access to its Confidential Information. You further acknowledge that if You are not restricted from competing with Skillzpage as provided for herein, Skill page may potentially suffer economic prejudice including (but by no means limited to) loss of goodwill. In light of this, Skillzpage considers it essential to protect its interests. You therefore agree that You will precluded from carrying on certain activities which may be harmful to Skillzpage.
- 10.3 You, as separate and binding obligations, hereby undertake and warrant in favour of Skillzpage and its successors-in-title or assign that You will not: -

- 10.3.1 During the Restraint Period, and within the Restraint Area, directly or indirectly, either alone or in association with any other person whomsoever and whether for his own account or in the capacity of employee, partner, agent, consultant, shareholder, member or director of any other person, firm or company, carry on or engage in or be concerned with or interested in any business which carries on or is similar to or competes with the Skillzpage Services;
- 10.3.2 During the Restraint Period, and within the Restraint Area, communicate with any employee of Skillzpage for the purposes of inducing such employee to leave the employ of Skillzpage, as the case may be, nor in fact directly to employ such employee or to induce any other person to do so; and
- 10.3.3 During the Restraint Period, and within the Restraint Area, solicit, induce or entice away or attempt to solicit, induce or entice away any supplier, customer or client of Skillzpage who was a supplier, customer or client of Skillzpage as at the Commencement Date or at any time between the Commencement Date and the date of termination or expiry of the Agreement for whatever reason.

## **11 NON-CESSION**

- 11.1 The rights and duties created by this Agreement in your favour shall not be capable of being ceded or assigned by You unless such cession or assignment is agreed to in writing by Skillzpage.

## **12 AUTHORITY TO ACT**

- 12.1 You, by accepting the terms of this Agreement, warrant that the person accepting the terms of this Agreement, has authority to act on behalf of the person, entity or its affiliates as the case may be and all those persons that have access to the Services provided by Skillzpage through the online portal and are at least 18 years of age;

- 12.2 Depending upon your selection of the Services, You may be entitled to permit multiple persons (“**Authorised Person/s**”) to access the Services under this Agreement. In such a case You agree that:
- 12.2.1 You only allow Authorised Persons access to the Services through the online portal, by way of sub-accounts provided to You by Skillzpage;
  - 12.2.2 You shall have the right to decide which Authorised Person will have access to Skillzpage’s Services through the method of sub-accounts mentioned in clause 12.2.1 above;
  - 12.2.3 You will ensure that the Authorised Persons understand and agree to the terms and conditions contained in this Agreement;
  - 12.2.4 You will ensure that the Authorised Persons are at least 18 years of age; and
  - 12.2.5 You will not transfer, assign, cede or provide User account credentials to any other person or entity.
- 12.3 You or an Authorised Person may not create an account or sub-account by way of an automated or computer generated method; and
- 12.4 You further warrant that You or an Authorised Person have not previously had the provision of Skillzpage’s Services to You or an Authorised Person terminated for any reason whatsoever.

### 13 **USER’S OBLIGATIONS**

- 13.1 You agree that whilst making use of the Services and/or the online portal, You shall not do any of the following:
- 13.1.1 Post, edit, create, link to, or upload any unlawful User Generated Content, including content that is considered to constitute, in the opinion of Skillzpage, to be any of the following:

- 13.1.1.1 Pornographic material, nudity, hate speech or incitement of hate speech;
- 13.1.1.2 False information;
- 13.1.1.3 Abusive, Discriminatory or prejudicial content;
- 13.1.1.4 Defamatory content;
- 13.1.1.5 Irrelevant or unsolicited content intended for advertising, phishing or spreading malware("Spam");
- 13.1.1.6 Malicious software, or software which places an unreasonable strain on the provision of access to, or performance of, the online portal;
- 13.1.2 Falsify or provide grossly inaccurate personal information or User Generated Content;
- 13.1.3 Disclose unauthorised Confidential Information of another User or provide the means to access the Confidential Information to third parties;
- 13.1.4 Steal the Intellectual Property of Skillzpage or another User, or any User's personal information and User Generated Content or their User account credentials by way of any malicious software or tools, plugins, scrapings and the like;
- 13.1.5 Intentionally collude with another User to lower any payment or pricing terms in order to avoid or reduce any Fees which Skillzpage may be entitled to charge under this Agreement or a User Contract;
- 13.1.6 Fail to adhere to the conduct required by South African data protection legal obligations towards other Users or Skillzpage;
- 13.1.7 Advertise or seek to advertise the employment of or provision of unlawful work, including work such as, but not limited to prostitution, sex work and escort services, pyramid schemes, fraud and other illegal activities;

- 13.1.8 Contact, make payment, communicate, advertise, or otherwise engage with another User directly in circumvention of Skillzpage's Services rendered to You and the online portal;
  - 13.1.9 Make use of the Services and the online portal in an unprofessional, unethical, or *mala fide* manner as determined in the sole discretion of Skillzpage to constitute a contravention of this clause, or any other clause in this Agreement; and
  - 13.1.10 Fail to perform, to a reasonable degree of due care and skill, as solely determined by Skillzpage, an obligation or performance required and contained in a User Contract.
- 13.2 You must manage and ensure that all steps have been taken to comply with all applicable legislation (such as labour, health and safety requirements) in accordance with South African law when interacting with Skillzpage, or another User, or when performing an obligation in terms of a User Agreement;
- 13.3 You agree to ensure that you have access to a suitable internet connection and equipment when creating User Generated Content; and
- 13.4 You agree to report any breach of the obligations by You or another User contained in this clause 13, to **[LINK]**, that you become aware of, by any means whatsoever;
- 13.5 You agree that Skillzpage is entitled to:
- 13.5.1 Refuse to publish; or
  - 13.5.2 Remove;

any information, personal information, User Generated Content, which does not comply with any term contained in this clause 13, with or without prior notice to You.

## 14 BREACH

- 14.1 Should You or Skillzpage (“**the breaching party**”) commit a breach of this Agreement and fail to remedy the breach within 7 (seven) days written notice calling upon the breaching party to do so, then the other party will be entitled, without prejudice to any other rights that the other may have, to cancel the Agreement by giving written notice to that effect to the other party.
- 14.2 Skillzpage shall be entitled to claim and recover its legal costs in enforcing this Agreement, including collection commission and tracing fees on an attorney and own client scale in accordance with the rules applicable to the High Court of South Africa.
- 14.3 For the purposes of this Clause, a material breach shall include contravention of any of the User’s obligations contained in clause 13.

## 15 NEGOTIATION, ARBITRATION AND MEDIATION BETWEEN USERS AND SKILLZPAGE

- 15.1 You agree that should a dispute arise between You and Skillzpage in regard to:
- 15.1.1 The interpretation of;
  - 15.1.2 The effect of;
  - 15.1.3 The Parties respective rights or obligations under;
  - 15.1.4 A breach of;
  - 15.1.5 The termination of; or
  - 15.1.6 Any matter arising out of the termination of this Agreement, that dispute shall be decided by arbitration in the manner set out in this clause.

- 15.2 The arbitrator shall be appointed by the Parties and, failing agreement, shall be nominated by the Arbitration Foundation of Southern Africa ("AFSA"). Should AFSA not be in existence at the time, the nomination shall be made by the Chairman for the time being of the Johannesburg Bar Council. The following further provisions will apply:
- 15.2.1 The arbitration shall be held at Johannesburg;
- 15.2.2 The arbitration shall be held in accordance with the Rules of AFSA, or if AFSA shall not be in existence, in accordance with the formalities and procedures settled by the arbitrator, which shall be in an informal and summary manner, that is, it shall not be necessary to observe or carry out either the usual formalities or procedure or the strict rules of evidence, and otherwise subject as aforesaid to the *Arbitration Act, 1965* of the Republic of South Africa and any statutory modification or re-enactment thereof;
- 15.2.3 The arbitrator shall be entitled to: -
- 15.2.3.1 Investigate or cause to be investigated any matter, fact or thing which he considers necessary or desirable in connection with any matter referred to him for decision;
- 15.2.3.2 Decide the matters submitted to him according to what he considers just and equitable in all the circumstances, having regard to the purposes of this Agreement; and
- 15.2.3.3 Make such award, including an award for specific performance, an interdict, damages or a penalty or the costs of arbitration or otherwise as he in his discretion may deem fit and appropriate.
- 15.2.3.4 The arbitration shall be held as quickly as possible after it is demanded, with a view to it being completed within thirty days after it has been so demanded;

- 15.2.3.5 This clause is severable from the rest of the Agreement and shall therefore remain in effect even if this Agreement is terminated;
- 15.2.3.6 This clause shall not preclude a Party from obtaining interim relief on an urgent basis from a court of competent jurisdiction pending the decision of the arbitrator;
- 15.2.3.7 The Users hereby consent to the non-exclusive jurisdiction of the High Court of South Africa (Gauteng Local Division, Johannesburg) in respect of the proceedings in this clause and the above Court shall have jurisdiction to enforce any award made by an arbitrator under this clause; and
- 15.2.3.8 The parties will keep the evidence in the arbitration proceedings and any order made by any arbitrator confidential unless otherwise contemplated. The arbitrator will have the power to give default judgment if any party fails to make submissions on due date and/or fails to appear at the arbitration.

## 16 DOMICILIUM AND NOTICES

- 16.1 You agree to declare your *domicilium citandi et executandi* ("**Domicilium**") for all purposes relating to this Agreement, including the giving of any notice, the payment of any sum, and the serving of any process, whether this Agreement has expired or terminated, as per your completion of the forms when creating an account with Skillzpage.
- 16.2 Skillzpage hereby agrees to declare its *Domicilium* as follows:
- |                   |  |
|-------------------|--|
| Physical address: | 900 Alverstroke Avenue, Little Falls, Roodepoort, Johannesburg, 1724 |
| E-mail:           | info@Skillzpage.com  |
| Postal Address:   | 900 Alverstroke Avenue, Little Falls, Roodepoort, Johannesburg, 1724 |

- 16.3 You and Skillzpage shall be entitled from time to time, by giving written notice to the other, to vary its physical *Domicilium* to any other physical address (not being a post office box or poste restante) within the Republic of South Africa, to vary its postal *Domicilium* to any other postal address within the Republic of South Africa;
- 16.4 Any notice given and any payment made by You or Skillzpage to any other ("**Addressee**") which is -
- 16.4.1 Delivered by hand between the hours of 09h00 and 17h00 on any Business Day to the Addressee's physical *Domicilium* for the time being shall be deemed to have been received by the Addressee at the time of delivery;
- 16.4.2 Posted by prepaid registered post to the Addressee's postal *Domicilium* for the time being shall be rebuttably presumed to have been received by the Addressee on the 7<sup>th</sup> (seventh) day after the date of posting.
- 16.5 This *Domicilium* clause shall not operate so as to invalidate the giving or receipt of any notice which is actually received by the Addressee other than by a method referred to in this clause;
- 16.6 Any notice required or permitted to be given in terms of this Agreement shall be valid and effective only if in writing; and
- 16.7 You agree that from time to time Skillzpage will be entitled to contact You via any method, (including but not limited to) electronic email or short message service ("SMS"), in order to evaluate its provision of the Services to You and to promote Skillzpage products and other services;

## 17 **WHOLE AGREEMENT**

- 17.1 This Agreement constitutes the sole record of the agreement between Skillzpage and You in relation to the subject matter hereof. Neither You or Skillzpage shall be bound by any express or implied term, representation, warranty, promise or the like not recorded herein. This Agreement supersedes and replaces all prior

commitments, undertakings or representations, whether oral or written, between You and Skillzpage in respect of the subject matter hereof.

- 17.2 Skillzpage shall be entitled to vary, amend or change the terms contained in this Agreement, at its sole discretion, without prior notice to you at any time.
- 17.3 No addition, variation, amendment or agreed cancellation of this Agreement by You shall be of any force or effect unless reduced to writing and signed by both You and Skillzpage.
- 17.4 No indulgence, partial exercise of, failure to exercise or delay in exercising any right, power, privilege or remedy in terms of this Agreement provided to You by Skillzpage or *vice versa* shall be construed as a waiver of any rights by Skillzpage or You, unless both Parties reduce same to writing and is signed by both Parties.
- 17.5 If any provision of this Agreement is declared unlawful, void or unenforceable by a competent court or authority, then that provision shall be severed from the Agreement and will not affect the validity and enforceability of the remaining provisions.

## **ANNEXURE A – USER CONTRACT**

### **USER CONTRACT**

Entered into between

Two or more Users

#### **1. INTRODUCTION**

- 1.1. Skillzpage is an international online service which acts as a secure platform for jobseekers and employers, or persons offering educational opportunities to connect with potential candidates for employment as well as independent freelancer persons offering their services, work or those seeking education.
- 1.2. Pursuant to the Services that Skillzpage provides, the terms contained in this Annexure A shall govern the relationship between two or more Users who have entered into a User Contract for the provision of reciprocal obligations to each other. By selecting the “agree” button on the online portal [**LINK**], you accept the terms contained in this Annexure A below.

#### **2. INTERPRETATION**

- 2.1. The terms contained in the Skillzpage User Terms and Conditions described above governing the names of parties, the interpretation and definitions of words of same shall apply to this Annexure A *mutatis mutandis*.
- 2.2. In addition to the terms used as above, the following expressions shall bear the meanings assigned to them below and cognate expressions bear corresponding meanings –
- 2.3. “**Annexure A**” or “**User Contract**” means this User Contract, entered into between two or more Users as set out in this Annexure, including any particular specific further

agreement/s reached between Users pertaining to any reciprocal obligations to be performed in favour of the other, using the Skillzpage online portal [[LINK](#)].

### **3. OBLIGATION/S FOR CONSIDERATION**

3.1. by entering to this User Contract, both parties agree that they have, through the course of their interactions on the online portal, clearly defined, in writing, clearly located on the online portal, which shall form part of this User Contract and shall be specifically incorporated, the following:

3.1.1. An agreed description of the work to be provided, completed or prepared for another Party, whether:

3.1.1.1. a tangible or intangible product or good, including any intellectual property; or

3.1.1.2. a service.

3.1.2. An agreed set of terms to determine what consideration is to be paid to another User and when the consideration, or part thereof is to be paid;

3.1.3. An agreed set of terms to determine when the work described in clause 3.1.1 is due to be provided and/or performed;

3.1.4. An agreed set of terms to determine the ownership of the intellectual property which may be produced by a party to this User Contract in accordance with clause 3.1.1.

### **4. SKILLZPAGE DISPUTE RESOLUTION SERVICE**

4.1. You agree that should a dispute arise between You and another User in regard to:

4.1.1. The interpretation of;

4.1.2. The effect of;

4.1.3. The Parties respective rights or obligations under;

4.1.4. A breach of;

4.1.5. The termination of; or

4.1.6. Any matter arising out of the termination of this User Contact, that dispute shall be submitted for arbitration to Skillzpage, or a third party chosen by Skillzpage in the manner set out in this clause, following an attempt by either party at negotiation.

4.2. You agree that by submitting a dispute to Skillzpage, you will be liable for a Fee in exchange for providing the dispute resolution service as provided for under this clause.

4.3. You agree that certain disputes may not be raised after the time period to raise a dispute has passed. You acknowledge that it is your obligation to ensure that you are aware of the time limits therein. A list of the time limits can be found on the online portal at **[LINK]**.

4.4. The arbitrator shall be Skillzpage or a third party nominated by Skillzpage. The following further provisions will apply:

4.4.1. The arbitration shall be held in accordance with the rules prescribed by the Arbitrator, which shall be in an informal and summary manner, that is, it shall not be necessary to observe or carry out either the usual formalities or procedure or the strict rules of evidence, and otherwise subject as aforesaid to the *Arbitration Act, 1965* of the Republic of South Africa and any statutory modification or re-enactment thereof;

4.4.2. The record of the dispute and submissions of the parties for the purposes of making an award, determination or decision under this clause shall include the following:

- 4.4.2.1. The User Contact;
  - 4.4.2.2. Any and all correspondence, of whatsoever nature and the physical and/or electronic record thereof between Users;
  - 4.4.2.3. The product, service/s or good/s which was to be provided by a party to the other/s in exchange for consideration in accordance with the User Contact entered into between each User;
  - 4.4.2.4. Any written submission/s, statement/s and/or verbal communication/s submitted to the arbitrator by or on behalf of a User in support of the dispute.
- 4.4.3. The arbitrator shall be entitled to: -
- 4.4.3.1. Investigate or cause to be investigated any matter, fact or thing which he considers necessary or desirable in connection with any matter referred to him for decision;
  - 4.4.3.2. Decide the matters submitted to him according to what he considers just and equitable in all the circumstances, having regard to the purposes of this Agreement; and
  - 4.4.3.3. Make such award, including an award for specific performance, an interdict, damages or a penalty or the costs of arbitration or otherwise as he in his discretion may deem fit and appropriate.
  - 4.4.3.4. Should, during the course of the dispute resolution service proceedings, it be found by the arbitrator that a User has breached a User obligation contained in clause 13 of the User Terms and Conditions entered into between a User and Skillzpage, Skillzpage will be entitled to suspend and/or cancel access to the online portal by that User and cancel that contract with that User, in accordance with the cancellation clause of the User Terms and Conditions contained therein.

- 4.4.3.5. The arbitration shall be held as quickly as possible after it is demanded, with a view to it being completed within thirty days after it has been so demanded;
- 4.4.3.6. This clause is severable from the rest of the User Contract and shall therefore remain in effect even if User Contract is terminated;
- 4.4.3.7. This clause shall not preclude a Party from obtaining interim relief on an urgent basis from a court of competent jurisdiction pending the decision of the arbitrator;
- 4.4.3.8. The Users hereby consent to the non-exclusive jurisdiction of the High Court of South Africa (Gauteng Local Division, Johannesburg) in respect of the proceedings in this clause and the above Court shall have jurisdiction to enforce any award made by an arbitrator under this clause; and
- 4.4.3.9. The parties will keep the evidence in the arbitration proceedings and any order made by any arbitrator confidential unless otherwise contemplated. The arbitrator will have the power to give default judgment if any party fails to make submissions on due date and/or fails to appear at the arbitration.

## 5. BREACH

- 5.1. Should a User ("**the breaching party**") commit a breach of this User Contract and fail to remedy the breach within 7 (seven) days written notice calling upon the breaching party to do so, then the other party will be entitled, without prejudice to any other rights that the other may have, to cancel the User Contract by giving written notice to that effect to the other party.
- 5.2. You shall be entitled to claim and recover its legal costs in enforcing this User Contract including collection commission and tracing fees on an attorney and own client scale in accordance with the rules applicable to the High Court of South Africa.

## 6. AUTHORITY TO ACT

6.1. The parties, by accepting the terms of this User Contact, warrant that the person accepting the terms of this User Contact, has authority to act on behalf of the person, entity or its affiliates as the case may be and all those persons that have access to the Services provided by Skillzpage through the online portal and are at least 18 years of age;

## 7. DOMICILIUM AND NOTICES

7.1. Both Parties agree to declare their respective *domicilium citandi et executandi* ("**Domicilium**") for all purposes relating to this User Contract, including the giving of any notice, the payment of any sum, and the serving of any process, whether this Agreement has expired or terminated, as per their completion of the forms when creating an account with Skillzpage, on the online portal.

7.2. Both parties shall be entitled from time to time, by giving written notice to the other, to vary its physical *Domicilium* to any other physical address (not being a post office box or poste restante) within the Republic of South Africa, to vary its postal *Domicilium* to any other postal address within the Republic of South Africa;

7.3. Any notice given and any payment made by a party to any other ("**Addressee**") which is -

7.3.1. Delivered by hand between the hours of 09h00 and 17h00 on any Business Day to the Addressee's physical *Domicilium* for the time being shall be deemed to have been received by the Addressee at the time of delivery;

7.3.2. Posted by prepaid registered post to the Addressee's postal *Domicilium* for the time being shall be rebuttably presumed to have been received by the Addressee on the 7<sup>th</sup> (seventh) day after the date of posting.

7.4. This *Domicilium* clause shall not operate so as to invalidate the giving or receipt of any notice which is actually received by the Addressee other than by a method referred to in this clause;

7.5. Any notice required or permitted to be given in terms of this User Contact shall be valid and effective only if in writing; and

## **8. WHOLE AGREEMENT**

8.1. This User Contract constitutes the sole record of the agreement between the Parties in relation to the subject matter hereof. Neither Party shall be bound by any express or implied term, representation, warranty, promise nor the like not recorded herein. This User Contract supersedes and replaces all prior commitments, undertakings or representations, whether oral or written, between Users in respect of the subject matter hereof.

8.2. No addition, variation, amendment or agreed cancellation of this Agreement by You or Skillzpage shall be of any force or effect unless reduced to writing and signed by both Parties.

8.3. No indulgence, partial exercise of, failure to exercise or delay in exercising any right, power, privilege or remedy in terms of this Agreement provided a Party or *vice versa* shall be construed as a waiver of any rights by a User, unless both Parties reduce same to writing.

8.4. If any provision of this Agreement is declared unlawful, void or unenforceable by a competent court or authority, then that provision shall be severed from the Agreement and will not affect the validity and enforceability of the remaining provisions.